

BIDDING REQUIREMENTS

FOR SMALL PROJECTS (U.S.)

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INVITATION TO BID (U.S.)

1. CONTRACTORS INVITED TO BID THE PROJECT:

1. BC Builders (801) 509 0757
2. Broderick & Henderson Construction (801) 225 6290
3. Dynamic Construction (801) 318 9711
4. Gines Construction (801) 263 9800
4. Majestic Builders (801) 798 2162
5. Oasis Builders (801) 4661000
7. Stone River Construction (801) 636 3217
8. Warner & Associates Construction Inc. (801) 794 0024

2. PROJECT:

Spanish Fork 3 Parking Lot Expansion

3. LOCATION:

55 South 300 East, Spanish Fork, Utah

4. OWNER:

The Church of Jesus Christ of Latter-day Saints, a Utah corporation sole
c/o
American Fork Project Management Office, 110 East Main, American Fork, Utah

5. CONSULTANT:

Knell Architects, P.C.
45 East 300 North
Provo, Utah 84606

6. DESCRIPTION OF PROJECT:

- A. Parking Lot Expansion with associated work.
- B. Products or systems may be provided under a Value Managed Relationship (VMR) the Owner has negotiated with the supplier. VMR products and systems are indicated as such in the Specifications.

7. TYPE OF BID: Bids will be on a lump-sum basis. Segregated bids will not be accepted.

8. TIME OF SUBSTANTIAL COMPLETION: The time limit for substantial completion of this work will be 120 calendar days and will be as noted in the Agreement.

9. BID OPENING: Sealed bids will be received at (time and date at place). Bids will be publicly opened at (time and date at place).

10. BIDDING DOCUMENTS:

- A. Bidding Documents may be examined at the following plan room locations:
 - 1) Mountainlands Area Plan Room
583 W 3560 S, Suite 4
Salt Lake City, Utah 84115
Office (801) 288-1188 Fax (801) 288-1184
Contact: Mike Luke

- B. Bidding Documents are available to invited Contractors with a deposit of \$0.00 per set. Deposit will be refunded if documents are returned complete and in good condition within five days of bid opening.
- 11. BIDDER'S QUALIFICATIONS:** Bidding by the Contractors will be by invitation only.
- 12. OWNER'S RIGHT TO REJECT BIDS:** Owner reserves the right to reject any or all bids and to waive any irregularity therein.

END OF DOCUMENT

INSTRUCTIONS TO BIDDERS (U.S.)

1. DOCUMENTS:

- A. Bidding Documents include Bidding Requirements and proposed Contract Documents. Proposed Contract Documents consist of:
 - 1) Agreement Between Owner and Contractor for Small Project (U.S.)
 - 2) Other documents included by reference
 - 3) Addenda.
- B. Bidding Requirements are those documents identified as such in proposed Project Manual.
- C. Addenda are written or graphic documents issued prior to execution of the Contract which modify or interpret the Bidding Documents. They become part of the Contract Documents as noted in the Agreement Between Owner and Contractor for Small Project (U.S.) upon execution of the Agreement by Owner.

2. BIDDER'S REPRESENTATIONS:

- A. By submitting a bid proposal, bidder represents that
 - 1) Bidder has carefully studied and compared Bidding Documents with each other. Bidder understands the Bidding Documents and the bid is fully in accordance with the requirements of those documents,
 - 2) Bidder has thoroughly examined the site and any building located thereon, has become familiar with local conditions which might directly or indirectly affect contract work, and has correlated its personal observations with requirements of proposed Contract Documents, and
 - 3) Bid is based on materials, equipment, and systems required by Bidding Documents without exception.

3. BIDDING DOCUMENTS:

- A. Copies
 - 1) Owner will provide the Bidding Documents as set forth in the Invitation to Bid.
 - 2) Partial sets of Bidding Documents will not be issued.
- B. Interpretation or Correction of Bidding Documents
 - 1) Bidders will request interpretation or correction of any apparent errors, discrepancies, and omissions in the Bidding Documents.
 - 2) Corrections or changes to Bidding Documents will be made by written Addenda.
- C. Substitutions and Equal Products
 - 1) Equal products may be approved upon compliance with Contract Document requirements.
 - 2) Base bid only on materials, equipment, systems, suppliers or performance qualities specified in the Bidding documents.
 - 3) Where a specified product is identified as a "quality standard", products of other manufacturers that meet the performance, properties, and characteristics of the specified "quality standard" may be used without specific approval as a substitute.
- D. Addenda. Addenda will be sent to bidders and to locations where Bidding Documents are on file no later than one week prior to bid opening or by fax no later than 48 hours prior to bid opening.

4. BIDDING PROCEDURES:

- A. Form and Style of Bids
 - 1) Use Owner's Bid Form.
 - 2) Bid will be complete and executed by authorized representative of Bidder.
 - 3) Do not delete from or add to the information requested on bid form.

- B. Submission of Bids
 - 1) Submit bid in sealed opaque envelope containing only bid form.
 - 2) It is bidder's sole responsibility to see that its bid is received at or before the specified time. Bids received after specified bid opening time may be returned to bidders unopened.
 - 3) No oral, facsimile transmitted, telegraphic, or telephonic bids, modifications, or cancellations will be considered.

- C. Modification or Withdrawal of Bid
 - 1) Bidder guarantees there will be no revisions or withdrawal of bid amount for 45 days after bid opening.
 - 2) Prior to bid opening, bidders may withdraw bid by written request or by reclaiming bid envelope.
 - 3) Prior to bid opening, bidder may mark and sign on the sealed envelope that bidder acknowledges any or all Addenda.

5. CONSIDERATION OF BIDS:

- A. Opening Of Bids - See Invitation to Bid.

- B. Acceptance Of Bid
 - 1) No bidder will consider itself under contract after opening and reading of bids until Owner accepts Contractor's Bid Proposal by executing same.
 - 2) Bidder's past performance, organization, subcontractor selection, equipment, and ability to perform and complete its contract in manner and within time specified, together with amount of bid, will be elements considered in award of contract.

6. FORM OF AGREEMENT BETWEEN OWNER AND CONTRACTOR:

- A. Agreement form will be "Agreement Between Owner and Contractor for Small Project (U.S.)" provided by Owner.

7. MISCELLANEOUS:

- A. Pre-Bid Conference. A pre-bid conference may be held at a time and place to be announced.

- B. Examination Schedule for Existing Building and Site
 - 1) Contact Darryl Gandy, FM, 801-420-3698

END OF DOCUMENT

INFORMATION AVAILABLE TO BIDDERS (U.S.)

1. ASBESTOS-CONTAINING MATERIAL (ACM)

- A. It is believed that the building contains no asbestos containing materials.
- B. If contractor suspects any asbestos containing material, stop work immediately and notify architect.

END OF DOCUMENT

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BID FORM

FOR GENERAL CONTRACT WORK (U.S.)

PROJECT IDENTIFICATION:

OWNER:

The Church of Jesus Christ of Latter-day Saints, a Utah corporation sole ("Owner")

CONSULTANT:

BID

1. In submitting this Bid, Bidder represents that:
 - a. If this Bid is accepted, Bidder will enter into an agreement with Owner to perform and furnish the Work described in the Bidding Documents for the Bid Price and within the Time of Substantial Completion indicated in this Bid and in accordance with the other terms and conditions of the Contract Documents.
 - b. Bidder has carefully examined the Bidding Documents consisting of the Project Manual containing the Bidding Requirements, the Conditions of the Contract, and the Specifications, entitled _____, the Drawings entitled _____ and dated _____, and including sheets numbered _____, and addenda numbers _____.
 - c. Bidder has examined the site of the work, existing conditions, and all other conditions affecting the work on the above-named Project.
 - d. Bidder has carefully correlated the information known to Bidder and information and observations obtained from visits to the site with the Bidding Documents.
 - e. Bidder is familiar with federal, State, and local laws and regulations applicable to Project.
 - f. Bidder guarantees there will be no revisions or withdrawal of bid amount for forty-five (45) days after the bid opening.

2. Bidder hereby proposes to furnish all materials, labor, equipment, tools, transportations, services, licenses, fees, permits, etc., required by said documents to complete the Work described by the Contract Documents for the lump-sum of: _____ Dollars (\$ _____).

3. Bidder agrees to achieve substantial completion of the Work within the number of days indicated in the Invitation to Bid.

RESPECTFULLY SUBMITTED:

	Signature
	Printed name
	Title
	Company name
	Business Address
Date	City, State, and Zip Code
License No.	Telephone Fax
	Contact Email Address

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CONSTRUCTION MATERIAL ASBESTOS STATEMENT (U.S.)

**PROJECTS FOR:
THE CHURCH OF JESUS CHRIST OF LATTER-DAY SAINTS,
a Utah corporation sole**

Building Name: _____

Building Plan Type: _____

Building Address: _____

Building Owner: The Church of Jesus Christ of Latter-day Saints, a Utah corporation sole.

Project Number: _____

Completion Date: _____

As PROJECT CONSULTANT and principal in charge; based on my best knowledge, information, inspection, and belief; I certify that on the above referenced Project, no asbestos-containing building materials were specified in the construction documents or given approval in shop drawings or submittals.

Project Consultant and Principal in Charge (signature)

Date

Company Name

As GENERAL CONTRACTOR in charge of construction; based on my best knowledge, information, inspection, and belief; I affirm that on the above-referenced Project, no asbestos-containing building materials were used in the construction.

General Contractor (signature)

Date

Company Name

SMALL PROJECT AGREEMENT BETWEEN OWNER AND CONTRACTOR Fixed Sum (U.S.)

The Church of Jesus Christ of Latter-day Saints, a Utah corporation sole ("Owner") and _____ ("Contractor") enter into this *Small Project Agreement Between Owner and Contractor (U.S.)* ("Agreement") and agree as follows:

1. **Property/Project.**

Property/Project Number: _____
Property Address ("Project Site"): _____
Project Type: _____
Project Name ("Project"): _____
Stake Name: _____

2. **Scope of Work.** Contractor will furnish all labor, materials, tools, and equipment necessary to complete the Work in accordance with the Contract Documents. The Work is all labor, materials, tools, equipment, construction, and services required by the Contract Documents (the "Work").

3. **Contract Documents.** Contract Documents consist of:

- a. This Agreement;
- b. Supplementary Conditions for Small Project Agreement Between Owner and Contractor (U.S.);
- c. The Specifications (Division 01 and Divisions _____);
- d. Drawings entitled and dated _____;
- e. Addendum No. with date(s) _____;
- g. 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 (\$ _____), (the "Contract Sum"). This Contract Sum includes all labor, materials, equipment, tools, costs, expenses, work and services of Contractor and its subcontractors necessary to perform the Work in accordance with the terms of this Agreement, including without limitation travel, communications, and copying costs.

5. **Payment.**

- a. If the Contract Sum 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.
- d. Contractor will timely pay subcontractors their portion of fees and expenses that Owner has paid to Contractor.

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, the Contract Sum and/or the time of completion will be adjusted to reflect the change by means of a written Change Order signed by Contractor and Owner. Contractor will not commence work on any change until either: (a) Contractor and Owner have executed a Change Order; 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. **Warranty and Correction of Work.** For all Work, services, labor, materials, products, and equipment provided under the Contract Documents, Contractor provides and extends to Owner all statutory, common law, and standard industry warranties as well as those warranties set forth in Owner's Contract Documents. Unless a longer period is specified by Owner's Contract Documents or otherwise, Contractor, at a minimum and in addition to all other warranties, warrants all Work under the Contract Documents for at least one year. Specifically, and without limitation, 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 completion of the Work 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 _____ (_____) 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.
9. **Owner Provided Items.** Owner may provide furnishings, equipment, and/or other items for the Project. Contractor will install items furnished by Owner and/or receive, store, and protect such items on site until the date Owner accepts the Project.
10. **Product Requirements.** Contractor will provide products that comply with Contract Documents, are undamaged, and, unless otherwise indicated, are new and unused at time of installation. Contractor will provide products complete with accessories, trim, finish, safety guards, and other devices and details needed for complete installation and for intended use and effect.
11. **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.
12. **Independent Contractor Relationship.** Contractor is not an agent or employee of Owner but is an independent contractor.
13. **Comply with Laws.** Contractor will comply, and ensure that all subcontractors comply, with all applicable laws, ordinances, rules, regulations, covenants, and restrictions.
14. **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, liens, 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 expenses, arising out of or resulting from performance of or failure to perform 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 workers compensation acts, disability benefit acts, or other employee benefit acts.
15. **Work Restrictions.** Contractor will ensure that Contractor, its agents, employees, and subcontractors:
- a. Do not use or consume alcohol or cannabis, or illegally use drugs, on the Project Site or enter on or perform any Work on the Project Site while under their influence.
 - b. Do not smoke or vape anything on the Project Site. Do not use tobacco in any form on the Project Site.
 - c. Do not perform Work on the Project Site on Sundays except for emergency work.
 - d. Refrain from using profanity or being discourteous or uncivil to others on the Project Site or while performing Work under this Agreement.
 - e. Do not view or allow pornographic or other indecent materials on the Project Site.
 - f. Do not play obnoxious and/or loud music on the Project Site. Do not play any music within existing facilities.
 - g. Refrain from wearing immodest, offensive, or obnoxious clothing, while on the Project Site.
 - h. Do not bring weapons on the Project Site.
16. **Safety Hazards.** Contractor will ensure that no work or services will be performed that may pose an undue safety hazard to Contractor, Contractor's employees, or any other person.
17. **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 or evidence of exemption.
 - 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 no less than \$500,000; 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.

18. **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 attorney fees incurred by that party in obtaining the dismissal, including without limitation copy costs, and expert and consultant fees and expenses. Pending final resolution of a dispute hereunder, Contractor will proceed diligently with the performance of its obligations pursuant to this Agreement.
19. **Termination 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.

20. **Termination by Owner for Cause.** Should Contractor fail to timely provide Owner with the certificates of insurance, 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. In such case, Owner may, in Owner's sole discretion, take legal assignment of subcontracts and other contractual rights of Contractor and/or take possession of the premises and all materials, tools, equipment, and appliances thereon, and finish the Work by whatever method Owner deems expedient. 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 attorney fees, expert fees, copy costs, and other expenses), such excess will be paid to Contractor, less any offsets. 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.
21. **Termination 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. 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.
22. **Enforcement.** In the event either party commences legal action to enforce or rescind any term of this Agreement, the prevailing party will be entitled to recover its attorney fees, costs and legal expenses, 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.
23. **Ownership of Materials, Products, and Intellectual Property Rights.** 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 and its subcontractors for products, services, and Work provided under this Agreement, such products, services, and Work of Contractor and its subcontractors constituting works made for hire. Neither Contractor nor its subcontractors will reuse any portion of such items provided by Owner or work products developed by Contractor or its subcontractors 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. Contractor shall obtain the written agreement of each of its subcontractors to the terms of this section prior to permitting the subcontractor to perform any services contemplated by this Agreement.
24. **Comply with Intellectual Property Rights of Others.** Contractor represents and warrants that no Work or services (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).

25. **Ownership and Use of Renderings and Photographs.** Renderings, photographs, and/or other images of or representing the services, Work, or any improvement on or relative to the Project Site, whether created before, during, or at completion of construction (and whether created by Owner, Contractor, or Contractor's subcontractors), are the property of the Owner. Contractor hereby transfers and assigns to Owner all ownership and intellectual property rights that Contractor and/or its subcontractors may have in and to all such renderings, photographs, and other images. The Owner reserves all rights including copyrights and other intellectual property rights to such renderings, photographs, and other images. No such renderings, photographs, or other images shall be used or distributed without written consent of the Owner.
26. **Public Statements.** Contractor will not make any statements or provide any information to the media about the Project or Work without the prior written consent of Owner. If Contractor receives any requests for information from media, Contractor will refer such requests to Owner.
27. **Confidentiality.** Contractor shall ensure that Contractor and its 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:
- a. The name or address of any affiliate, customer or contractor of Owner or any information concerning the transactions of any such person with Owner;
 - b. Any contracts, agreements, business plans, budgets or other financial information, renderings, photographs, and materials provided by Owner, relating to the Work or any improvement on the Project Site to the extent such has not been made available to the public by the Owner;
 - c. Any other information that is marked or noted as confidential at the time of its disclosure.
28. **No Commercial Use of Transaction or Relationship.** 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 Project, including, without limitation:
- a. By referring to the Owner or Project 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;
 - b. By using or allowing the use of any photographs of the Work or Project 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 work, service or product; or
 - c. 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 Owner or Project.
- Notwithstanding the foregoing, Contractor may include a reference to Owner or the Project 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 or the Project is included with at least several other similar references to projects of different owners and is given no more prominence than such other references.
29. **Entire Agreement.** This Agreement contains the entire and integrated agreement between the parties hereto and supersedes all prior negotiations, representations, or agreements, either written or oral, relating to the Project. This Agreement may be amended only by a writing signed by both parties. This Agreement will not be construed to create a contractual relationship of any kind between any persons or entities other than Owner and Contractor.
30. **Assignment.** Contractor will not assign any right or obligation hereunder without the prior written consent of

the Owner, which consent may be granted or withheld in Owner's absolute discretion.

31. **Governing 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.

32. **Effective Date.** The effective date of this Agreement is the date indicated by Owner's signature.

OWNER:

The Church of Jesus Christ of Latter-day Saints,
a Utah corporation sole

Signature: _____

Print Name: _____

Title: _____

Address: _____

Telephone No: _____

Facsimile No: _____

Email: _____

Effective Date: _____

Reviewed By: _____

CONTRACTOR:

Signature: _____

Print Name: _____

Title: _____

Address: _____

Telephone No: _____

Facsimile No: _____

Email: _____

Fed. I.D. or SSN: _____

License No: _____

Date Signed: _____

SUPPLEMENTARY CONDITIONS

FOR SMALL PROJECT AGREEMENT BETWEEN OWNER AND CONTRACTOR (U.S.)

ITEM 1 - GENERAL

1. Conditions of the Small Project Agreement Between Owner and Contractor (U.S.) apply to each Division of the Specifications.
2. Provisions contained in Division 01 apply to all Divisions of the Specifications.

ITEM 2 - LIQUIDATED DAMAGES PAYABLE TO OWNER – Not Used

ITEM 3 - STATE SPECIFIC SUPPLEMENTARY CONDITIONS

Utah

UTAH STATE SALES TAX:

Add the following to the Small Project Agreement Between Owner and Contractor (U.S.):

1. Contractors should be exempt on purchases of material installed or converted into real property to be used by the Owner. The Contractor will furnish each vendor with a completed Exemption Certificate Form TC-721. The certificate will be prepared by the Contractor for each vendor in order to obtain the exemption.
2. The Owner's tax exempt number is 11871701-002-STC.

UTAH NOTICE OF INTENT TO OBTAIN FINAL COMPLETION:

Add the following to the Small Project Agreement Between Owner and Contractor (U.S.):

- A. Contractor shall file with the State Construction Registry, on its own behalf and/or on behalf of Owner, a notice of intent to obtain final completion at least 45 days before the day on which the Owner or Contractor files or could file a notice of completion under Utah Code Ann. Section 38-1a-506 if:
 1. The completion of performance time under the original contract for construction work is greater than 120 days;
 2. The total original construction contract price exceeds \$500,000; and
 3. The original contractor or owner has not obtained a payment bond in accordance with Utah Code Ann. Section 14-2-1.

UTAH NOTICE OF COMPLETION:

Add the following to the Small Project Agreement Between Owner and Contractor (U.S.):

- A. Within five (5) calendar days of final completion of the Project and in compliance with Section 38-1a-507 Utah Code Annotated, Contractor shall file with the State Construction Registry, and copy to Owner, a notice of completion which shall include, without limitation, the following:
 1. The name, address, telephone number, and email address of the person filing the notice of completion;
 2. The name of the county in which the Project and/or Project site is located;
 3. The date on which final completion is alleged to have occurred;
 4. The method used to determine final completion; and
 5. One of the following:
 - a. The tax parcel identification number of each parcel included in the Project and/or Project site;
 - b. The entry number of a preliminary notice on the same project that includes the tax parcel identification number of each parcel included in the Project and/or Project site; or
 - c. The entry number of the building permit issued for the Project.
- B. Notwithstanding any other provision of the Contract Documents to the contrary, Contractor and

Owner agree that any breach or failure to comply with this Section by the Contractor will constitute a breach of contract and the Contractor will be liable for any direct, indirect, or consequential damages to the Owner flowing from this breach.

UTAH STATE PROGRESS PAYMENTS AND FINAL PAYMENT:

Replace paragraph 5 of the Small Project Agreement Between Owner and Contractor (U.S.) with the following:

5. Payment

- a. If the Contractor's Bid Proposal Amount is over \$100,000, 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. Progress Payments: Not more than once each month, Contractor will submit a payment request to Owner. Owner will pay Contractor progress payments for work completed within fifteen (15) days after Owner receives:
 1. Contractor's progress 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. Conditional Waiver and Release Upon Progress Payment documents submitted by Contractor (in content complying with Utah Code § 38-1a-802) executed by each of the subcontractors performing work and/or providing materials covered by the Contractor's progress payment request.
- c. Final Payment: Owner will make full and final payment of the Contract Sum due within thirty (30) days of the completion of all of the following requirements:
 1. Contractor has submitted its final payment request;
 2. Contractor has submitted a certification 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 final payment request; and
 3. Contractor has submitted Waiver and Release Upon Final Payment documents (in content complying with Utah Code § 38-1a-802) executed by each of the subcontractors performing work and/or providing materials covered by the Contractor's final payment request.

Acceptance of final payment by Contractor or any Subcontractor will constitute a waiver of claims by the payee except for those claims previously made to Owner in writing and identified by Contractor in its affidavit as still pending.

If the aggregate of previous payments made by Owner exceeds the amount due Contractor, Contractor will reimburse the difference to Owner.
- d. Owner may modify or reject any 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.
- e. Upon receipt of any payment from Owner, Contractor will pay to each Subcontractor the amount paid to Contractor on account of such Subcontractor's portion of the Work.
- f. Contractor will maintain a copy of each payment request at the Project site for review by the Subcontractors.
- g. No payment made, either in whole or in part, by Owner will be construed to be an acceptance of defective or improper materials or workmanship.

END OF DOCUMENT