

# Pre-Bid Conference Agenda and Information Sheet

Project Name SAT Family Services  
 Stake Name: Sandy UT Bishop's Storehouse  
 Property Number: 5261066-18010106

Welcome (Local leader or Account Manager) <b>James Dzineku</b>	Invocation by invitation:	Introductions (Project Manager) <b>James Dzineku</b>
Consultant Name and Phone <b>Bradley Gygi</b> <b>801.747.2451</b>	Project description <b>Interior remodeling with HVAC on roof.</b>	
New Square footage <b>0</b>	Bid opening date and time <b>Tuesday, May 1, 2018</b> <b>2:00 PM</b>	Bid opening location (address and room) <b>SLC UT PM OFFICE</b> <b>1765 South 4250 West</b> <b>Salt Lake City, Utah 84104</b>
Building permit issued by <b>Sandy City</b>	Calendar days for project <b>75</b>	Liquidated Damages / day <b>\$200.00</b>
Asbestos abatement required <b>No</b>	Unusual conditions	
Addenda items		

## Information Addition or remodel Projects Only

Facility will be occupied during construction <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Utilities paid by <input checked="" type="checkbox"/> Church <input type="checkbox"/> Contractor	Restrooms provided by (check one) <input type="checkbox"/> Church <input checked="" type="checkbox"/> Contractor
Gets salvage (check one) <input type="checkbox"/> Church <input type="checkbox"/> Contractor	Contact for access to building during bid (FM group name, address and phone) <b>Steven Smith, Sandy UT FM Group, (801) 562-8138</b> <b>625 East 8400 South, Sandy, UT</b>	

Miscellaneous Item(s)

## Bidder Information (During the conference read the following statements word for word)

1. Bidding Information
  - a. Bids are by invitation only.
  - b. Contractors and subcontractors must be licensed in the area where the project located..
  - c. The successful bidder must supply:
    - 1) Workers Compensation Insurance.
    - 2) Commercial Liability Insurance.
    - 3) Automobile Liability Insurance.
    - 4) Bonds (if required in the General Conditions).
    - 5) Builders Risk Insurance (if the project is over \$5 million).
    - 6) Government taxes are to be included in bid amount with the exception of Canada (GST, PST, HST, etc.) and when directed by the Project Manager in U.S. states (such as State Sales Tax).
2. Contractor Requirements
  - a. Contractor will comply with all applicable laws, ordinances, rules, regulations, and orders of any public authorities relating to performance of the Work.
  - b. Contractors are alerted that the Owner will strictly enforce the requirements of Safety as in the contract documents on this project.
  - c. Contractor must use company legal name on bid form
3. Addenda
  - a. All addenda will be issued by the consultant
  - b. All verbal agreements or instructions must be confirmed by written addendum.
  - c. Contractors are to bid the contract documents.
  - d. Requests for clarification shall be in writing and received by the architect three working days minimum prior to bid opening.
4. Plan Rooms
  - a. Required - Dodge Data and Analytics is electronic access of the plans, specs and addenda. (See below for instruction for accessing plans)
  - b. Required - Mountainlands Area Plan Room is for viewing access to hard copies of the plans, specs and addenda. Documents will be in the Salt Lake City Office and is free for walk in service. Address for MAPR is:  
583 West 3560 South Suite 4  
Salt Lake City, UT 84115  
Phone: (801-288-1188  
Fax: (801-288-1184
  - c. Optional – Local area plan rooms as determined by the project manager and consultant.
5. Bid Opening
  - a. Sealed bids will be accepted up to the previously specified time, immediately thereafter, bids will be opened and read.
  - b. Bids are to be submitted as outlined in the specification.
  - c. The bid form used will be the form provided at the pre-bid conference. Original required.
  - d. The owner reserves the right to reject any or all bids and to waive any irregularity therein.
  - e. If all addenda are not acknowledged by number (1,2,3,etc.), on the bid form or if the bid form is not signed, the bid will be considered

- not-responsive and will be returned to the bidder immediately without considering the bid amount.
- f. The bid amount is to be listed in both written

and numerical form. If there is a discrepancy between the two, the written amount will be used.

### Steps for downloading from Dodge Data and Analytics

- . Purchasing Individual Reports/Plans/Specs/Addenda from Dodge Data and Analytics
  - Access the web-page <http://dodgeprojects.construction.com/>
  - Search the Dodge Database by state (required) using the Dodge Report Number or Project Name for a single project report. To see a listing of all of the LDS projects in a particular state, enter the State name from the drop down box and then enter LDS in the second search box. Click Search.
  - Select the project from the results list. By clicking on the blue project description, a more descriptive title will help to make sure you are purchasing the correction documents.
  - When you find the correct project, select: *Get This Report*, *Get Plans & Specs*, or *Monthly Access*. Add to Cart and Proceed to Checkout or Continue Shopping. After the purchase, select View This Project.

### Available plan room hard copy

Hard copy plans are available for viewing at:

- Mountainlands Area Plan Room  
583 West 3560 South, Suite 4  
Salt Lake City, UT 84115

Plans can also be viewed online with Mountainlands at: [www.MAPRonline.com](http://www.MAPRonline.com)

- Membership is required for online service.

## Bid Invitation and Information Form

Send this form to plan rooms  
 15 days prior to bid date  
 Notify Dodge Data and Analytics and Mountainlands Area Plan  
 Room if bid is to be postponed or re-bid

Dodge Data and Analytics  
 Office# (859) 885-1091 / Cell# (417) 860-0242  
 Fax # (801) 606-7722  
 email: Sherry.roe@construction.com

All addenda must be received in the Plan Room at least 48  
 hours prior to the bid date.

Mountainlands Area Plan Room  
 Office (801) 288-1188 Fax (801) 288-1184  
 Contact: Mike Luke  
 Email: mike@maprutah.com

Date Sent    16 Apr 2018

Project Name            SAT Family Services

Stake Name             Sandy UT Bishop's Storehouse

Project Number        5261066-18010106

Type of Project         New             Addition             Interior Remodel             Seismic  
                                  New Type        New/Addn  
                                  \_\_\_\_\_        Sq Ft \_\_\_\_\_             HVAC         Re-roof         Other

Project Manager        James Dzineku

UTNO Project Management  
 50 E. North Temple Street, COB 12  
 Salt Lake City, UT 84150-0012

PM Office                \_\_\_\_\_ Phone #    801.865.5678

Consultant              Bradley Gygi Architect & Associates, PLLC

Address                  2150 South 1300 East, Suite 500            Phone #    801.747.2451

Salt Lake City, UT 84106                    E-Mail        brad@gygiarch.com

Pre-Bid                  Date:    Tuesday, April 17, 2018            Time:    10:00 AM

Location                Project Site: 615 East 8400 South, Sandy, UT (Meet in Sandy UT FM Office)

Bid Opening            Date:    Tuesday, May 1, 2018            Time:    2:00 PM

Location                SLC UT PM OFFICE  
 1765 South 4250 West  
 Salt Lake City, Utah 84104

Project is:               Low Bid                                     Partnered

### Contractors On Bid List

<u>Company Name</u>	<u>Address</u>	<u>Phone</u>	<u>E-Mail</u>
Gines Construction	6667 South 300 West Salt Lake City, Utah 84107	801. 263.9800	info@ginesconstruction.net
JC Munro	3778 Rose Springs Erda, Utah 84074	801. 815.3306	jerry.munro@jcmunro.net
Painter Building	12153 South 4065 West Riverton, Utah 84096	801. 446.8054	matt@painterbuilding.com
Dynamic Construction	PO Box 593 Orem, Utah 84059	801. 226.1806	dynamiconstruction@gmail.com
Stallings Construction	4733 South Commerce Drive Murray, Utah 84107	801. 266.1174	bids@stallings-construction.com
Arnell-West, Inc.	3441 S 2200 W, #103 Salt Lake City, UT 84119	801. 975.9966	brooksa@arnell-west.com

### Partnered Contractor

<u>Company Name</u>	<u>Address</u>	<u>Phone</u>	<u>E-Mail</u>
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# Bid Tabulation Form

Project location or address 615 East 8400 South, Sandy, UT		Property ID 5161066-18010106	Bid opening date: Tuesday, May 1, 2018
Official bid opening time 2:00 PM	Project Name SAT Family Services	Presiding James Dzineku	Conducting James Dzineku

## Bid Information

Name of bidder	Bid Bond *	Addenda received	Bid Amount	Comments
Arnell-West, Inc.		1 2 3 4 5 6 7		
Dynamic Construction		1 2 3 4 5 6 7		
Gines Construction		1 2 3 4 5 6 7		
JC Munro		1 2 3 4 5 6 7		
Painter Building		1 2 3 4 5 6 7		
Stallings Construction		1 2 3 4 5 6 7		
		1 2 3 4 5 6 7		
		1 2 3 4 5 6 7		
		1 2 3 4 5 6 7		
		1 2 3 4 5 6 7		

## Other Attendees

Recorder Signature		
Witness Signature		
Others		

**\*If required**

# CONTRACTOR BID PROPOSAL AND PROJECT AGREEMENT (U.S.)

Corporation of the Presiding Bishop of The Church of Jesus Christ of Latter-day Saints, a Utah corporation sole, ("Owner") and the undersigned Contractor ("Contractor") enter into this *Contractor Bid Proposal and Project Agreement (U.S.)* ("Agreement") and agree as follows:

1. **Property/Project.**

Property/Project Number: 5261066-18010106  
Property Address ("Project Site"): 615 East 8400 South, Sandy, UT  
Project Type: R&I, Interior Remodeling  
Project Name ("Project"): SAT Family Services  
Stake Name: Sandy UT Bishop's Storehouse

2. **Scope of the Work.** Contractor will furnish all labor, materials, and equipment necessary to complete the Work in accordance with the Contract Documents. The Work is all labor, materials, equipment, construction, and services required by the Contract Documents.
3. **Contract Documents.** Contract Documents consist of:  
a. This Agreement;  
b. Supplementary Conditions for Bid Proposal and Project Agreement (U.S.);  
c. The Specifications (Division 01 and Divisions 03 through 28);  
d. Drawings entitled and dated SAT Family Services 9 Apr 2018;  
e. Addendum No. with date(s) \_\_\_\_\_; and  
f. All written Field Changes, written Construction Change Directives and written Change Orders when prepared and signed by Owner and Contractor.
4. **Compensation.** Owner will pay Contractor for performance of Contractor's obligations under the Contract Documents the sum of \_\_\_\_\_ Dollars (\$\_\_\_\_\_). This is the Contractor's Bid Proposal Amount.
5. **Payment.**  
a. If the Contractor's Bid Proposal Amount is over \$100,000 or if otherwise requested by Owner, Contractor will submit to Owner a schedule of values which allocates the Contractor's Bid Proposal Amount to various portions of the Work. This schedule, when accepted by Owner will be used as a basis for reviewing Contractor's payment requests.  
b. Not more than once each month, Contractor will submit a payment request to Owner. Owner will pay Contractor for work completed within thirty (30) days after Owner receives:  
1) Contractor's payment request for work to date;  
2) a certification by Contractor that Contractor has paid for all labor, materials, and equipment relating to the Work covered by prior payment requests and that Contractor will pay for all labor, materials, and equipment relating to the Work covered by the current payment request; and  
3) releases of all mechanics' liens and claims of subcontractors, laborers, or material suppliers who supplied labor and/or materials for the Work covered by the payment request.  
4) updated Construction Schedule.  
c. Owner may modify or reject the payment request if, in Owner's opinion, the Work for which payment is requested is not acceptable or is less complete than represented on the payment request.
6. **Extras and Change Orders.** Owner may order changes in the Work by altering, adding to, or deducting from the Work. In the event of such a change, Contractor's compensation and/or the time of completion will be adjusted to reflect the change. Contractor will not commence work on any change until either: (a) Contractor and Owner have agreed in writing to the amount of the adjustment resulting from the change; or (b) Owner has issued a written order for the change acknowledging that there is a dispute regarding the compensation adjustment relating to the change. If Contractor proceeds with a change in the Work without complying with the preceding sentence, Contractor agrees that it will not be entitled to any additional compensation for such change.

7. **Correction of Work.** Contractor will promptly correct, at its own expense,
  - a. any portion of the Work which
    - 1) fails to conform to the requirements of the Contract Documents, or
    - 2) is rejected by the Owner as defective or because it is damaged or rendered unsuitable during installation or resulting from failure to exercise proper protection.
  - b. any defects due to faulty materials, equipment, or workmanship which appear within a period of one year from the date of Substantial Completion or within such longer period of time as may be prescribed by law or the terms of any applicable special warranty required by the Contract Documents.
  
8. **Time of Completion.** Contractor will complete the Work and have it ready for Owner's inspection within seventy-five (75) calendar days from Notice to Proceed issued by Owner. Time is of the essence. If Contractor is delayed at any time in the progress of the Work by any act or neglect of Owner, or by changes in the Work, or by strikes, lockouts, unusual delay in transportation, unavoidable casualties, or acts of nature beyond Contractor's control, then the time for completion will be extended by the time that completion of the Work is delayed. However, Contractor expressly waives any damages for any such delays other than those delays willfully caused by Owner.
  
9. **Permits, Surveys, and Taxes.** Contractor will obtain and pay for all permits and licenses, and also pay any applicable taxes. Contractor will also obtain and pay for any surveys it needs to perform the Work. Contractor will conform to all ordinances and covenants governing the Project Site and/or Work.
  
10. **Compliance with Laws.** Contractor will comply with all applicable laws, ordinances, rules, regulations, and orders of any public authorities relating to performance of the Work.
  
11. **Payment of Subcontractors and Materialmen.** Contractor will promptly pay for all labor, materials, and equipment used to perform the Work.
  
12. **Contractor's Insurance.** Prior to performing any work, Contractor will obtain and maintain during the term of this Agreement the following insurance:
  - a. Workers Compensation Insurance.
  - b. Employers Liability Insurance with minimum limits of the greater of \$500,000 E.L. each accident, \$500,000 E. L. disease-each employee, \$500,000 E.L. disease-policy limit or as required by the law of the state in which the Project is located.
  - c. Commercial General Liability Insurance – ISO Form CG 00 01 (12/07) or equivalent Occurrence policy which will provide primary coverage to the additional insureds (the Owner and the Architect) in the event of any Occurrence, Claim, or Suit with:
    - 1) Limits of the greater of: Contractor's actual coverage amounts or the following:
      - a) \$2,000,000 General Aggregate;
      - b) \$2,000,000 Products - Comp/Ops Aggregate;
      - c) \$1,000,000 Personal and Advertising Liability;
      - d) \$1,000,000 Each Occurrence; and
      - e) \$50,000 Fire Damage to Rented Premises (Each Occurrence)
    - 2) Endorsements attached to the General Liability policy including the following or their equivalent:
      - a) ISO Form CG-25-03 (05/09), Amendment of Limits of Insurance (Designated Project or Premises) describing the Agreement and specifying limits as shown above.
      - b) ISO Form CG 20 10 (07/04), Additional Insured – Owners, Lessees, Or Contractors (Form B), naming Owner and Architect as additional insureds.
  - d. Automobile Liability Insurance, with:
    - 1) Combined Single Limit each accident in the amount of \$500,000 or Contractor's actual coverage, whichever is greater; and
    - 2) Coverage applying to "Any Auto" or its equivalent.

Contractor will provide evidence of these insurance coverages to Owner by providing an ACORD 25 (2010/05) Form or its equivalent: (1) listing Owner as the Certificate Holder and Additional Insured on the general liability and any excess liability policies, (2) listing the insurance companies providing coverage (all companies listed must be rated in A.M. Best Company Key Rating Guide-Property-Casualty and each

company must have a rating of B+ Class VII or higher), (3) attaching the endorsements set forth above for the Certificate of Liability Insurance, and (4) bearing the name, address and telephone number of the producer and signed by an authorized representative of the producer. (The signature may be original, stamped, or electronic.) Notwithstanding the foregoing, Owner may, in writing and at its sole discretion, modify these insurance requirements.

13. **Independent Contractor Relationship.** The parties expressly agree that Contractor is not an agent or employee of Owner but is an independent contractor solely responsible for all expenses relating to Contractor's business.
14. **Comply with Intellectual Property Rights of Others.** Contractor represents and warrants that no Work (with its means, methods, goods, and services attendant thereto), provided to Owner will infringe or violate any right of any third party and that Owner may use and exploit such Work, means, methods, goods, and services without liability or obligation to any person or entity (specifically and without limitation, such Work, means, methods, goods, and services will not violate rights under any patent, copyright, trademark, or other intellectual property right or application for the same).
15. **Confidentiality / Property Rights.**
  - a. Owner will retain ownership and intellectual property rights in all plans, designs, drawings, documents, concepts, and materials provided by or on behalf of Owner to Contractor and to all work products of Contractor for or relative to Work performed under this Agreement, such products, services, and Work of Contractor constituting works made for hire. Contractor will not reuse any portions of such items provided by Owner or developed by Contractor for Owner pursuant to this Agreement, or disclose any such items to any third party without the prior written consent of Owner. Owner may withhold its consent in its' absolute discretion.
  - b. In addition, Contractor shall ensure that Contractor, Subcontractors, and the employees, agents and representatives of Contractor and its Subcontractors maintain in strict confidence, and shall use and disclose only as authorized by Owner all Confidential Information of Owner that Contractor receives in connection with the performance of this Agreement. Notwithstanding the foregoing, Contractor may use and disclose any information to the extent required by an order of any court or governmental authority, but only after it has notified Owner and Owner has had an opportunity to obtain reasonable protection for such information in connection with such disclosure. For purposes of this Agreement, "Confidential Information" means:
    - 1) The name or address of any affiliate, customer or contractor of Owner or any information concerning the transactions of any such person with Owner;
    - 2) Any information relating to contracts, agreements, business plans, budgets or other financial information of Owner to the extent such information has not been made available to the public by the Owner; and
    - 3) Any other information that is marked or noted as confidential by the Owner at the time of its disclosure.
16. **Ownership and Use of Renderings and Photographs.** Renderings representing the Work are the property of Owner. All photographs of the Work, whether taken during performance of the Work or at completion, are the property of the Owner. The Owner reserves all rights including copyrights to renderings and photographs of the Work. No renderings or photographs shall be used or distributed without written consent of the Owner.
17. **Public Statements Regarding Work or Property.** Contractor will not make any statements or provide any information to the media about the Work or Property without the prior written consent of Owner. If Contractor receives any requests for information from media, Contractor will refer such requests to Owner.
18. **No Commercial Use of Transaction or Relationship.**
  - a. Without the prior written consent of Owner, which Owner may grant or withhold in its sole discretion, neither Contractor nor Contractor's affiliates, officers, directors, agents, representatives, shareholders, members, Subcontractors, or employees shall make any private commercial use of their relationship to Owner or the Work or Property, including, without limitation:
    - 1) By referring to this Agreement, Owner, or the Work or Property verbally or in any sales, marketing or other literature, letters, client lists, press releases, brochures or other written materials except as may

- be necessary for Contractor to perform Contractor's obligations under the terms of this Agreement;
- 2) By using or allowing the use of any photographs of the Work or any part thereof, or of any service marks, trademarks or trade names or other intellectual property now or which may hereafter be associated with, owned by or licensed by Owner in connection with any service or product; or
  - 3) By contracting with or receiving money or anything of value from any person or commercial entity to facilitate such person or entity obtaining any type of commercial identification, advertising or visibility in connection with the Work or Property.

- b. Notwithstanding the foregoing, Contractor may include a reference to Owner and the services and equipment provided under this Agreement in a professional résumé or other similar listing of Contractor's references without seeking Owner's written consent in each instance; provided, that such reference to Owner, the services and equipment is included with at least several other similar references and is given no more prominence than such other references.

19. **Indemnity and Hold Harmless.**

- a. Contractor will indemnify and hold harmless Owner and Owner's representatives, employees, agents, architects, and consultants from and against any and all claims, damages, liability, demands, costs, judgments, awards, settlements, causes of action, losses and expenses (collectively "Claims" or "Claim"), including but not limited to attorney fees, consultant fees, expert fees, copy costs, and other costs and expenses, arising out of or resulting from performance of the Work, attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of real or personal property, including loss of use resulting therefrom, except to the extent that such liability arises out of the negligence of Owner, its representatives, agents, and employees. This indemnity includes, without limitation, indemnification of Owner from all losses or injury to Owner's property, except to the extent that such loss or injury arises out of the negligence of Owner, its representatives, agents, and employees. This indemnity applies, without limitation, to include Claims occurring both during performance of the Work and/or subsequent to completion of the Work. In the event that any Claim is caused in part by a party indemnified hereunder, that party will bear the cost of such Claim to the extent it was the cause thereof. In the event that a claimant asserts a Claim for recovery against any party indemnified hereunder, the party indemnified hereunder may tender the defense of such Claim to Contractor. If Contractor rejects such tender of defense and it is later determined that the negligence of the party indemnified hereunder did not cause all of the Claim, Contractor will reimburse the party indemnified hereunder for all costs and expenses incurred by that party in defending against the Claim. Contractor will not be liable hereunder to indemnify any party for damages resulting from the sole negligence of that party.
- b. In addition to the foregoing, Contractor will be liable to defend Owner in any lawsuit filed by any Subcontractor relating to the Project. Where liens have been filed against Owner's property, Contractor (and/or its bonding company which has issued bonds for the Project) will obtain lien releases and record them in the appropriate county and/or local jurisdiction and provide Owner with a title free and clear from any liens of Subcontractors. In the event that Contractor and/or its bonding company are unable to obtain a lien release, Owner in its absolute discretion may require Contractor to provide a bond around the lien or a bond to discharge the lien, at Contractor's sole expense.
- c. In addition to the foregoing, Contractor will indemnify and hold Owner harmless from any claim of any other contractor resulting from the performance, nonperformance or delay in performance of the Work by Contractor.
- d. The indemnification obligation herein will not be limited by a limitation on the amount or type of damages, compensation or benefits payable by or for Contractor or a Subcontractor under worker's compensation acts, disability benefit acts, or other employee benefit acts.

20. **Resolution of Disputes.** In the event there is any dispute arising under the Contract Documents which cannot be resolved by agreement between the parties, either party may submit the dispute with all documentation upon which it relies to Director of Architecture, Engineering, and Construction, 50 East North Temple, Salt Lake City, Utah 84150, who will convene a dispute resolution conference within thirty (30) days. The dispute resolution conference will constitute settlement negotiations and any settlement proposal made pursuant to the conference will not be admissible as evidence of liability. In the event that the parties do not resolve their dispute pursuant to the dispute resolution conference, either party may commence legal action to resolve the dispute. Any such action must be commenced within six (6) months from the first day of the dispute resolution conference or be time barred. Submission of the dispute to the Director as outlined above



is a condition precedent to the right to commence legal action to resolve any dispute. In the event that either party commences legal action to adjudicate any dispute without first submitting the dispute to the Director, the other party will be entitled to obtain an order dismissing the litigation without prejudice and awarding such other party any costs and attorneys fees incurred by that party in obtaining the dismissal, including without limitation copy costs, and expert and consultant fees and expenses.

21. **Termination of Agreement by Contractor.** In the event Owner materially breaches any term of the Contract Documents, Contractor will promptly give Written Notice of the breach to Owner. If Owner fails to cure the breach within ten (10) days of the Written Notice, Contractor may terminate this Agreement by giving Written Notice to Owner and recover from Owner the percentage of the Contract Sum represented by the Work completed on the Project site as of the date of termination together with any out of pocket loss Contractor has sustained with respect to materials and equipment as a result of the termination prior to completion of the Work, less any offsets. Contractor will not be entitled to unearned profits or any other compensation or damages as a result of the termination and hereby waives any claim therefor. Contractor will provide to Owner all warranty, as built, inspection, and other close out documents as well as materials that Contractor has in its possession or control at the time of termination. Without limitation, Contractor's indemnities and obligations as well as all warranties relative to Work provided through the date of termination survive a termination hereunder.
22. **Termination of Agreement by Owner for Cause.** Should Contractor make a general assignment for the benefit of its creditors, fail to apply enough properly skilled workmen or specified materials to properly prosecute the Work in accordance with Contractor's schedule, or otherwise materially breach any provision of the Contract Documents, then Owner may, without any prejudice to any other right or remedy, give Contractor Written Notice thereof. If Contractor fails to cure its default within ten (10) days, Owner may terminate this Agreement by giving Written Notice to Contractor, take possession of the premises and all materials, tools, and appliances thereon, and finish the Work by whatever method Owner deems expedient. In such case, Contractor will not be entitled to receive any further payment until the Work is finished. If the unpaid balance of the Contract Sum exceeds the expense of finishing the Work, including compensation for additional administrative, architectural, consultant, and legal services (including without limitation attorneys fees, expert fees, copy costs, and other expenses), such excess will be paid to Contractor, less any offsets and recoupment. If such expense exceeds the unpaid balance, Contractor will pay the difference to Owner. Contractor will provide to Owner all warranty, as built, inspection, and other close out documents as well as materials that Contractor has in its possession or control at the time of termination. Without limitation, Contractor's indemnities and obligations as well as all warranties relative to Work provided through the date of termination survive a termination hereunder.
23. **Termination of Agreement by Owner for Convenience.** Notwithstanding any other provision contained in the Contract Documents, Owner may, without cause and in its absolute discretion, terminate this Agreement at any time. In the event of such termination, Contractor will be entitled to recover from Owner the percentage of the Contract Sum equal to the percentage of the Work which Owner and/or its architect determines has been completed on the Project site as of the date of termination together with any out of pocket loss Contractor has sustained with respect to materials and equipment as a result of the termination prior to completion of the Work, less any offsets and recoupment. Contractor will not be entitled to unearned profits or any other compensation as a result of the termination and hereby waives any claim therefor. Contractor will provide to Owner all warranty, as built, inspection, and other close out documents as well as materials that Contractor has in its possession or control at the time of termination. Owner may, in Owner's sole discretion, take legal assignment of subcontracts and other contractual rights of Contractor. Without limitation, Contractor's indemnities and obligations as well as all warranties relative to Work provided through the date of termination survive a termination hereunder.
24. **Assignment of Contract.** The parties hereto will not assign any rights or obligations under this Agreement without the prior written consent of the other party.
25. **Integration Clause.** The Contract Documents reflect the full agreement of the parties with respect to the Project and the Work and supersede all prior discussions, agreements, and representations regarding the subject matter of the Contract Documents. The Contract Documents may be amended only in a written document signed by both parties hereto.

26. **Applicable Law.** The parties acknowledge that the Contract Documents have substantial connections to the State of Utah. The Contract Documents will be deemed to have been made, executed, and delivered in Salt Lake City, Utah. To the maximum extent permitted by law, (i) the Contract Documents and all matters related to their creation and performance will be governed by and enforced in accordance with the laws of the State of Utah, excluding conflicts of law rules, and (ii) all disputes arising from or related to the Contract Documents will be decided only in a state or federal court located in Salt Lake City, Utah and not in any other court or state. Toward that end, the parties hereby consent to the jurisdiction of the state and federal courts located in Salt Lake City, Utah and waive any other venue to which they might be entitled by virtue of domicile, habitual residence, place of business, or otherwise.
27. **Enforcement.** In the event either party commences legal action to enforce or rescind any term of the Contract Documents, the prevailing party will be entitled to recover its attorneys fees and costs, including without limitation all copy costs and expert and consultant fees and expenses, incurred in that action and on all appeals, from the other party.
28. **Bid Proposal/Agreement.** Contractor's submission to Owner of this agreement signed by Contractor will constitute Contractor's offer and bid proposal to perform the Work described in this agreement according to the terms thereof. Owner's signing of this agreement and delivery to Contractor of a signed copy will constitute acceptance of Contractor's offer and will convert this document to a binding agreement.
29. **Effective Date.** The effective date of this Agreement is the date indicated by the Owner's signature.

**OWNER:**

Corporation of the Presiding Bishop of  
The Church of Jesus Christ of Latter-day Saints,  
a Utah corporation sole.

Signature:

Print Name: James Dzineku

Title: Project Manager

Address:  
50 E. North Temple Street, COB12  
Salt Lake City, UT 84150-0012

Telephone No: 801.865.5678

Facsimile No: 801.240.1494

Email: [jdzineku@ldschurch.org](mailto:jdzineku@ldschurch.org)

Effective Date:

Reviewed By:

**CONTRACTOR:**

(company)

Signature:

Print Name:

Title:

Address:

Telephone No:

Facsimile No:

Email:

Fed. I.D. or SSN:

License No:

Date Signed: