

WEST BONNER COUNTY SCHOOL DISTRICT #83
 134 Main Street, Priest River ID 83856 | 208-448-4439

CONSTRUCTION SERVICES AGREEMENT

| | |
|------------------------------------|--|
| Project Name | |
| Project Location | |
| Contract No. | |
| Agreement Date | |
| Commencement Date | |
| Substantial Completion Date | |
| Owner (District) | West Bonner County School District #83 |
| District Representative | |
| District Phone/Email | |
| Contractor | |
| Contractor Address | |
| Contractor License No. | |
| Contractor Representative | |
| Contractor Phone/Email | |

THE PARTIES NAMED ABOVE AGREE AS FOLLOWS:

1. SCOPE OF WORK

Contractor shall perform all Work described in Exhibit A (Scope of Work) including all labor, materials, equipment, permits, and services necessary for full completion. Contractor shall:

- A. Comply with all applicable federal, state, and local laws, including Idaho Code and the ADA.
- B. Obtain and pay for all required permits and inspections unless otherwise specified.
- C. Maintain a safe, clean site; protect existing structures, utilities, and District property; promptly repair any damage at no cost to the District.
- D. Limit construction activity to 7:00 a.m.–5:00 p.m., Monday–Friday, excluding District holidays, unless the District approves exceptions in writing.
- E. Comply with District campus access, background check, and identification badge requirements per Idaho law.
- F. Perform Work per Exhibit C (Drawings and Specifications). Order of precedence: Change Orders > Agreement > Specifications > Drawings.
- G. Obtain written Change Orders before performing any changed or additional Work. Unauthorized extra work is at Contractor's sole risk and expense.

2. CONTRACT TIME

| | |
|-------------------------------|-----------------------------------|
| Date of Commencement | |
| Substantial Completion | |
| Final Completion | |
| Contract Duration | ___ calendar days |
| Liquidated Damages | \$_____ per calendar day of delay |

Within 10 days of execution, Contractor shall submit a construction schedule for District approval, updated monthly. The schedule shall avoid interference with the academic calendar. Time is of the essence. The District may deduct liquidated damages from any amount owed. Extensions may be granted for delays beyond Contractor's reasonable control (e.g., acts of God, unusual weather) if written notice is given within 5 days of onset.

3. CONTRACT SUM & PAYMENT

| | |
|--------------------------------------|---------------|
| Base Contract Sum | \$ |
| Alternate No. 1 (if accepted): _____ | Add/Deduct \$ |
| Alternate No. 2 (if accepted): _____ | Add/Deduct \$ |
| TOTAL CONTRACT SUM | \$ |

Progress payments shall be made monthly within 30 days of a properly submitted Application for Payment. Within 10 days of execution, Contractor shall submit a Schedule of Values (no front-loading). Retention is 5% of each progress payment, released 35 days after Notice of Completion and resolution of all claims. Final payment (including retention) is due within 35 days after Notice of Completion upon delivery of all closeout documents and resolution of all claims. The District may withhold payment for defective Work, unresolved claims, unpaid subcontractors, or failure to comply with District requirements. Late payments accrue interest at the legal rate.

4. INSURANCE & BONDS

Prior to commencement, Contractor shall maintain at its expense the following coverages from insurers rated A-VII or better (A.M. Best). The District shall be an additional insured on all policies except Workers' Compensation; all policies shall be primary and non-contributory. All policies shall include a waiver of subrogation in favor of the District.

| Coverage | Minimum Limit | Notes |
|------------------------------|--------------------|--|
| Commercial General Liability | \$2M/\$4M | Incl. completed operations 3 yrs post-completion; no sexual misconduct exclusion |
| Automobile Liability | \$1M per accident | All vehicles used on Project |
| Workers' Compensation | Statutory; EL \$1M | |

| | | |
|--|-----------------------|---|
| Builder's Risk | Full replacement cost | District and Contractor as named insureds |
| Umbrella/Excess | \$5M per occ./agg. | Follow-form over CGL, Auto, EL |
| Professional Liability (if design-build) | \$1M per claim/agg. | Maintain 3 yrs post-completion |
| Pollution (if applicable) | \$1M per claim/agg. | Required for hazmat/underground work |
| Performance Bond | 100% of Contract Sum | Required if Contract Sum > \$50,000 |
| Payment Bond | 100% of Contract Sum | Required per public contract law |

Certificates of insurance naming the District as additional insured must be provided before Work commences, upon renewal, and upon request, with 30 days' cancellation notice (10 days for non-payment).

5. SUBCONTRACTORS

Within 3 days of bid award, Contractor shall submit a list of all Subcontractors. No substitution without prior written District approval. Contractor is responsible for all Subcontractor acts and omissions. All Subcontractors must meet the same insurance, safety, background check, and licensing requirements as Contractor, and their subcontracts must include the District's audit rights.

6. COMPLIANCE REQUIREMENTS

- A. Safety Plan: Submit for District approval before commencement, covering barriers, traffic control, dust/noise mitigation, and access limitations near students.
- B. Prevailing Wages: Pay applicable prevailing wages; submit certified payroll weekly; retain records 3 years. Non-compliance is a material breach.
- C. Non-Discrimination: Comply with all applicable equal opportunity and anti-discrimination laws.
- D. Drug/Tobacco-Free Campus: Strictly enforce prohibition of drugs, alcohol, and tobacco on District property. Violations result in immediate removal.
- E. Hazardous Materials: Stop Work and notify District immediately if unexpected hazardous materials are encountered.
- F. Records: Maintain all Project records 5 years after final payment; District and state auditor have audit rights on reasonable notice.

7. WARRANTIES

Contractor warrants all Work against defects in materials and workmanship for one (1) year from Substantial Completion and shall remedy defects at no cost. Manufacturer warranties shall be obtained in the District's name and delivered before final payment. This warranty does not limit the District's rights regarding latent defects, fraud, or claims with longer statutory limitations periods.

8. TERMINATION & SUSPENSION

Termination for Cause: The District may terminate upon 7 days' written notice if Contractor persistently fails to perform, violates law or District requirements, becomes insolvent, fails to maintain required insurance/bonds, or otherwise materially breaches. Contractor shall be paid only for Work properly performed, less District damages.

Termination for Convenience: The District may terminate upon 14 days' written notice. Contractor shall be compensated for Work satisfactorily completed, reasonable demobilization costs, and overhead and profit on completed Work only. Termination fee (if any): _____.

Suspension: The District may suspend Work at any time. Contractor is entitled to an equitable adjustment in Contract Sum and time for costs attributable to suspensions exceeding 30 days.

9. DISPUTE RESOLUTION

Disputes shall first be submitted in writing to the District's Representative (response within 10 business days), then escalated to the Superintendent (10 additional business days). Unresolved disputes proceed to non-binding mediation in Idaho, costs shared equally, as a condition precedent to litigation (except public bidding, prevailing wage, or emergency injunctive relief matters). Unresolved disputes after mediation are litigated in Bonner County, Idaho. Both parties waive jury trial. The prevailing party may recover reasonable attorneys' fees and costs. All claims against the District must be presented in writing within the time required by Idaho law.

10. GENERAL PROVISIONS

Governing Law: Idaho law governs. Entire Agreement: This Agreement and Exhibits supersede all prior negotiations; amendments must be in writing and signed by both parties. Indemnification: Contractor shall indemnify, defend, and hold harmless the District, its Board, officers, employees, and agents from all claims arising from Contractor's Work, except to the extent caused by the District's sole negligence or willful misconduct. Independent Contractor: Contractor is not an employee, partner, or agent of the District and is solely responsible for its own taxes and employment obligations. No Assignment without prior written District consent. Severability. Notices in writing by hand, certified mail, or overnight courier. Counterparts and electronic signatures are valid. Contractor certifies compliance with Idaho Code §67-2346 (Anti-Boycott Against Israel Act) and Idaho Code §67-2359 (no ownership/operation by the government of China).

[Signatures to follow]

SIGNATURES

| | |
|--|---|
| DISTRICT / OWNER WEST BONNER COUNTY SCHOOL DISTRICT #83 | CONTRACTOR [Contractor Legal Name] |
| <hr/> Authorized Signature | <hr/> Authorized Signature |
| <hr/> Printed Name and Title | <hr/> Printed Name and Title / License No. |
| <hr/> Date | <hr/> Date |

Board Approval Date: _____ Resolution No.: _____

EXHIBITS

| Exhibit | Title | Notes |
|---------|--------------------------------------|--------------------------------------|
| A | Scope of Work | <i>Attach drawings & specs</i> |
| B | Insurance Requirements & Certificate | |
| C | Drawings and Specifications List | |
| D | Contractor's Bid / Proposal | |
| E | Schedule of Values | <i>Submit within 10 days</i> |
| F | Construction Schedule (Baseline) | <i>Submit within 10 days</i> |
| G | List of Subcontractors | <i>Submit within 3 days of award</i> |
| H | Performance Bond | <i>If required</i> |
| I | Payment Bond | <i>If required</i> |
| J | Prevailing Wage Requirements | |

