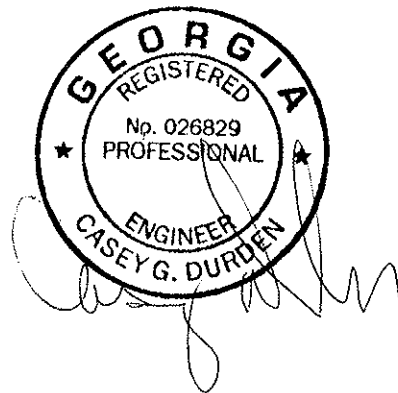


PROJECT MANUAL
FOR
LDS MONROE-DECELERATION LANE
LILBURN GEORGIA STAKE
Property #545-2104

OCTOBER 27, 2009



Owner:

The Church of Jesus Christ of Latter-day Saints
4823 North Royal Atlanta Drive
Tucker, GA 30084-3894

Civil Engineer:

Hill Foley Rossi and Associates
3680 Pleasant Hill Road, Suite 200
Duluth, Georgia 30096

Landscape Architect:

Bilson & Associates
Murray House
40 Powder Spring Street
Marietta, GA 30064

INTRODUCTORY INFORMATION

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SECTION 00 0115

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2.	C1.0	SITE PLAN	09/09/2009
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PART 2 - PRODUCTS: Not Used

PART 3 - EXECUTION: Not Used

END OF SECTION

SECTION 00 1116

INVITATION TO BID

INVITATION TO BID

1. CONTRACTORS INVITED TO BID THE PROJECT:

As listed per Exhibit 'A' attached hereto.

2. PROJECT:

The Church of Jesus Christ of Latter-day Saints
LDS Monroe-Deceleration Lane
Lilburn Georgia Stake Center

3. LOCATION:

2387 Youth Monroe Road
Monroe, Georgia
LDS Property No. 545-2104

4. OWNER:

Corporation of the Presiding Bishop of
The Church of Jesus Christ of Latter-day Saints,
A Utah Corporation Sole
50 East North Temple Street
Salt Lake City, Utah 84150

5. CONSULTANT:

Hill, Foley, Rossi & Associates, LLC
3680 Pleasant Hill Road
Suite 200
Duluth, Georgia 30096

6. DESCRIPTION OF PROJECT:

The LDS Monroe project would consist of the construction of a 150 foot deceleration lane with a 50' taper and drive reconstruction. The project would also consist of the relocation 8 inch water main for a distance of about 440 l.f. along the frontage of the property in the Youth Monroe Road right of way. Tree clearing with minor landscape with irrigation.

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) one hundred twenty calendar days and will be as noted in the Agreement.

9. BID OPENING: Sealed bids will be received and publically opened at the Atlanta Project Management Office.

The date and time of opening is:

Thursday, November 12, 2009
1:30pm Eastern Standard Time

Church of Latter-day Saints
Atlanta Project Management Office
4825 North Royal Atlanta Drive, Suite D
Tucker, Georgia 30084

10. BIDDING DOCUMENTS:

A. Bidding Documents may be examined at the following plan room locations:

1. McGraw-Hill Construction / Dodge Plan Room
4170 Ashford-Dunwoody Road, Suite 200
Atlanta, Georgia 30319-1465
Telephone: (404) 303-5300 ext. 6
Fax: (404) 303-5316
2. AGC Builders Exchange Plan Room
Suite 300, Lower Level-Gated Entrance
1940 The Exchange
Atlanta, Georgia 30339
Telephone: (678) 298-4123 or (800) 203-4629, Ext 1123
Fax: (866) 570-8187

3. Bidding Documents are available to invited Contractors with a deposit of \$75.00 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

SECTION 00 2113

INSTRUCTIONS TO BIDDERS

INSTRUCTIONS TO BIDDERS

1. DOCUMENTS:

- A. Bidding Documents include Bidding Requirements and proposed Contract Documents. Proposed Contract Documents consist of:
 - 1. Contractor's Bid Proposal and Maintenance Project Agreement
 - 2. Other documents included by reference
 - 3. Addenda.
- B. Bidding Requirements are those documents identified as such in proposed Construction Documents.
- 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 Contractor's Bid Proposal and Maintenance Project Agreement 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 titled "Contractor's Bid Proposal and Maintenance Project Agreement".
 - 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 and bid security. Envelopes will be sealed, bear bidder's name, and include the following:

BID FOR

The Church of Jesus Christ of Latter-day Saints
LDS Monroe-Deceleration Lane
LDS property No. 545-2104

- 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 "Contractor's Bid Proposal and Maintenance Project Agreement" provided by Owner.

7. MISCELLANEOUS:

- A. Pre-Bid Conference:
 - The date and time of Pre-Bid Conference is:
 - Tuesday October 27, 2009
 - 10:00am Eastern Standard Time

LDS Monroe-Deceleration Lane project site
2387 Youth Monroe Road
Monroe, Georgia 30655

- B. Examination Schedule for Existing Building and Site
1. The site may be visited and reviewed at Contractor's convenience during the bid period. The site shall be left in the same condition prior to visit. Prior arrangements for a site visit shall be coordinated with Richard Clark (770-446-8962 office).

END OF DOCUMENT

SECTION 00 3000

AVAILABLE INFORMATION

INFORMATION AVAILABLE TO BIDDERS

1. GEOTECHNICAL DATA

A. Geotechnical Report -

1. A geotechnical report has not been prepared. Investigation and testing agency shall be retained by owner after award of contract if necessary.
2. Prior to bidding, Contractor may make his own subsurface investigations to satisfy himself with site and subsurface conditions.

2. ASBESTOS-CONTAINING MATERIAL (ACM)

- A. No work to the building is anticipated.

END OF DOCUMENT

SECTION 00 4549

CONSTRUCTION MATERIAL ASBESTOS STATEMENT

CONSTRUCTION MATERIAL ASBESTOS STATEMENT
MAINTENANCE PROJECTS (U.S.)

Building Name: LDS Monroe Ward

Building Plan Type: _____

Building Address: 2387 Youth Monroe Road, Monroe Georgia

Owner: Corporation of the Presiding Bishop of the Church of Jesus Christ of Latter-days Saints, a Utah corporation sole

Property Number: LDS Property No. 545-2104

Completion Date: _____

As CONTRACT 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.

Date **Contract Consultant and Principal in charge**

Company Name

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

Date **Contractor in charge**

Company Name

SECTION 00 5214

CONTRACTOR BID PROPOSAL AND MAINTENANCE PROJECT AGREEMENT

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") hereby agree as follows:

1. **Project Site.**
Property Number: 545-2104
Address: 2387 Youth Monroe Road
Project Type: Deceleration Lane
Project Name: LDS Monroe-Deceleration Lane
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. The Specifications (Division 01 and WALTON COUNTY STANDARD DESIGN REGULATIONS DETAILS DATED OCTOBER 2002 AND/OR COMPLY WITH THE LATEST STANDARDS APPROVED AND PROMULGATED BY THE GEORGIA DEPARTMENT OF TRANSPORTATION)
 - c. Drawings entitled Deceleration Lane Addition, The Church of Jesus Christ of Latter-day Saints and dated 10/27/2009.
 - d. Addendum No. _____ dated _____; and
 - e. 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 \$50,000.00, 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.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 an 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 120 (one hundred twenty) 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. **Payment of Subcontractors and Materialmen.** Contractor will promptly pay for all labor, materials, and equipment used to perform the Work.
11. **Contractor's Insurance.** Prior to performing any work, Contractor will obtain and maintain during the term of this Agreement: Commercial General Liability Insurance, Workers' Compensation Insurance, Automobile Liability Insurance, and Employers' Liability Insurance. In the event the Contractor's Bid Proposal Amount is over \$100,000.00,

Contractor's Commercial General Liability Insurance will meet the following additional requirements:

- a. Insurance Services Office (ISO) form *Commercial General (CG) 00 01 (11/93)* or an equivalent, occurrence policy with limits of not less than One Million Dollars (\$1,000,000.00) per occurrence and Two Million Dollars (\$2,000,000.00) in the aggregate.
- b. Contractor's insurer will add the Owner as an additional insured on this policy using ISO endorsement *CG 2010 (10/93)* or its equivalent.

Automobile Liability Insurance will be for "any auto" for which Contractor may be legally responsible, and with not less than One Hundred Thousand Dollars (\$100,000.00) combined single limit coverage. In the event the Contractor's Bid Proposal Amount is over \$100,000.00, the required Automobile Liability insurance combined single limit coverage will be at least One Million Dollars (\$1,000,000.00).

Contractor will submit an ACORD 25-S certificate or its equivalent to Owner. Certificate will contain a cancellation clause of the certificate amended to read: "Should any of the above described policies be cancelled before the expiration date thereof, the issuing insurer will mail 30 days prior written notice to the certificate holder names to the left." At Contractor's option, Contractor may submit this certificate annually to be on file with Owner to cover all maintenance projects that Contractor performs for Owner.

12. **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.

13. **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 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.

14. **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 Field Operation Support Services, Physical Facilities Department, 50 East North Temple, 11th Floor, 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.

15. **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 the 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.

16. **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. 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.

17. **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 the 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.

18. **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.
19. **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.
20. **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.
21. **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, in that action and on all appeals, from the other party.
22. **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 the signed copy thereof will constitute acceptance of Contractor's offer and will convert this document to a binding agreement.

OWNER:

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

By: _____
Designated Representative

(Print Name:) _____

Address: _____

Telephone No: _____

Date: _____

Reviewed by: _____

CONTRACTOR:

(Contractor Name)

By: _____

(Print Name) (Title)

Contractor Address: _____

Telephone No: (_____) _____

Fed. I.D. or SSN: _____ License No: _____

Date: _____