

ADDENDUM

Project: Menan 1, 2 Toilet Remodel

Project No.: 507-2638

Addendum No.: One

Project Address: 3547 E Menan Lorenzo Hwy, Menan, ID, 83434-5002

Date: 06 June 2019

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

From (Architect): NBW Architects Idaho Falls, Idaho

Instructions to Prospective Bidders:

This Addendum forms a part of the Contract Documents and modifies the original Bidding Documents and/or prior Addenda as noted below. All conditions, requirements, materials and workmanship are to be as described in the Contract Documents unless specifically stated otherwise. This Addendum consists of 8 page(s) and the attached drawing(s), Sheet(s) A2.1, A2.2 , dated NA .

Bid Opening:

Date: 20 June 2019

Time: 2:00 p.m.

Location: NBW Architects Conference Room
990 John Adams Parkway
Idaho Falls, ID 83401

GENERAL

1. Note Bid Opening date and time above.
2. Calendar days for this project shall be 60 Days.
3. Bidders shall use the attached Contractor Bid Proposal and R & I Agreement form to submit a bid.

SPECIFICATIONS

1. Section 08 7107 Protective Plates and Trim. Add attached specification to contract documents.

ARCHITECTURAL

1. Sheet A2.1, Elevations A, C, D, E, G, H, J and L. Skim coat and texture existing toilet room block walls remaining exposed. Also see Detail U/A2.1. (See attached).
2. Sheet A2.1, Detail N. Detail revised to show correct wall material and finishes. (See attached).
3. Sheet A2.2, Room Finish Schedule. Schedule has been updated to show skim coat textured/painted walls instead of existing CMU walls painted. (See attached).
4. Install kick plate on corridor side of wood doors 101 and 102.
5. Touch up scratches on existing wood doors 101 and 102.

ELECTRICAL

1. Sheet E1.0, Electrical Schedules and Details. Light fixture types noted on the electrical floor shall be as follows or equal in Lithonia:
 - a. F1 - Metalux 4WSNLED-LD4-44SL-F-UNV-L830-CPI-U
 - b. F1E - Metalux 4WSNLED-LD4-44SL-F-UNV-EL14W-L830-CPI-U
 - c. F2 - Metalux 4BCLED-LD4-40SL-F-UNV-L830-CD1

End of Addendum

CONTRACTOR BID PROPOSAL AND R & I 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 R & I Project Agreement (U.S.)* ("Agreement") and agree as follows:

1. **Property/Project.**

Property/Project Number: 507-2638
Property Address ("Project Site"): 3547 East Menan Lorenzo Hwy., Menan, Idaho 83434
Project Type: ADA Toilet Room Remodel
Project Name ("Project"): Menan 1, 2, Wards
Stake Name: Menan ID Stake

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:
- This Agreement;
 - Supplementary Conditions R & I Project Agreement (U.S.) _____;
 - The Specifications (Division 01 and Divisions _____);
 - Drawings entitled _____ and dated _____;
 - Addendum No. _____ and dated _____; and
 - 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 (\$_____).
5. **Payment.**
- 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.
 - 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:
 - Contractor's payment request for work to date;
 - 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
 - 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.
 - updated Construction Schedule.
 - 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 pre-scribed 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 sixty (60) 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:	CONTRACTOR:
Corporation of the Presiding Bishop of The Church of Jesus Christ of Latter-day Saints, a Utah corporation sole.	(company)
Signature:	Signature:
Print Name:	Print Name:
Title:	Title:
Address: Meetinghouse Project Management Office 50 E. North Temple Street, 4WW Salt Lake City, UT 84150-0304	Address:
Telephone No:	Telephone No:
Facsimile No: 801-240-4956	Facsimile No:
Email:	Email:
Effective Date:	Fed. I.D. or SSN:
Reviewed By:	License No:
	Date Signed:

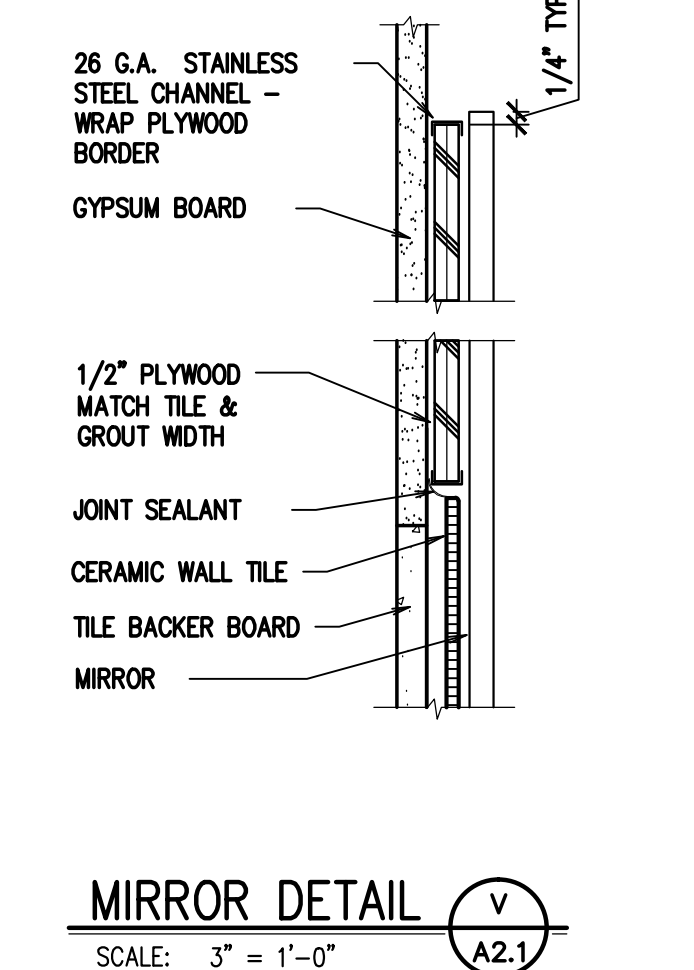
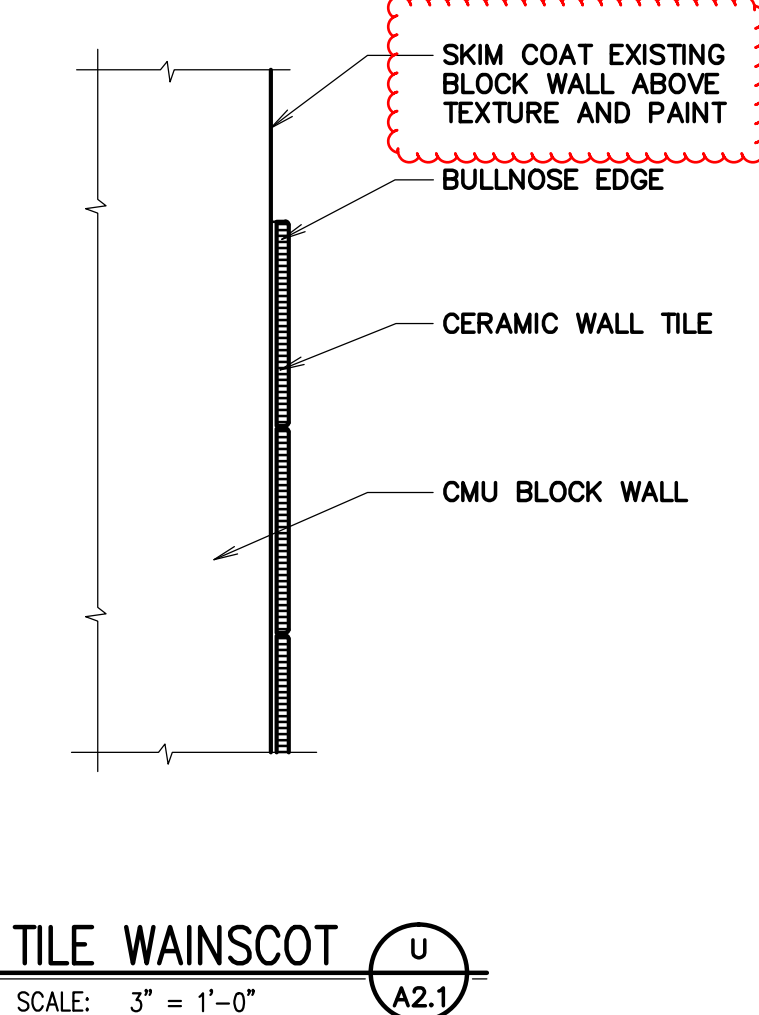
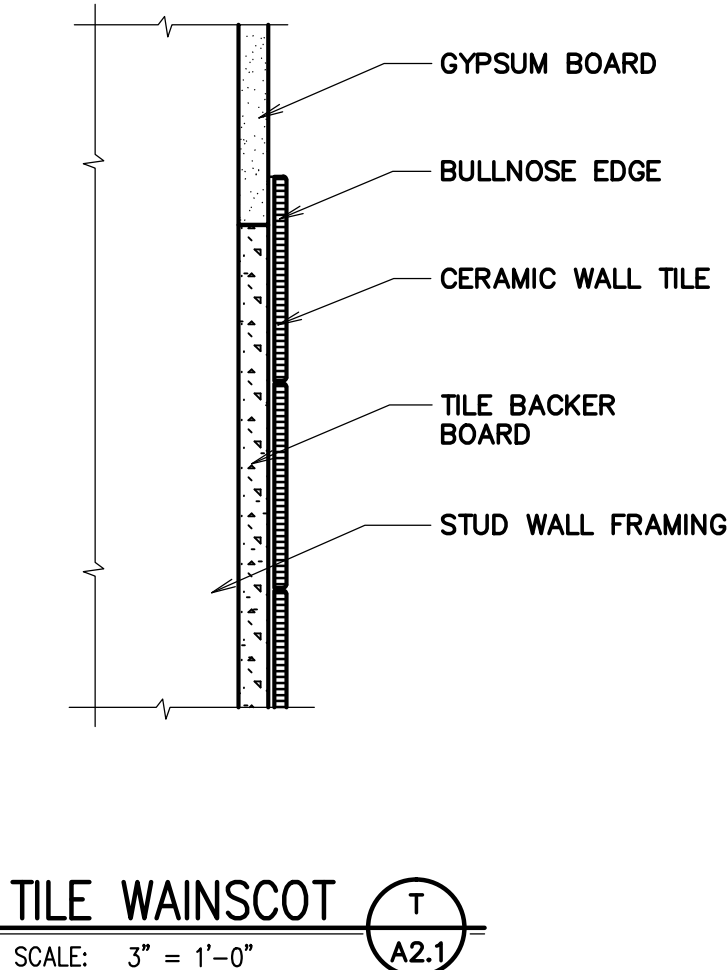
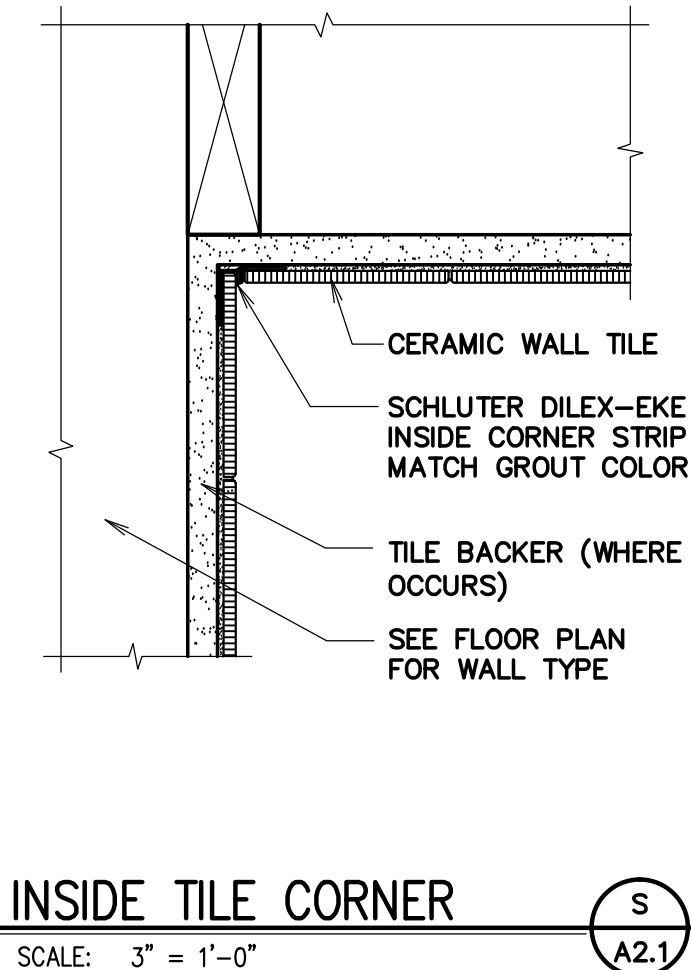
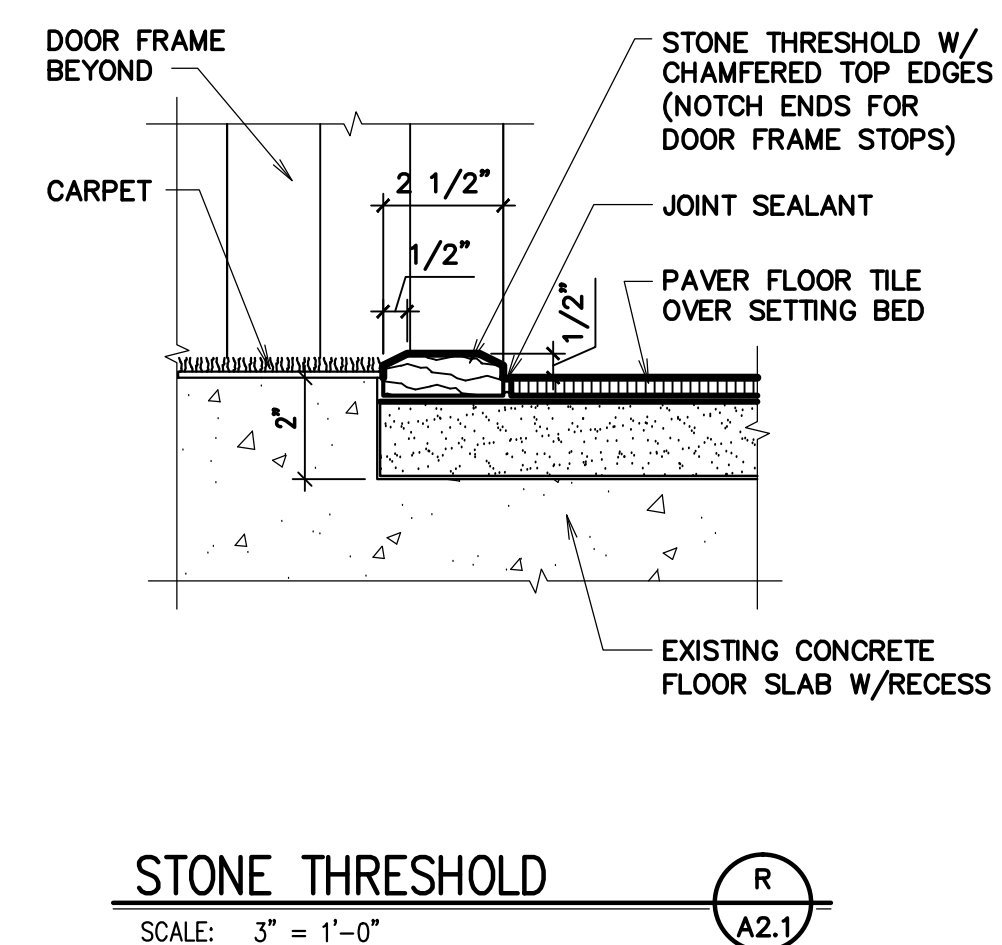
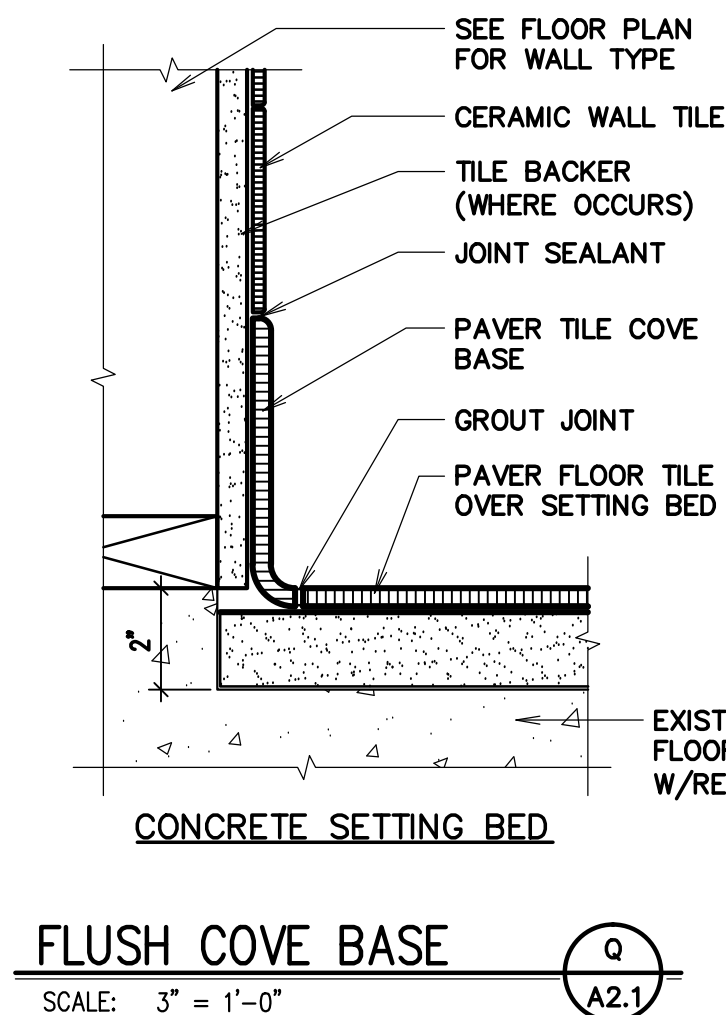
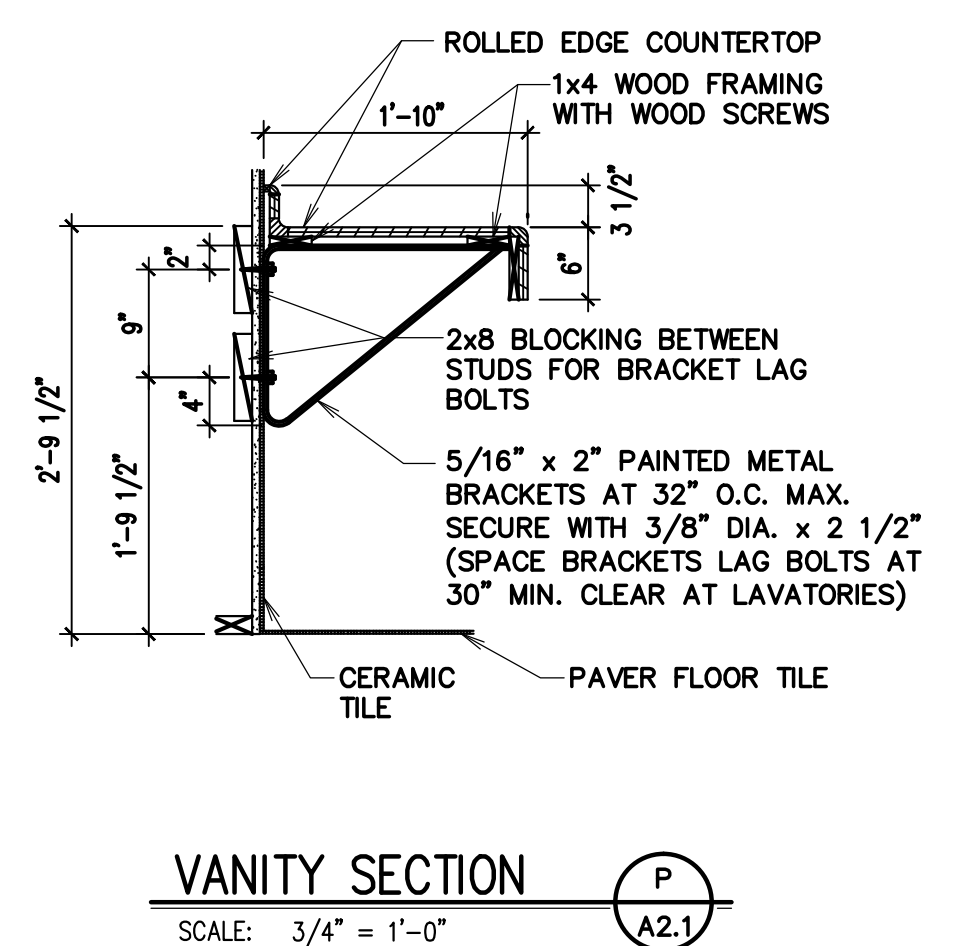
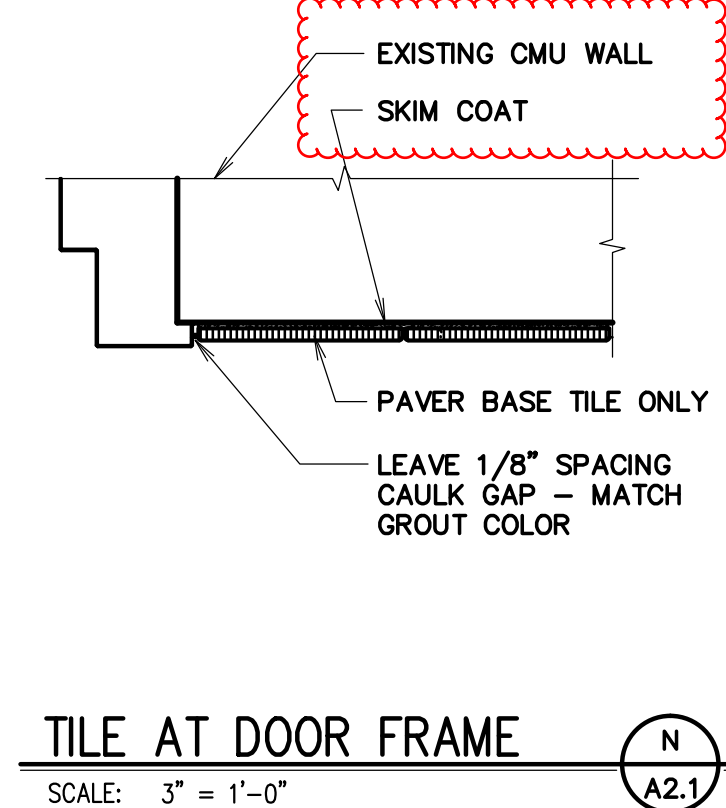
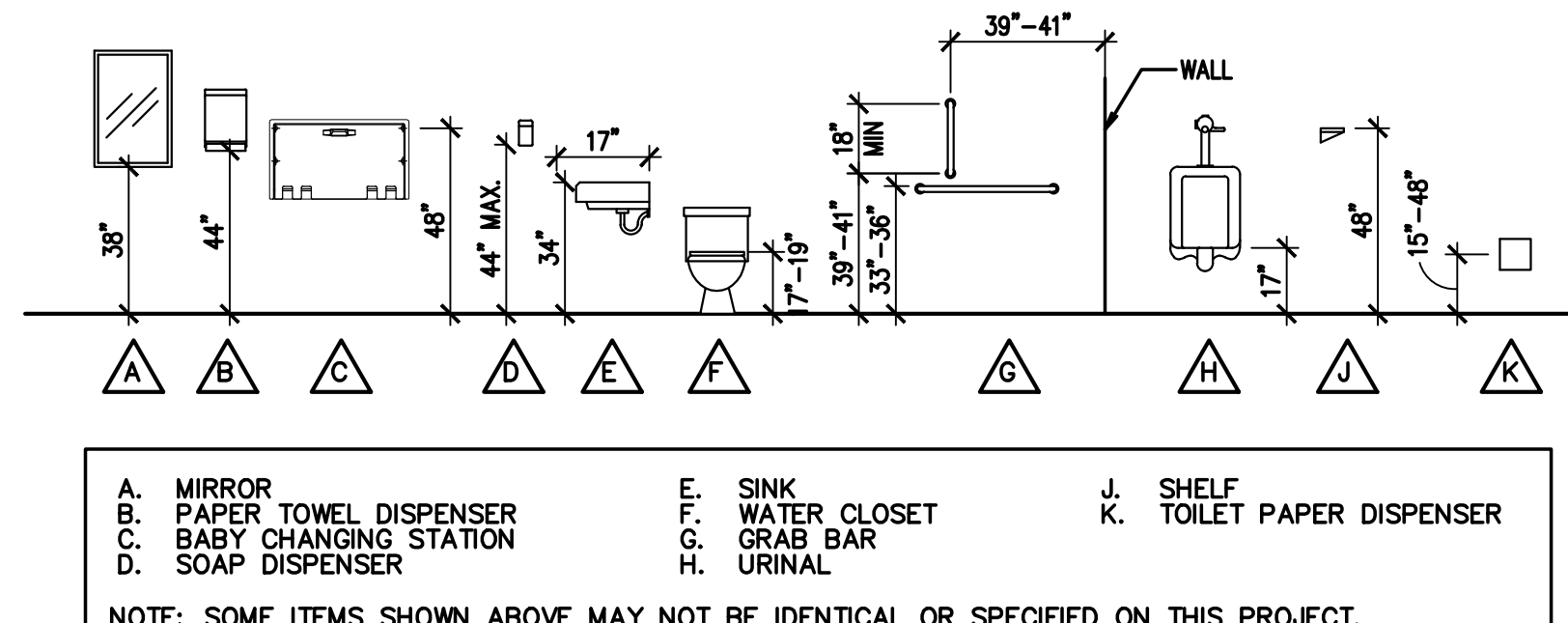
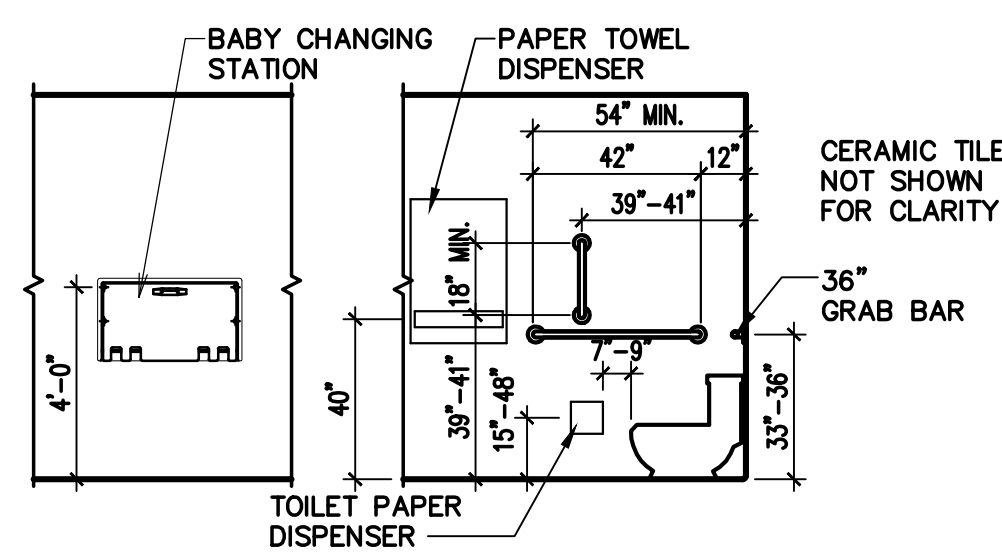
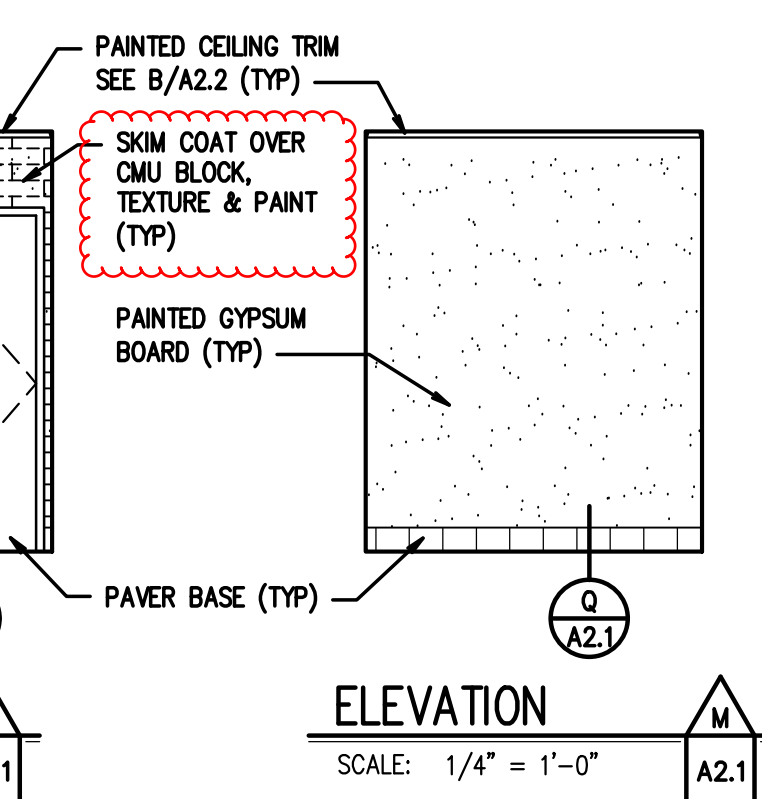
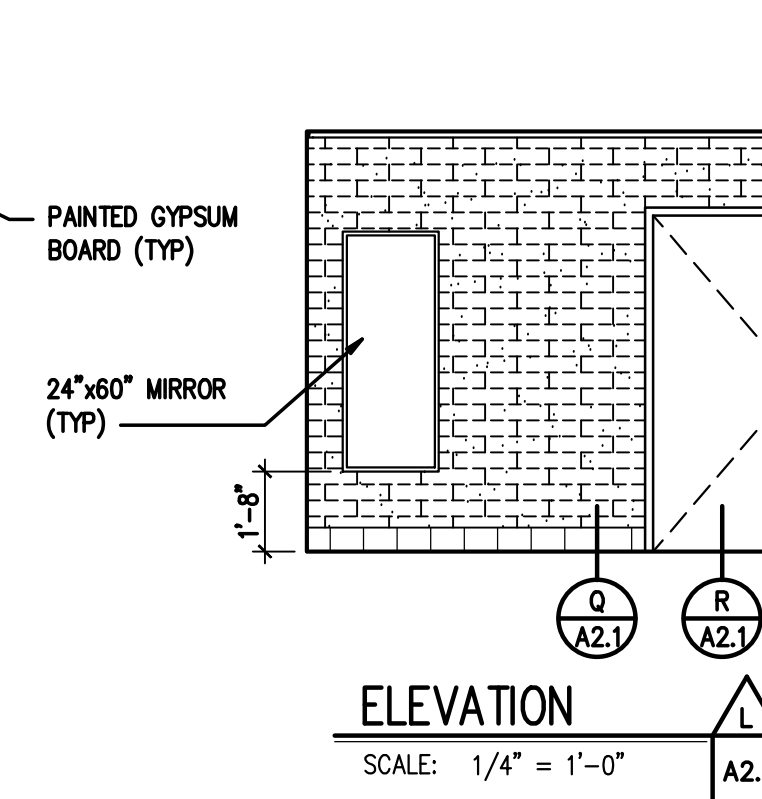
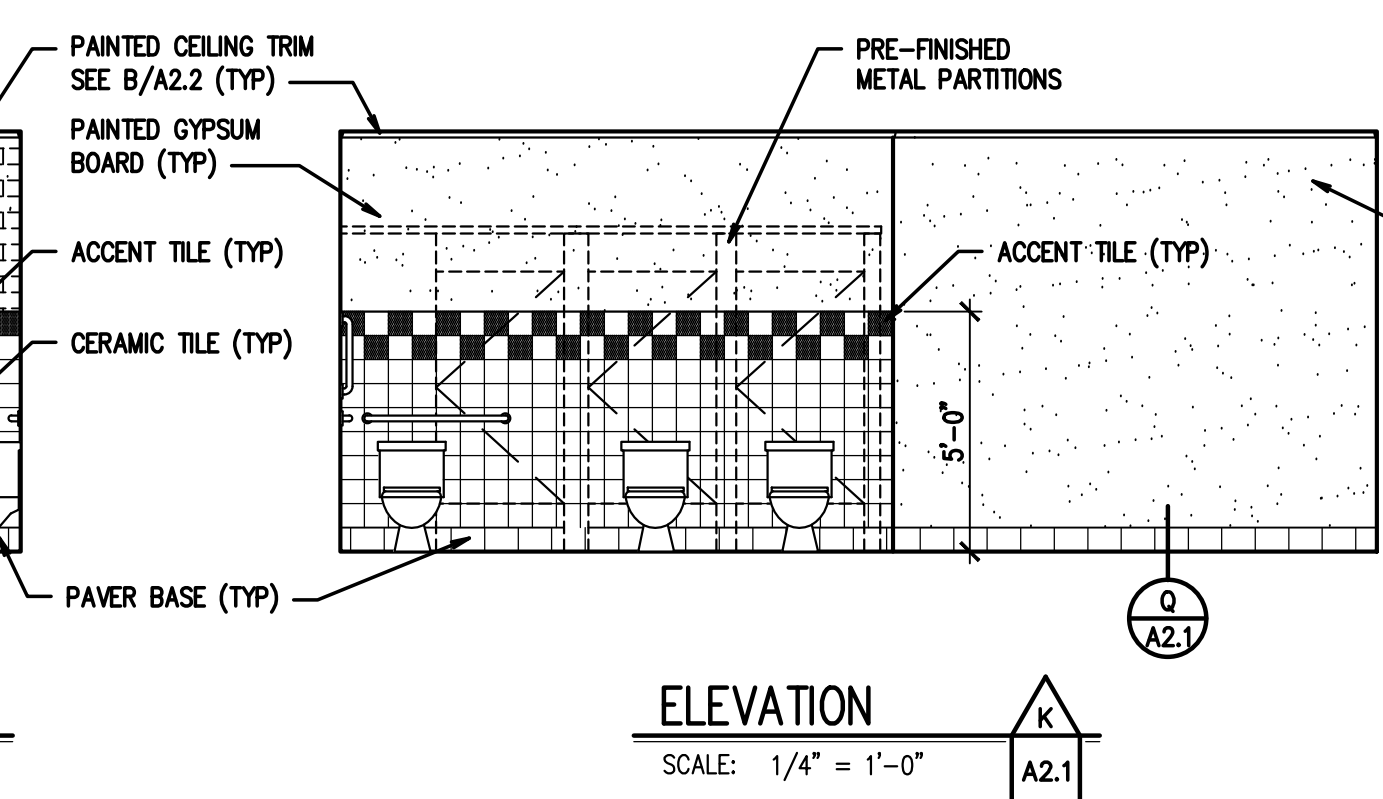
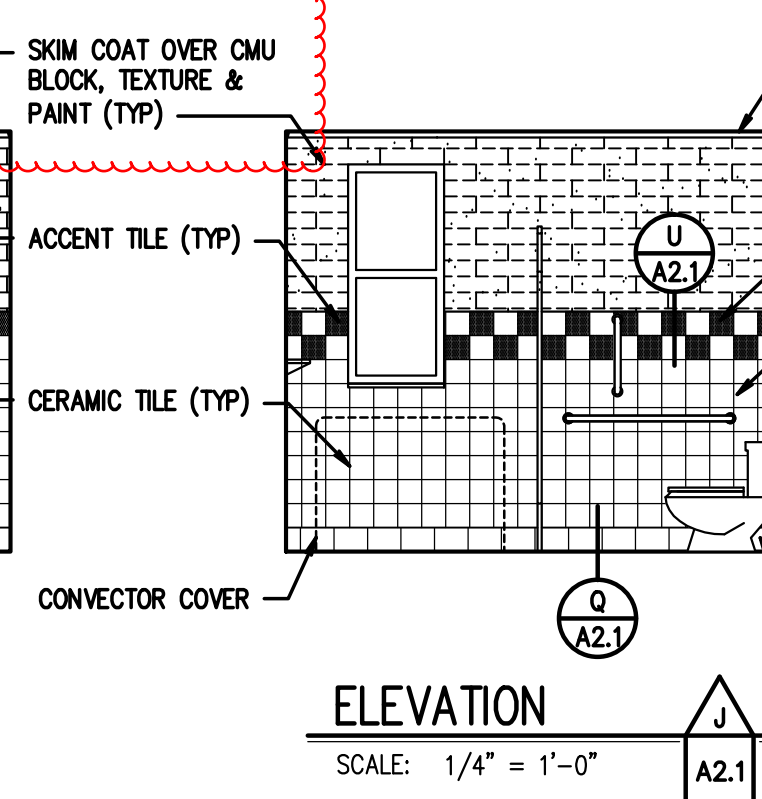
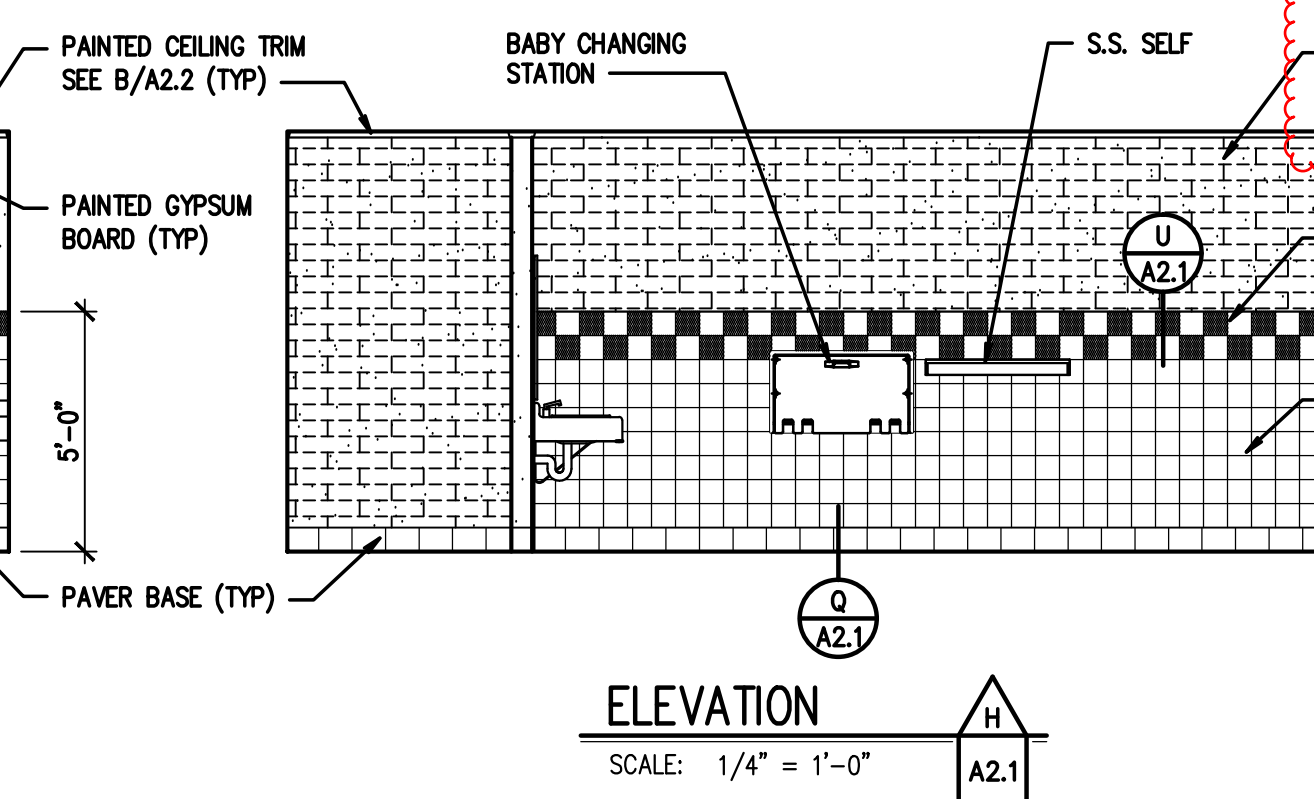
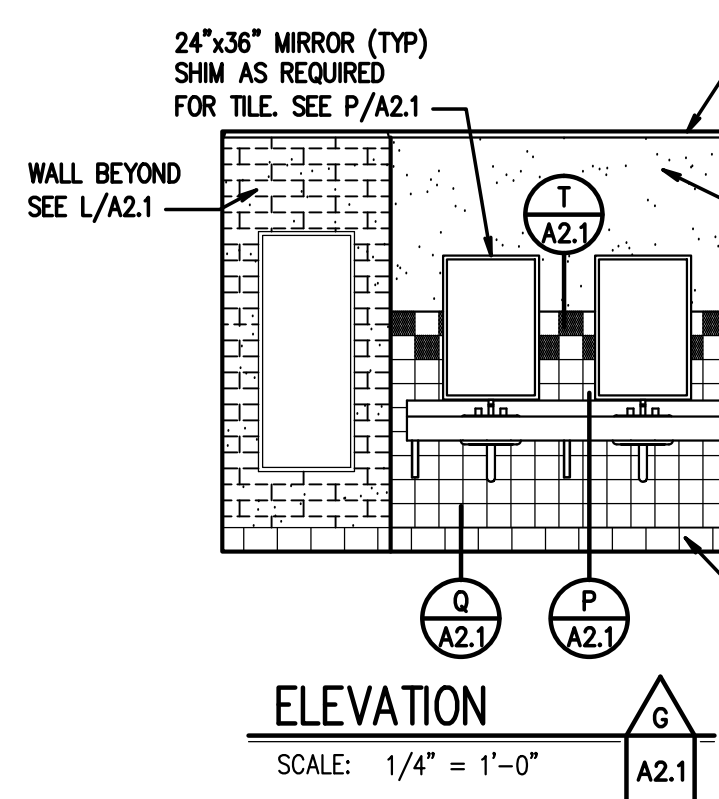
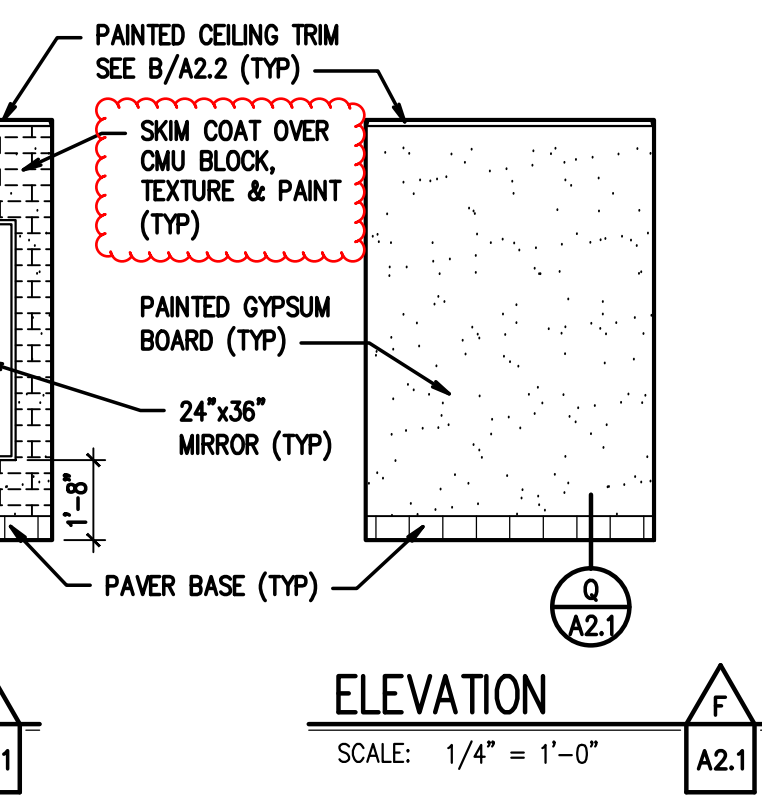
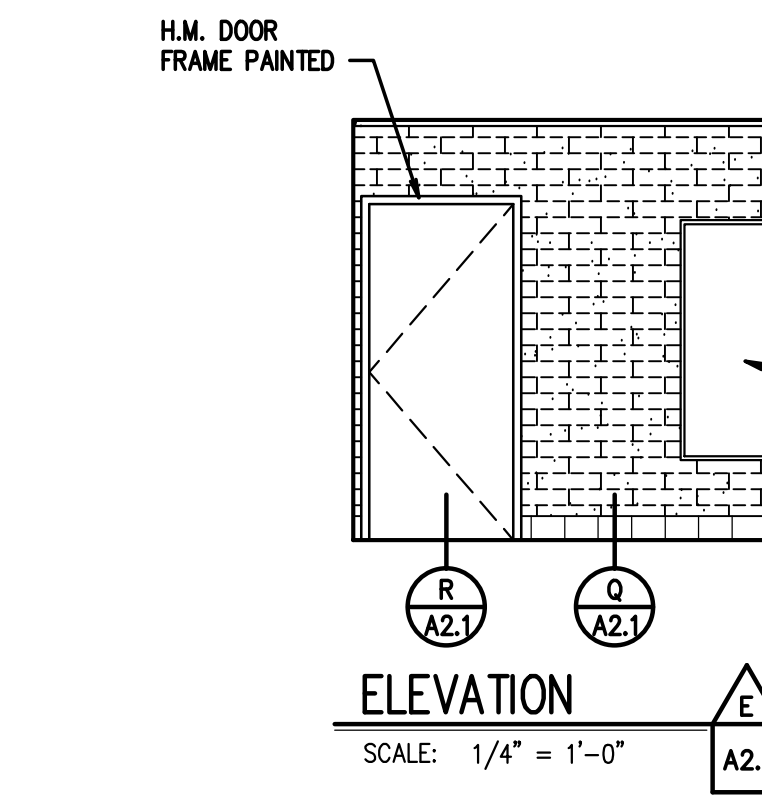
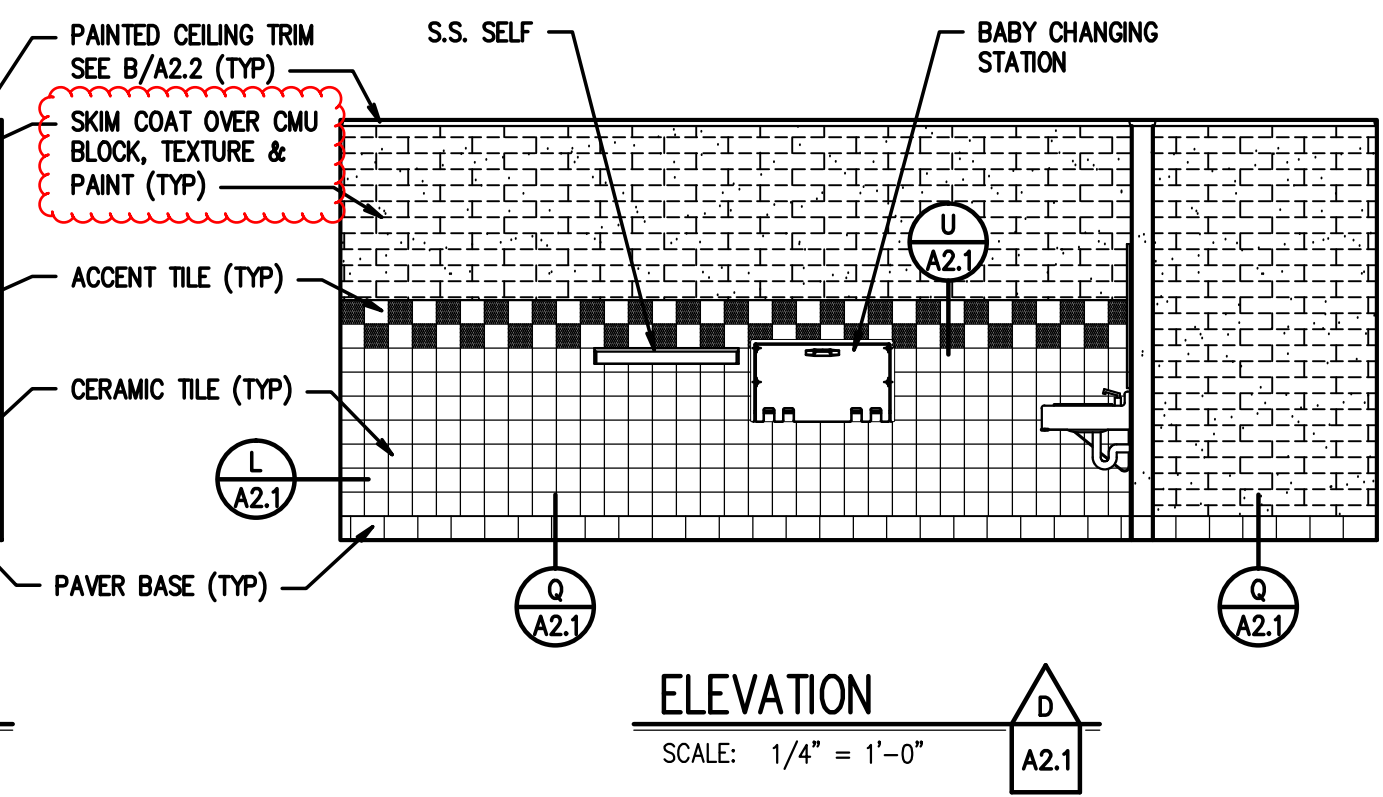
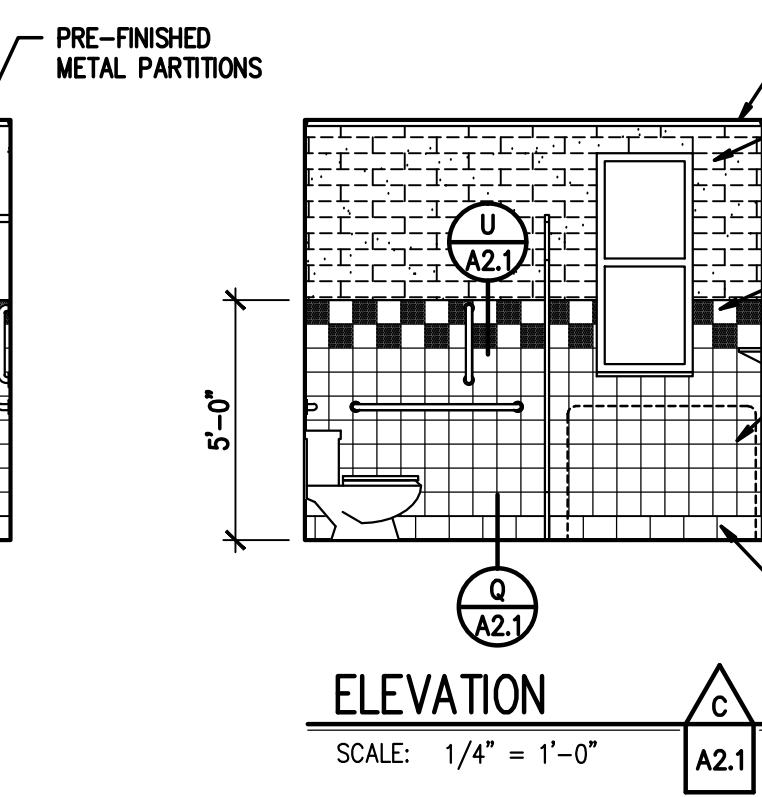
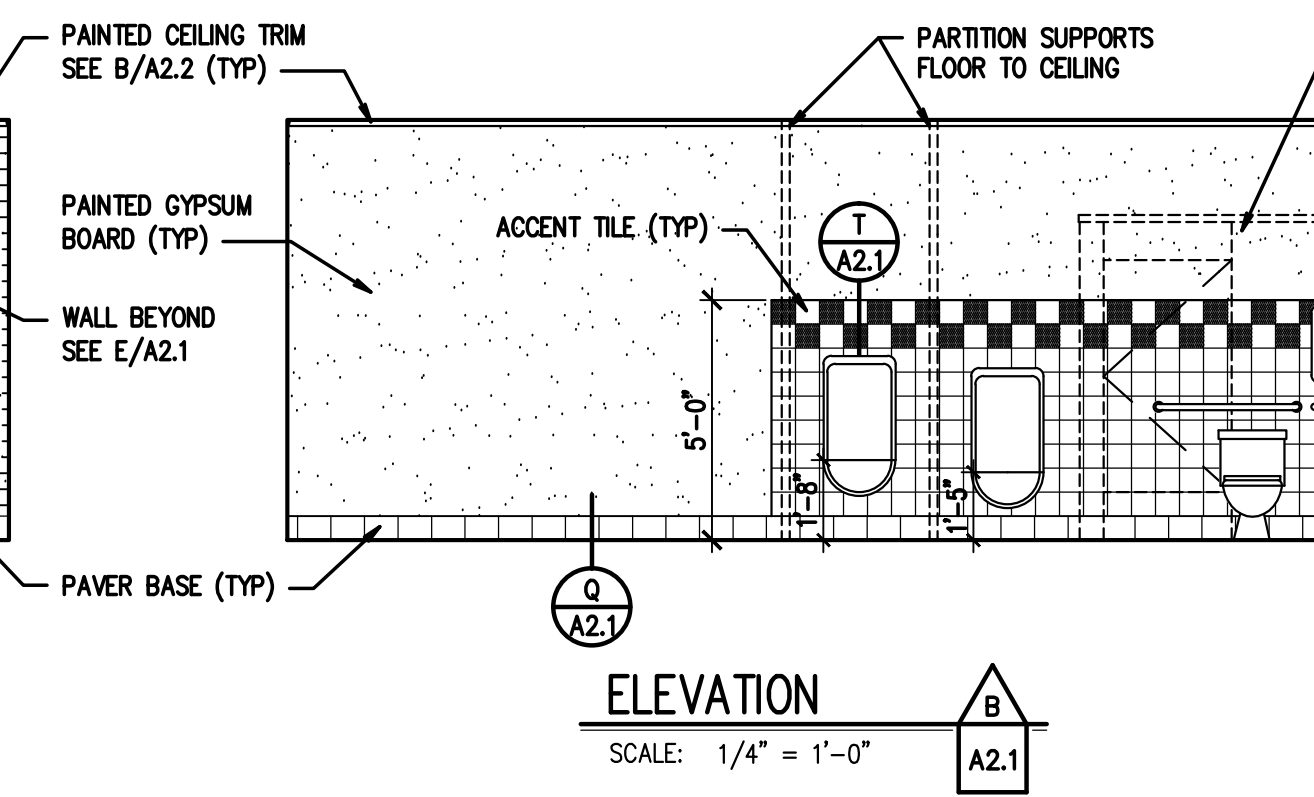
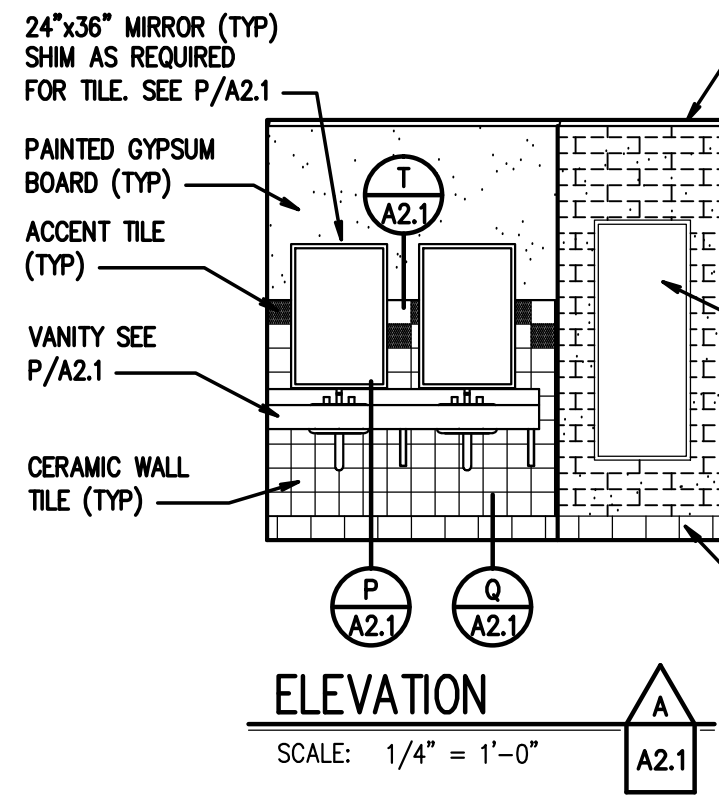
SECTION 08 7107**PROTECTIVE PLATES AND TRIM****PART 1 - GENERAL****1.1 SUMMARY**

- A. Products Furnished But Not Installed Under This Section:
 - 1. Kick plates.
- B. Related Requirements:
 - 1. Section 08 7101: Common Hardware Requirements and VMR Suppliers.

PART 2 - PRODUCTS**2.1 MANUFACTURED UNITS**

- A. Manufacturers:
 - 1. Type Two Acceptable Manufacturers:
 - a. Glynn-Johnson, Indianapolis, IN www.glynn-johnson.com.
 - b. Hager, St Louis, MO (800) 255-3590 or (314) 772-4400 www.hagerhinge.com.
 - c. Ives, Wallingford, CT www.iveshardware.com.
 - d. Rockwood Manufacturing Co, Rockwood, PA www.rockwoodmfg.com.
 - e. Equal as approved by Architect before installation. See Section 01 6200.
- B. Protective Plates:
 - 1. Material: 0.050 inch (1.27) mm thick Stainless Steel.
 - 2. Sizes:
 - a. Kick Plates: 10 inches (255) mm high by width of door less 3/4 inch (19 mm) on each side.

PART 3 - EXECUTION: Not Used**END OF SECTION**



LICENSED ARCHITECT
 APR-82339
 JAMES WYATT
 STATE OF IDAHO
 605-31-19

nwarchitects p.a.
 ARCHITECTURE PLANNING INTERIORS
 SCOTT L. NIELSON, A.I.A. KEVIN R. BODDY, A.I.A. JAMES H. WYATT, A.I.A.
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ADA TOILET ROOM REMODEL FOR:
MENAN 1, 2 WARD
 MENAN IDAHO STAKE
 PROPERTY # 507-2638

INTERIOR ELEVATIONS & DETAILS

PROJECT:
 SHEET TITLE:

REVISIONS

PROJECT NO. 18020
 DATE: MAY 2019
 DRAWN BY: C.J.R.
 CHECKED BY: G.L.N.

DRAWING NO.:

A2.1

