

Construction Contract

This agreement is made on the date written above our signatures between Contractor's Name: **Jake Holcomb Construction, LLC** (Contractor) and Owner's Name: **Midvale School District #433** (Owner).

Contractor

Contractor's Name: **Jake Holcomb Construction, LLC**

Address: 1012 N Pioneer Way

City: Parma, State: Idaho Zip: 83660

Work Phone Number: (208) 501-3849

Cell Phone Number: (208) 501-3850

Fax Number: (208) 932-9690

Email Address: jakeholcombllc@yahoo.com

License Number: PW 017773-CC-3-4

Owner

Owner's Name: **Midvale School District #433**

Address: 56 School Road

Address: PO Box 130

City: Midvale, State: Idaho Zip: 83645

Day Phone Number: (208) 355-2234

Cell Phone Number: (208) 741-0181

Fax Number: (208) 355-2347

Email Address: warren@ruralnetwork.net

I. Project Description

A. For a price identified below, Contractor agrees to erect Pre Engineered Steel Building as per R & M Steel Company plans; Provide Roof Seaming Tool for Metal Roof Seams; Labor to install R-19 WMPVR Wall Insulation (insulation provided by owner); Bolt Torque Inspection; Red Iron Frame for Windows and Doors and cover with Sheet Metal Siding.

II. Contract Price

A. In addition to any other charges specified in this agreement, Owner agrees to pay Contractor \$107,173 for completing the Work described as the Project.

III. Scheduled Start of Construction

A. Work under this agreement will begin when convenient for both Owner and Contractor. If the building is delivered by mid February 2015, building erecting could begin on or around that date.

IV. Scheduled Completion of Construction

A. Work under this agreement will be completed in a reasonable time, consistent with the schedule of Contractor and Owner. Estimated time of completion May 2015.

V. Documents Supplied to Contractor

A. Owner will furnish to Contractor at no cost:

1. 1 full sets of Plans and Specifications. If Contractor needs additional Plan sets, Owner will

furnish those Plan sets to Contractor.

VI. Scope of Work

- A. The intent of this contract is to provide for the construction, complete in every detail, of the Work described in or reasonably inferred from the Contract Documents, at the Contract Price and within the time established in the Contract Schedule. Contractor has the duty to determine the means, methods, techniques, sequences and procedures required to complete the Project as described and inferred.
- B. Contractor accepts responsibility for all Work performed under this contract, including Work performed by Subcontractors, if used.
- C. Owner shall provide on the Job Site during the period of construction a temporary chemical toilet or water closet.
- D. Owner shall provide on the Job Site during the period of construction temporary electrical for general construction use.

VII. Permits and Fees

- A. Owner will pay the building permit fee, Plan check fee, Inspection of the Project fee if applicable.
- B. Owner will secure all approvals for the Project that are required by government authority, including planning, easements, remediation, environmental, and zoning approvals.

VIII. Owner's Responsibilities

- A. Owner will not interfere with or permit others to interfere with, stop, hinder, or delay completion of the Work by Contractor except as provided under this agreement.

IX. Representations by Contractor

- A. The Contract Price is based on Contractor's careful evaluation of Plans, Specifications, Contract Documents, local conditions, including availability of labor, material, equipment, and transportation.
- B. Contractor has reported to Owner all errors, inconsistencies, ambiguities, and omissions found in the Plans and Specifications and have concluded that the Contract Documents define the Work required with enough detail to allow Contractor to complete the Project.
- C. Contractor affirms that he is financially solvent, licensed, experienced, competent, and will have resources necessary to complete the Work assigned in compliance with the Contract Documents.

X. Payment Plan

- A. Owner will pay to Contractor the Contract Price in installments consisting of progress payments and a final payment on completion of the Work.

XI. Progress Payments

A. Schedule of Progress Payments

- 1. Each progress payment will cover Work done during the pay period. The amount of each progress payment will be based on the value of Work completed.

B. Processing of Progress Payments

- 1. Prior to the 3rd Monday of the month before each progress payment is due under the terms of this contract, Contractor shall provide Owner with an application for payment (invoice) in a form which complies with generally accepted trade practice.

2. Except as provided otherwise in this agreement, Owner shall pay the amount due within 10 calendar days after approval of any application for progress or final payment.
3. The amount of each progress payment shall be based on the value of construction put in place during the payment period as calculated from the cost estimate and proposal submitted by Contractor for the Project.
4. Each application for payment shall include a certification by Contractor that the charges are an accurate statement of the amount earned and payable under the terms of this contract for the current payment period, and include no items for which payment has been made previously.
5. Applications for payment shall include amounts due for changes only if approved as Change Orders or required as changes by Owner.
6. Owner may withhold payment while Contractor is in material breach of this contract.

XII. Grounds for Withholding Payment

- A. Owner may withhold payment due Contractor for Defective Work which has not been corrected in compliance with terms of this agreement.
- B. Grounds entitling Owner to withhold certain amounts due Contractor under this agreement shall not relieve Owner of the obligation to pay Contractor other amounts then due and shall not relieve Owner of the obligation to pay up to ninety-percent (90%) of total contract amount until final inspection when the reason for withholding payment no longer exists.

XIII. Final Payment

- A. Contractor will submit an application for final payment to Owner when the Work has been completed in compliance with the Contract Documents. If Owner agrees that Work has been completed, payment is due Contractor for the entire unpaid balance of the contract amount.
- B. Making of final payment constitutes waiver of all Claims by Owner against Contractor, except: (1) Outstanding lien Claims or Claims for liens, (2) Claims for Defective Work specifically identified before the making of final payment, (3) Defects which result from failure by Contractor to perform the Work in strict accordance with the Contract Documents, (4) Any warranty or guarantee required by the Contract Documents, (5) Any Claim for which Contractor was specifically given notice before final payment, and (6) Any right Owner has as a matter of Law.
- C. The acceptance of final payment by Contractor shall constitute a release by Contractor of known Claims against Owner arising out of this contract except those Claims which (1) Have been made in writing and identified by Contractor as not having been settled at that time, or (2) Are based on fraud or misconduct by Owner.
- D. Owner has no obligation to make final payment until a final Inspection has been completed by the appropriate governing authority.
- E. Application for final payment constitutes affirmation by Contractor that all payrolls, bills for materials, equipment charges, applicable sales/use tax, and other obligations of Contractor in connection with the Work have been paid or otherwise satisfied.

XIV. Changes in the Work

- A. Changes ordered by Owner shall be in writing and shall result in a revision of the Contract Price and the Contract Time as provided by this agreement.
- B. Any change in Plans, Specifications or Contract Documents necessary to conform to existing or future Laws, codes, ordinances or regulations shall be considered Extra Work.

C. If Owner requires Bonding or Davis Bacon Wages, the additional cost to Contractor will be considered a Change Order for additional work.

D. No Claim for payment for Extra Work and no Claim for additional time to complete the Work shall be recognized under this agreement without a written Change Order or a notice of Claim. Failure by Contractor to assert the right to a written Change Order or a Claim within 30 calendar days after beginning Work on a change in the Work shall constitute waiver by Contractor of the right to additional compensation and waiver of the right to additional time to complete a change in the Work. No act or omission of either Contractor or Owner shall be interpreted as waiver of the Requirement for a written Change Order or notice of Claim, nor shall any Claim that Owner has been unjustly enriched support a Claim for a constructive Change Order. The provisions of this paragraph are the essence of this agreement.

E. Should Contractor and Owner fail to agree promptly on the terms of a Change Order, Contractor shall be paid, pending resolution of the dispute, the portion of the cost of the change not in dispute, including the costs of time and materials required to execute the change. Payments required under this paragraph shall be made as the Work progresses, concurrently with progress payments.

XV. Contractor Claims

A. If Contractor claims that any instruction, Drawing, act or omission of Owner or any representative of Owner, or any agency of government, increases costs to Contractor, requires extra time or changes the Scope of Work, Contractor shall have the right to assert a Claim for such costs or time.

XVI. Notice of Claims

A. The amount Claimed by Contractor shall be calculated in accord with provisions in this contract on charges for Extra Work.

XVII. Insurance

A. General Requirements

1. Contractor shall carry workers' compensation insurance and public liability insurance as required by Law and regulation for the protection of Contractor and Owner during progress of the Work.

Signatures

The signatures that follow constitute confirmation by those signing that they have examined and understand the Contract Documents and agree to be bound by the terms of these documents.

This agreement is entered into as of the date written below.

Owner's Name: Midvale School District #433, Owner

(Signature)

January 26, 2015

(Date)

James R Warren, Superintendent

(Printed Name and Title)

Contractor's Name: Jake Holcomb Construction, LLC, Contractor

(Signature)

January 27, 2015

(Date)

Jake Holcomb, Managing Member

(Printed Name and Title)

Jake Holcomb

Construction, LLC

Parma, ID

208-501-3850

Estimate

Date	Proposal #
4/28/2015	Chg. Order 1

Name / Address
Midvale School District
965 E. Commercial St 56 School Rd
Weiser, ID 83672 - Midvale, ID 83645

Project

Description	Total
Wall Insulation Upgrade to R25 Energy Saver from R19WMPVR	12,922.56
Delete Labor for R19WMPVR Installation	
Add Labor for R25 Energy Saver	
Add Equipment Rental Cost for Additional Days Needed	
Energy Saver System will require additional days due to mounting insulation suspension system, insulate from interior side, and cover with vinyl moisture barrier paper (to be glued to post and beams)	

Signed: James R. Warren , Superintendent

April 29, 2015

1012 N Pioneer Way - Parma, ID 83660 - Office 208-501-3849

ID RCE-35666 ID PW 017773-CC-3-4

OR CCB 200778 ND 48535-C

Pricing Effective for 30
Days from Date of Quote