

CONSTRUCTION AGREEMENT

THIS CONSTRUCTION AGREEMENT (hereinafter "Agreement"), dated this 25th day of September, 2015, by and between the Moscow Urban Renewal Agency, 206 East Third Street, Moscow, Idaho, 83843 (hereinafter, "AGENCY") and GERMER CONSTRUCTION, 140 E. PALOUSE RIVER DRIVE, MOSCOW, IDAHO 83843, (hereinafter, "CONTRACTOR"):

WITNESSETH:

WHEREAS, pursuant to the invitation of AGENCY, extended through an Invitation to Bid, CONTRACTOR did, in accordance therewith, file with AGENCY a proposal containing an offer which was invited by said notice; and

WHEREAS, AGENCY has determined that said offer was the lowest responsive and best submitted:

NOW THEREFORE, the parties to this Agreement, in consideration of the mutual covenants and stipulations set out, agree as follows:

ARTICLE 1. CONTRACT DOCUMENTS

The Contract Documents which comprise the entire agreement between the AGENCY and the CONTRACTOR concerning the work to be performed are this Contract, pages one (1) through five (5) and the following:

1. Invitation to Bid;
2. Project Specifications titled: 6th AND JACKSON EXCAVATION - 2015;
3. Bid/Proposal of the CONTRACTOR, dated September 11, 2015, to be physically attached to this Agreement;
4. The Engineering Plans;
5. Performance and Payment Bonds and Insurance Certificates, to be physically attached to this Agreement;
6. Change Orders, which may be delivered or issued after the effective date of this Agreement;
7. Addenda issued prior to opening of bids, to be physically attached to this Agreement.

There are no Contract Documents other than those listed in Article 1. This Agreement may only be amended by change order as provided in the General Conditions.

**ARTICLE 2.
WORK**

The CONTRACTOR shall complete the entire work as specified, indicated and required under the Contract Documents.

**ARTICLE 3.
AGREEMENT TIME/SUBSTANTIAL COMPLETION**

The work to be performed pursuant to this Agreement shall be substantially complete on or before fourteen (14) calendar days from the commencement of work, unless adjustment of the Agreement time is made in accordance with the provisions of the Contract Documents.

**ARTICLE 4.
AGREEMENT SUM**

AGENCY shall pay CONTRACTOR for completion of the Work in accordance with the Contract Documents in current funds the amount of Seventy Three Thousand, Seven Hundred and Sixty Three Dollars (\$73,763.00). Said Agreement Sum shall be paid in accordance with the Contract Documents.

**ARTICLE 5.
INDEPENDENT CONTRACTOR**

The parties warrant by their signature that no employer-employee relationship is established between CONTRACTOR and AGENCY by the terms of this Agreement. It is understood by the parties hereto that CONTRACTOR is an independent contractor and as such neither it nor its employees, agents, representatives or subcontractors, if any, are employees of AGENCY for purposes of tax, retirement system, or social security (FICA) withholding.

**ARTICLE 6.
SCOPE OF SERVICES**

CONTRACTOR shall perform all services required by the Contract Documents. All work shall be completed in accordance with the specifications and plans established for this Project.

**ARTICLE 7.
HOLD HARMLESS/INDEMNIFICATION**

In addition to other rights granted AGENCY by the Contract Documents, CONTRACTOR shall indemnify and save harmless the Engineer and the AGENCY, its officers and employees, from all suits, actions, or claims of any character brought because of any injuries or damages received or sustained by any person, persons, or property on account of the operations of CONTRACTOR or his/her subcontractors; or on account of or in consequence of any neglect in safeguarding the work; or through use of unacceptable materials in constructing the work; or because of any act or omission, neglect, or misconduct of CONTRACTOR or his/her subcontractors; or because of any

claims or amounts recovered from any infringements of patent, trademark or copyright; or from any claims or amounts arising or recovered under the Workmen's Compensation Act or any other law, ordinance, order or decree.

**ARTICLE 8.
CONFLICT OF INTEREST**

CONTRACTOR covenants that it presently has no interest and will not acquire any interest, direct or indirect, in the project which would conflict in any manner or degree with the performance of its services hereunder. CONTRACTOR further covenants that, in performing this Agreement, it will employ no person who has any such interest. Should any conflict of interest arise during the performance of this Agreement, CONTRACTOR shall immediately disclose such conflict to the Project Engineer/Engineer and the AGENCY.

**ARTICLE 9.
ENTIRE AGREEMENT, MODIFICATION AND ASSIGNABILITY**

This Agreement and the exhibits hereto contain the entire agreement between the parties, and no statements, promises, or inducements made by either party, or agents of either party are valid or binding unless contained herein. This Agreement may not be enlarged, modified or altered except upon written agreement signed by the parties hereto. CONTRACTOR may not subcontract or assign its rights (including the right to compensation) or duties arising hereunder other than as contemplated by the Contract Documents, without the prior written consent and express authorization of AGENCY.

**ARTICLE 10.
ADHERENCE TO LAW REQUIRED**

All applicable local, state and federal statutes and regulations are hereby made a part of this Agreement and shall be adhered to at all times. Violation of any of these statutes or regulations by CONTRACTOR shall be deemed material and shall subject CONTRACTOR to termination of this Agreement for cause. No pleas of misunderstanding or ignorance on the part of CONTRACTOR will in any way serve to modify the provisions of this requirement. CONTRACTOR and his/her surety shall indemnify and save harmless AGENCY and its employees, agents and representatives against any claim or liability arising from or based on the violation of any such laws, codes, ordinances, or regulations, whether by himself/herself, his/her employees, or his/her subcontractors.

**ARTICLE 11.
LEGAL FEES**

In the event either party incurs legal expenses to enforce the terms and conditions of this Agreement, the prevailing party is entitled to recover reasonable attorney's fees and other costs and expenses, whether the same are incurred with or without suit.

**ARTICLE 12.
JURISDICTION AND VENUE**

It is agreed that this AGREEMENT shall be construed under and governed by the laws of the State of Idaho. In the event of litigation concerning it, it is agreed that proper venue shall be the District Court of the Second Judicial District of the State of Idaho, in and for the County of Latah.

**ARTICLE 13.
SPECIAL WARRANTY**

CONTRACTOR warrants that nothing of monetary value has been given, promised or implied as remuneration or inducement to enter into this Agreement. CONTRACTOR further declares that no improper personal, political or social activities have been used or attempted in an effort to influence the outcome of the competition, discussion, or negotiation leading to the award of this Agreement. Any such activity by CONTRACTOR shall make this Agreement null and void.

**ARTICLE 14
COMMUNICATIONS**

Such communications as are required by this Agreement shall be satisfied by mailing or by personal delivery to the parties at the following address:

CONTRACTOR:
Germer Construction
140 E. Palouse River Drive
Moscow, Idaho 83843
(208) 882-8482

AGENCY:
Moscow Urban Renewal Agency
206 East Third Street
P O Box 9203
Moscow, Idaho, 83843

IN WITNESS WHEREOF, said CONTRACTOR and AGENCY have caused this Agreement to be executed on the day and year first above written.

Contractor:


by: Larry Germer, Owner

AGENCY:


_____, Chair

ATTEST:


Clerk, Moscow Urban Renewal Agency

ACKNOWLEDGMENT

On this 25th day of September, 2015, before me, a Notary Public of the State of Idaho, personally appeared Larry Germer, in his/her official capacity as Owner, Germer Construction, known to me to be the person described in the above document and acknowledged to me he/she executed the same.



Anne Peterson

Notary Public.

My Commission expires 8-27-18