

5.1.1 **Permit Fees:** The Owner shall pay all local jurisdiction permit fees for the Project. Building Permit Fees to the City of Mountain Home. Fees see schedule of values.

5.1.2 **Access to Work:** The Owner shall provide Design-Builder full access to the work site for the duration of the Project.

**ARTICLE 6 Time**

6.1.1 **Progress and Completion:** The Owner and the Design-Builder mutually agrees to a Substantial Completion Date unless time and completion is mutually agreed upon to extend the time necessary to complete the Work.

**ARTICLE 7 COVID-19 Possible Delays**

7.1.1 **COVID-19 Pandemic:** Due to the current Local and National Pandemic, materials Lead Times may be delayed, manufacturers and suppliers are experiencing slowdowns in fulfilling materials orders. Additional affects to the Pandemic outbreak is the local labor force. The Design-Builder will communicate all materials lead time and local labor shortage to the Owner when said delays may affect the Project. The COVID-19 Pandemic affects may result in required additional days allowed for the completion of the Project.

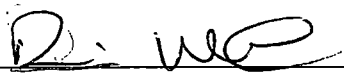
**ARTICLE 8 Scope of the Agreement**

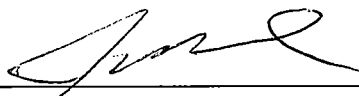
8.1.1 Amount **of Agreement:** \$1,500,000.00 (unless otherwise amended by a change order)

8.1.2 **Substantial Completion:** August 15,2023 (unless otherwise amended by a change order)

8.1.3 The Design-Builder shall submit Certificates of Insurance to the Owner.

This Agreement entered into as of the day, month and year written above:

  
\_\_\_\_\_  
**OWNER** (signature)

  
\_\_\_\_\_  
**Design-Builder** (signature)

Dennis Wilson, Superintendent  
\_\_\_\_\_  
(Printed Name & Title)

John Cristobal President  
\_\_\_\_\_  
(Printed Name & Title)

- 1.1.17 **Contract Time:** Unless otherwise provided, the Contract Time is the period of time, including authorized adjustments, as set forth in the Design-Build Documents for the Substantial Completion of Work. **Substantial Completion August 15,2023** (unless amended)
- 1.1.18 **Day:** The term "day" as used in the Design-Build Documents shall mean calendar day unless otherwise specifically defined.
- 1.1.19 **Contract Sum:** The Contract Sum is the amount to be paid to the Design-Builder for the performance of the Work .

## **ARTICLE 2 COMPENSATION AND PROGRESS PAYMENTS**

### **2.1 Compensation for Work Performed**

**2.1.1 Payments for Work shall be made monthly to the Design-Builder by the Owner. Please see Schedule of values**

## **ARTICLE 3 General Requirements of the Work of the Design-Build Contract**

### **3.1 General**

3.1.1 The Design-Builder shall comply with any applicable licensing requirements in the jurisdiction where the Project is located.

3.1.2 The Design Builder shall designate a representative who is authorized to act on the Design-Builder's behalf.

3.1.3 Warranty: The Design-Builder warrants the work for (ONE) Calendar Year from the Date of Substantial Completion against material defects and workmanship.

3.1.4 Design-Builder's Insurance . The Design-Builder will purchase insurance for the project.

## **ARTICLE 4 Changes in Work**

4.1.1 The Owner and the Design-Builder shall mutually agree to any changes to the work and said changes may require a change to the contract sum and additional days to perform the changes in work.

4.1.2 **Change Orders:** A change Order is a written instrument signed by both the Owner and the Design-Builder. If the Change Order results in a cost plus change the Design builder shall provide a proposal that includes the cost for change and includes, management costs, increased bond cost and the typical Mark Up of 15%.

## **ARTICLE 5 Owner's Responsibilities**

- ***Project Plans and Specifications***
- ***Schedule of Values***
- ***Physical Construction Schedule***
- ***Certificates of Insurance***

- 1.1.8 ***The Contract.*** The Design-Build Documents form the Contract. The Contract represents the entire and integrated agreement between the parties and supersedes prior negotiations, representations, or agreements, either written or oral. The Contract may be amended or modified only by Modification. The Design-Build Documents shall not be construed to create a contractual relationship of any kind between any persons or entities OTHER than the Owner and the Design-Builder.
- 1.1.9 ***The Work.*** The term “WORK” means the design, construction and related services required to fulfill the Design-Builder’s obligations under the Design-Build Documents.
- 1.1.10 ***The Project.*** The Project is the total design and construction of which the work performed under the Design-Build Documents as submitted to the Owner and agreed upon by the Design-Builder.
- 1.1.11 ***Instruments of Service:*** Instruments of Service are representations, in any medium of expression now known or later developed, of the tangible and intangible creative work performed by the Design-Builder, Sub-Contractor(s), Architect, and Consultant(s) under their respective agreements.
- 1.1.12 ***Owner:*** The Owner is the person or entity identified as such in the Agreement and is referred to throughout the Design-Build Documents as if singular in number. The term “Owner” means the Owner or the Owner’s authorized representative.
- 1.1.13 ***Design-Builder:*** The Design-Builder is the person or entity identified as such in the Agreement and is referred to throughout the Design-Build Documents as if singular in number. The term “Design-Builder” means the Design-Builder or the Design-Builder’s authorized representative.
- 1.1.14 ***Architect:*** The Architect is a person or entity providing design services for the Design-Builder for the work and is lawfully licensed to practice architecture in the applicable jurisdiction.
- 1.1.15 ***Consultant:*** A consultant is a person or entity providing professional services for the Design-Builder for all or portion of the work and is referred to throughout the Design-Build Documents to provide services required by the relevant jurisdiction, the Consultant shall be lawfully licensed to provide professional services.
- 1.1.16 ***Sub-Contractor:*** A contractor is a person or entity performing all or a portion of the construction, required in the connection with the Work, for the Design-Builder. The Sub-Contractor will be lawfully licensed, if required in the jurisdiction where the Project is located.

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### **ARTICLE 1 GENERAL PROVISIONS**

#### **1.1 Owner's Criteria**

This Agreement is based on the Owner's Criteria set forth in this section 1.1:  
***"not applicable, unknown at time of execution"***

**1.1.1 The Owner's program for the Project:**  
***"not applicable, unknown at time of execution"***

**1.1.2 The Owner's design requirements for the Project and related documentation:**  
***"Owner's list of priorities that includes various desired elements for the project received from owner during the initial walk through."***

**1.1.3 The Project's physical characteristics:**  
***Infill courtyard area—create conditioned multi-purpose space. Adjacent work -office remodel, hallway ceiling work. Add lunch bar area for student prep area.***

**1.1.4 The Owner's budget for the Work to be provided by the Design-Builder is set forth below:**  
***\$1,500,000.00***

**1.1.5 The Owner's design and construction dates:**

- Substantial Completion Date: ***August 15,2023***

**1.1.6 The Design-Builder's Architect or Record and Consultants:**

- ***Jon Chatfield, Chatfield Architecture,***
- ***Consultant: Ec02 Electrical Engineering,***
- ***Consultant: Ally Structural,***
- ***Consultant: Tikker Engineering (Mechanical)***

**1.1.7 Design-Build Documents to be provided to Owner:**

The Design-Build Documents consists of this Agreement between Owner and Design-Builder as well as the following documents to be submitted to the Owner:

**Agreement (Contract) Between Owner and Design Builder**

AGREEMENT made as of the 15th day of April in the year 2023

BETWEEN the Owner:

***Richard McKenna Charter School  
675 S. Haskett St.  
Mountain Home, Idaho***

And the Design-Builder:

***C-2 Construction Inc.  
805 S. 18<sup>th</sup> W.  
PO Box 1108  
Mountain Home, Idaho***

For the following Project:

***Richard McKenna CS Addition  
1305 E. 8<sup>th</sup> N.  
Mountain Home, Idaho***