

Emmett Independent School District #221
CONSTRUCTION CONTRACT

This Construction Contract (the "Contract") is made as of July 13, 2015 (the "Effective Date") by and between Emmett Independent School District #221 ("Emmett School District") of 400 S Pine St, Emmett, Idaho 83617, and Town & Country Flooring Co. ("Contractor") of 5200 N Sawyer Ave. Ste. A, Boise, ID 83714

Contractor desires to provide Construction services to Emmett School District and Emmett School District desires to obtain such services from Contractor.

THEREFORE, in consideration of the mutual promises set forth below, the parties agree as follows:

1. DESCRIPTION OF SERVICES. Beginning on July 14, 2015 Contractor will provide to Emmett School District the services described in the Bid Documents for the Shadow Butte Elementary School Flooring Project and Emmett High School Flooring Project and Informal Bid Form attached as Exhibit A (collectively, the "Services").

2. SCOPE OF WORK. Contractor will provide all services, materials, and labor for the Shadow Butte Elementary School Flooring Project and Emmett High School Flooring Project as outlined in the Invitation for Informal Bids dated June 30, 2015. Work will be performed at Emmett High School at 721 W 12th St, Emmett, Idaho, 83617; Shadow Butte Elementary School 3900 W Idaho Blvd, Emmett ID 83617; a change order at Emmett Middle School 301 E 4th Street, Emmett, ID 83617 hereinafter referred to as ("Worksites").

This includes building and construction materials, necessary labor and site security, and all required tools and machinery needed for completion of construction.

Emmett High School: Provide all materials, equipment, and labor necessary to complete the Tandus Forward Motion broadloom installation at the above referenced location. This includes the Offices, Classrooms 101, 104, 105, 106, 109, 110, 111, and 112.

Shadow Butte Elementary School: Provide all materials, equipment, and labor necessary to complete the polished concrete floor and Rubber Sheet Flooring at the above referenced location. This includes the Cafeteria and Stage area. The Contractor shall furnish a complete demolition, removal, and installation of all systems of the Contract Documents. **This includes a new 6 inch rubber base at the polished concrete floor.**

Contract will protect the drywall and other parts of the building from water damage due to the water used in polishing the concrete floor.

Provide all materials, equipment, and labor necessary to complete the wood subfloor installation. American Plywood Association (APA) underlayment grade plywood should be double sheeted to achieve a total thickness of 1 1/4 inch, installed as detailed in ASTM F1482 standard practice for installation and preparation of panel type underlayments to receive resilient flooring. Screw type fasteners only. The Contractor shall furnish a complete demolition, removal, and installation of all systems of the Contract Documents.

3. PLANS, SPECIFICATIONS AND CONSTRUCTION DOCUMENTS. Emmett School District will make available to Contractor all plans, specifications, drawings, blueprints, and similar construction documents necessary for Contractor to provide the Services described herein. Any such materials shall remain the property of Emmett School District. Contractor will promptly return all such materials to Emmett School District upon completion of the Services.

4. COMPLIANCE WITH LAWS. Contractor shall provide the Services in a workmanlike manner, and in compliance with all applicable federal, state and local laws and regulations, including, but not limited to all provisions of the Fair Labor Standards Act, the Americans with Disabilities Act, and the Federal Family and Medical Leave Act.

5. WORK SITE. Emmett School District warrants that Emmett School District owns the property herein described, free and clear of any liens and encumbrances. Prior to the start of construction, Emmett School District shall provide an easily accessible building site.

6. MATERIALS: Contractor shall provide the specified materials as outlined in the bid documents. No change in materials will be allowed without the written approval of Emmett School District.

7. PAYMENT. Payment shall be made to Town & Country Flooring Co. 5200 N. Sawyer Ave. Ste. A, Boise, ID 83714 in the amounts of:

Emmett High School Flooring Project	\$33,915.00
Shadow Butte Elementary School Flooring Project	\$30,425.00

For a total amount of ~~\$64,340.00~~ upon completion of the services described in this Contract and after approval at the regular Emmett School Board meeting following completion of the contract.

In addition to any other right or remedy provided by law, if Emmett School District fails to pay for the Services when due, Contractor has the option to treat such failure to pay as a material breach of this Contract, and may cancel this Contract and/or seek legal remedies.

8. TERM. Contractor shall commence the work to be performed within 15 days of July 14, 2015, and shall complete the work on or before August 14, 2015, time being of the essence of this contract.

9. CHANGE ORDER. Emmett School District may make changes to the scope of the work from time to time during the term of this Contract. However, any such change or modification shall only be made in a written "Change Order" which is signed and dated by both parties. Such Change Orders shall become part of this Contract. Emmett School District agrees to pay any increase in the cost of the Construction work as a result of any written change order that includes actual cost and is dated and signed.

No payment will be made for any Change Order that does not meet these requirements before the Change Order work begins. In the event the cost of a Change Order is not known at the time a Change Order is executed, Contractor shall provide a not to exceed estimate and Emmett School District shall pay the actual cost or the not to exceed estimate whichever is less. Contractor agrees to assume all cost to any additional work performed that does not follow these change order requirements.

10. PERMITS. Emmett School District shall obtain all necessary building permits. Contractor shall apply for and obtain any other necessary permits and licenses required by the local municipal/county government to do the work, the cost thereof shall be included as part of the Payment to Contractor under this Contract.

11. INSURANCE. Before work begins under this Contract, Contractor shall furnish certificates of insurance substantiating that Contractor has placed in force valid insurance covering its full liability under the Workers' Compensation laws of the State of Idaho and shall furnish and maintain general liability insurance, and builder's risk insurance for injury to or death of a person or persons, and for personal injury or death suffered in any construction related accident and property damage incurred in rendering the Services.

Upon termination of this Contract, Contractor will return to Emmett School District all records, notes, documentation and other items that were used, created, or controlled by Contractor during the term of this Contract.

12. INDEMNIFICATION. With the exception that this Section shall not to be construed to require indemnification by Contractor to a greater extent than permitted under the public policy of the State of Idaho, Contractor shall indemnify Emmett School District against, hold it harmless from and defend Emmett School District from all claims, loss, liability, and expense, including actual attorneys' fees, arising out of or in connection with Contractor's Services performed under this Contract. This indemnity shall be provided even if Emmett School District is partly responsible for the claim, damage, injury or loss, but Contractor shall not provide indemnity against claims or losses deemed to be caused by the sole negligence or willful misconduct of Emmett School District or Emmett School District's agents or employees.

13. WARRANTY. Contractor shall provide its services and meet its obligations under this Contract in a timely and workmanlike manner, using knowledge and recommendations for performing the services which meet generally acceptable standards in Contractor's community and region, and will provide a standard of care equal to, or superior to, care used by service providers similar to Contractor on similar projects. Contractor shall construct the structure in conformance with the plans, specifications, and any breakdown and binder receipt signed by Contractor and Emmett School District.

Contractor will provide Emmett School District with any warranties for materials provided by the carpet or flooring manufacturers.

14. FREE ACCESS TO WORKSITES. Emmett School District will allow free access to work areas for workers and vehicles and will allow areas for the storage of materials and debris. Driveways will be kept clear for the movement of vehicles during work hours. Contractor will make reasonable efforts to protect driveways, lawns, shrubs, and other vegetation. Contractor also agrees to keep the Worksites clean and orderly and to remove all debris as needed during the hours of work in order to maintain work conditions which do not cause health or safety hazards.

15. UTILITIES. Emmett School District shall provide and maintain water and electrical service, if necessary. Emmett School District shall permit Contractor to use, at no cost, any electrical power and water necessary to carry out and complete the work.

16. INSPECTION. Emmett School District shall have the right to inspect all work performed under this Contract.

17. DEFAULT. The occurrence of any of the following shall constitute a material default under this Contract:

- a. The failure of Emmett School District to make a required payment when due.
- b. The insolvency of either party or if either party shall, either voluntarily or involuntarily, become a debtor of or seek protection under Title 11 of the United States Bankruptcy Code,
- c. A lawsuit is brought on any claim, seizure, lien or levy for labor performed or materials used on or furnished to the project by either party, or there is a general assignment for the benefit of creditors, application or sale for or by any creditor or government agency brought against either party.
- d. The failure of Emmett School District to make the building site available or the failure of Contractor to deliver the Services in the time and manner provided for in this Contract.

18. REMEDIES. In addition to any and all other rights a party may have available according to law of the State of Idaho, if a party defaults by failing to substantially perform any provision, term or condition of this Contract (including without limitation the failure to make a monetary payment when due), the other party may terminate the Contract by providing written notice to the defaulting party. This notice shall describe with sufficient detail the nature of the default. The party receiving said notice shall have fifteen days from the effective date of said notice to cure the default(s). Unless waived by a party providing notice, the failure to cure the default(s) within such time period shall result in the automatic termination of this Contract.

19. FORCE MAJEURE. If performance of this Contract or any obligation under this Contract is prevented, restricted, or interfered with by causes beyond either party's reasonable control ("Force Majeure"), and if the party unable to carry out its obligations gives the other party prompt written notice of such event, then the obligations of the party invoking this provision shall be suspended to the extent necessary by such event. The term Force Majeure shall include, without limitation, acts of God, fire, explosion, vandalism, storm, casualty, illness, injury, general unavailability of materials or other similar occurrence, orders or acts of military or civil authority, or by national emergencies, insurrections, riots, or wars, or strikes, lock-outs, work stoppages, or supplier failures. The excused party shall use reasonable efforts under the circumstances to avoid or remove such causes of non-performance and shall proceed to perform with reasonable dispatch whenever such causes are removed or ceased. An act or omission shall be deemed within the reasonable control of a party if committed, omitted, or caused by such party, or its employees, officers, agents, or affiliates.

20. ENTIRE CONTRACT. This Contract contains the entire Contract of the parties, and there are no other promises or conditions in any other contract whether oral or written concerning the subject matter of this Contract. This Contract supersedes any prior written or oral agreements between the parties.

21. SEVERABILITY. If any provision of this Contract will be held to be invalid or unenforceable for any reason, the remaining provisions will continue to be valid and enforceable. If a court finds that any provision of this Contract is invalid or unenforceable, but

that by limiting such provision it would become valid and enforceable, then such provision will be deemed to be written, construed, and enforced as so limited.

22. AMENDMENT. This Contract may be modified or amended in writing, if the writing is signed by the party obligated under the amendment.

23. GOVERNING LAW. This Contract shall be construed in accordance with, and governed by the laws of the State of Idaho, regardless of the choice of law provisions of Idaho or any other jurisdiction.

24. NOTICE. Any notice or communication required or permitted under this Contract shall be sufficiently given if delivered in person or by certified mail, return receipt requested, to the address set forth in the opening paragraph or to such other address as one party may have furnished to the other in writing.

25. WAIVER OF CONTRACTUAL RIGHT. The failure of either party to enforce any provision of this Contract shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Contract.

26. SIGNATORIES. This Contract shall be signed on behalf of Emmett Independent School District #221 by Wayne Rush, Superintendent and, on behalf of Town & Country Flooring Co. (Contractor's License: 11167-AAA-4 (18600,09600,09680,09300)) by Dennis Zollinger, and shall be effective as of the date first written above.

Owner:

Emmett Independent School District #221

By: _____

Wayne I. Rush
Wayne Rush
Superintendent

Contractor:

Town & Country Flooring Co.

By: _____

Dennis Zollinger
Dennis Zollinger

Exhibit A

Bid Documents released by Emmett Independent School District #221 and Informal Bid Forms from Town and Country Flooring Co. for Emmett High School Flooring Project and Shadow Butte Elementary Flooring project.

INFORMAL BID FORM:

Project:

EMMETT INDEPENDENT SCHOOL DISTRICT #221
EMMETT HIGH SCHOOL
721 W. 12th STREET
EMMETT, ID 83617
FLOORING PROJECT

The undersigned proposes to do the above work in accordance with the request for informal bid, scope of work, schedule, and specifications attached thereto.

The Bidder agrees to commence work upon receipt of a letter of contract from the Owner. Installation of the work will commence Monday July 13, 2015 and shall be substantially complete by Friday August 21, 2015.

Base Bid:

Bidder proposes to perform the work for: (\$ 33,915.⁰⁰) Dollars
thirty three thousand nine hundred fifteen & 00/100 Dollars

Alternate 01:

Bidder proposes to perform the work for: (\$ 27,905.⁰⁰) Dollars
Twenty seven thousand nine hundred five & 00/100 Dollars

Alternate 02:

Bidder proposes to perform the work for: (\$ 33,715.⁰⁰) Dollars
thirty three thousand seven hundred fifteen & 00/100 Dollars

Dated this 8 day of July, 2015.

Respectfully submitted,

By: [Signature] (Signature)

Tawana Country Flooring Co (Company Name)
5200 N. Sawyer Ave. Ste. A. Coeur d'Alene, ID (Business Address)
209-376-0136 (Telephone Number)
208-376-0137 (FAX Number)
11167 AAA-4 (18600, 09600, 09680, 09300) (Public Works License Number)

Subcontractors:

____ (Company Name)
____ (Business Address)
____ (Telephone Number)
____ (FAX Number)
____ (Public Works License Number)

The Bidder shall include the affidavit concerning an alcohol and drug-free workplace along with bid.

INFORMAL BID FORM:

Project:

EMMETT INDEPENDENT SCHOOL DISTRICT #221
SHADOW BUTTE ELEMENTARY
3900 W. IDAHO BLVD
EMMETT, ID 83617
FLOORING PROJECT

The undersigned proposes to do the above work in accordance with the request for informal bid, scope of work, schedule, and specifications attached thereto.

The Bidder agrees to commence work upon receipt of a letter of contract from the Owner. Installation of the work will commence Monday July 13, 2015 and shall be substantially complete by Friday August 21, 2015.

Base Bid:

Bidder proposes to perform the work for (\$ 25,325.00) Dollars
Twenty five thousand three hundred twenty five and 00/100 Dollars

Alternate 01:

Bidder proposes to perform the work for (\$ 5,100.00) Dollars
Five thousand one hundred and 00/100 Dollars

Dated this 8 day of July, 2015.

Respectfully submitted,

By: [Signature] (Signature)

Town & Country Flooring Co (Company Name)
5200 N. Scupper Ave Ste A Boise Id (Business Address)
208-376-5136 (Telephone Number)
208-376-0137 (FAX Number)
11167-AAA-4 (18600, 09600, 09680, 09300) (Public Works License Number)

Subcontractors:

____ (Company Name)
____ (Business Address)
____ (Telephone Number)
____ (FAX Number)
____ (Public Works License Number)

The Bidder shall include the affidavit concerning an alcohol and drug-free workplace along with bid.

CONTRACTOR'S AFFIDAVIT
CONCERNING ALCOHOL AND DRUG-FREE WORKPLACE

STATE OF Idaho

COUNTY OF Ada

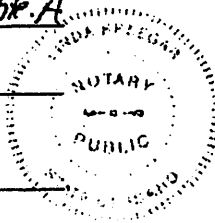
Pursuant to the Idaho Code, Section 72-1717, I, the undersigned, being duly sworn, depose and certify that Tecum Country Flooring Co is in compliance with the provisions of Idaho Code section 72-1717; that Tecum Country Flooring Co provides a drug-free workplace program that complies with the provisions of Idaho Code, title 72, chapter 17 and will maintain such program throughout the life of a state construction contract and that Tecum Country Flooring Co shall subcontract work only to subcontractors meeting the requirements of Idaho Code, section 72-1717(1)(a).

Tecum Country Flooring Co
Name of Contractor

5800 N. Sawyer Ave. Ste. A
Address

Poise ID 83714
City and State

By: [Signature]
(Signature)



Subscribed and sworn to before me this 8 day of July, 2015.

Commission expires: 3.4.21

Linda Freeger
NOTARY PUBLIC, residing at

Poise
Idaho