

Idaho Contractor  
PO Box 178  
Hayden, ID 83835

208-699-6877  
IdahoContractor.com  
bomrabuilt@gmail.com

Idaho No. RCE-40524



## CONSTRUCTION CONTRACT

### ***PARTIES***

The parties to this contract are: Idaho Contractor (Contractor) and \*\* (Client).

The project location is:

Client address is:

Submitted Date:

This Contract is invalid if not signed by all parties on or before:

### ***PROJECT DESCRIPTION***

This contract does / does not include the purchase price of the land for the project.

This project does / does not require building permits. An allowance of \$\_\_\_\_\_ is given for permits.

Architect/designer/ plan number or name / revision date: Design Associates / eric / 26 Jan xxxx

These are the building plans examined for this proposal and contract. All references to building plans in this document refer to the building plans specified here. These plans may or may not have been approved by the governing authorities. If these building plans have not been approved and additional work and/or materials are necessary to satisfy the requirements of the governing authorities, additional costs may be incurred to bring the building plans and the building into conformance. These costs shall be in addition to this contract and subject to the terms herein.

Attachments to this document:

Schedule A - sketch of blah

Estimated time of commencement and completion: \*\*\* \_\_\_\_\_ \*\*\*. Terms apply.

### ***SCOPE OF WORK AND SPECIFICATIONS***

#### **DIVISION ONE: GENERAL**

1.1 This Scope of Work and Specifications identifies every work unit is included in this contract. If anything is not listed herein of which the Client believes to be part of the contract, please have this clarified before signing this document. Items listed as "not included," "none," "existing," "provided by Client," or any wordings to this effect, do not necessarily constitute the aggregate of all noninclusive items. Nor is the Contractor obligated to produce any product or work unit not listed in this Scope Of Work. All specifications listed are minimum for this contract; if the Contractor chooses to upgrade any product specification without additional charges to the Client, this will not obligate the Contractor to upgrade any other product or service.

1.2 FINANCING: Provided by outside vendor of the Client. No interest or fees shall be charged to the Contractor.

Furthermore, the Client agrees to hold harmless the Contractor against any financing charges even in the event of delays to the project.

1.3 PERMITS: A \$2600.00 **allowance** is included for the cost of all permits, fees and mitigation requirements of any governing authority.

1.4 PLANS/ENGINEERING: Provided by outside vendors of the Client. The costs of the building plans are not included in this contract.

1.5 STUDIES AND TESTING: If required by any governing authority, Client agrees to hire authorized engineers, inspectors and/or contractors for sanitation, structural soil and/or biological reviews and/or detection and removal of hazardous waste. This document does not include any hazardous waste removal or environmental mitigations. Furthermore, Client agrees to indemnify the Contractor from any and all liability for hazardous materials existing at the site.

1.6 UTILITIES: All connection charges, meters, mitigation fees, assessments or any other fee are the responsibility of the Client. This includes, but is not limited to, water, sewer, gas, power and any other utility. No off-site improvements are included in this contract, including but not limited to, utility services and extensions, street taps and crossings, hydrants, traffic revisions, streets, curb and gutters, approaches and sidewalks, etc. Furthermore, only those utilities listed as inclusive in paragraph 2.7 will be installed by the Contractor.

1.7 SITE FACILITIES: Outdoor toilet facilities provided by Contractor for duration of project.

## **DIVISION TWO: EXISTING CONDITIONS**

2.1 ABATEMENT AND DEMOLITION: None

## **DIVISION THREE: CONCRETE**

3.1 DESCRIPTION OF FORMWORK: Foundation is continuous poured concrete, five sack mix, six inch slump or less. Reinforcing bar (grade forty) is installed: two number four in the footings, and two horizontal number four in the walls with one number four vertically every two feet approximately. Some additives may be included to facilitate placement and curing under various weather conditions. Footing is nominally eight inches by sixteen inches. Foundation walls are eight inches thick and approximately two feet tall. There is no guarantee the concrete will not crack (this includes all concrete walls and slabs, interior and exterior). Cracks in concrete from hairline to 5/16 inch are considered normal and acceptable. However, we will strive to provide the best finish possible and do everything possible within the specifications outlined herein to reduce the possibility of fractures.

3.2 CONCRETE PUMPS: If concrete pumps are needed due to site conditions, weather or other reasons, they will be an additional charge.

3.3 BACKFILL FOR CONCRETE SLABS: This contract provides for the first forty tons of utility sand, four hours of equipment (tractor) and four hours of manual labor. If additional is needed, this will be an additional charge. The rental of compaction equipment is an additional charge.

3.4 INTERIOR SLABS: Slabs in garage and basement are three and one-half inches thick concrete; six sack mix. Trowel finish. Expansion joints are cut in by a saw and will be installed within twelve hours of the finish trowel.

3.5 EXTERIOR SLABS: In front of the garage, the width of the garage doors, plus a foot on each side, will be a concrete apron twenty feet deep; a three foot wide walk from the drive apron to the front door; patio at basement and two door stoops are included. Concrete is three and one-half inches thick, six sack mix and finish is light broom. Expansion joint is troweled approximately every eight to ten feet.

3.6 CONCRETE BLANKETS: If the weather becomes inclement, measures may be necessary to protect the concrete surface from weather and/or freezing. This will be an additional charge.

3.7 SPECIAL ASSEMBLIES: None.

## **DIVISION FOUR: MASONRY**

4.1 BRICK WALL ASSEMBLIES: Wainscot along front elevation forty-two inches high. Prepare wall as necessary to accommodate brick facade. Install walls ties every twenty-four inches. Lay up masonry plumb and level; maintain 3/8 inch joints. Use standard brick patterns available. **Allowance** for material is forty-five cents per brick. Clean masonry surfaces free of mortar stains and foreign matter.

4.2 CONCRETE BLOCK WALLS: None. Lay up masonry plumb and level; maintain 3/8 inch joints. Install reinforcing bar horizontal and vertically to code. Clean masonry surfaces free of mortar stains and foreign matter.

4.3 DECORATIVE BLOCK: None.

4.4 GLASS BLOCK: Exterior window wall at master bath; four feet by three feet.

4.5 QUARRY TILES: Entry area; material **allowance** is twenty dollars (\$20.00) per square foot. Floor will be framed to accommodate the depth of the materials.

4.6 GRANITE & STONE: Kitchen countertops; **allowance** installed is eight thousand dollars (\$8000.00).

4.7 PAVING STONES: None.

4.8 BRICK FIREPLACES & CHIMNEYS: None. All brick with new/old brick facing installed to mantle height (48 inch). Floor level brick hearth; pewter framed glass door with screen. Oversize exterior brick. Clean out and fresh air intake installed to exterior. Lay up masonry plumb and level; maintain 3/8 inch joints. Use standard brick patterns available. **Allowance** for material is forty-five cents per brick. Clean masonry surfaces free of mortar stains and foreign matter.

## DIVISION FIVE: METALS

5.1 METAL FIREPLACES & CHIMNEYS: Living room. **Allowance** for fireplace and pipe is fifteen hundred dollars (\$1500.00). Installed according to the manufacturer's installation instructions and code requirements.

5.2 STEEL BUILDING FRAMES: None.

5.3 STEEL FLOOR & ROOF DECKS: None.

5.4 STRUCTURAL STEEL: None. Provide fasteners and anchorages for securing metal fabrications to construction. Install work square, plumb, straight and true.

5.5 METAL JOISTS & DECK: None.

5.6 RAILINGS: None.

5.7 STAIRWAYS & LANDINGS: None:

5.8 ANCHOR BOLTS: ½ x 10 inch bolts six feet on center or as specified in the building plans installed in the foundation.

5.9 FASTENERS: Provide all nails and bolts necessary for all trades, including rough and finish carpentry construction.

5.10 HANGERS & HARDWARE: Provide joist hangers, garage foundation straps and truss hurricane clips for rough carpentry as specified in the building plans.

5.11 ORNAMENTAL METALS: None.

5.12 SECURITY GRATINGS: None.

## DIVISION SIX: WOOD, PLASTIC & COMPOSITES

6.1 FRAMING LUMBER:

- Pressure treated sill plates anchored to the foundation as specified in the building plans.
- Floor joists will be No. 1&2 grade, if solid lumber is used. Floor sheathing is three-quarter inch CDX tongue and groove plywood.
- Walls will be 2x6 exterior stud grade either Hem/Fir or Spruce/Pine/Fir or Larch/Fir. Headers are 4x10 #1 or 2 unless specified in building plans.
- Interior walls will be 2x4 stud grade. Non-bearing interior walls may use spliced studs to reduce the chance of warpage.
- Stair jacks are 2x12 No. 1&2. Stair treads are manufactured stair tread material.
- Ceiling joists, coffers and furred down ceilings will use No. 1&2 materials. Utility grade material may be used for forming and temporary structures. Utility grade material may be used, and form lumber may be reused, for wall plates, bucks, backing, blocking and other such nonstructural elements.
- PRICING: This bid is subject to today's pricing of lumber and plywood. Due to the volatile nature of lumber, the price may have to be adjusted prior to commencing the framing of the house. Today's price for 2x6 stud dimensional lumber is \$582/M; half-inch plywood is \$19.00/sheet and three-quarter inch plywood is \$30.00/sheet. This paragraph is only applicable if lumber increases ten percent or more prior to delivery.

6.2 WALL & ROOF SHEETING: APA rated half-inch CDX plywood (no strand board) for wall and roof; installed to manufacturer's specifications. Plywood clips are used on roof sheathing to give additional support between trusses.

6.3 WOOD TRUSSES: Trusses will be machine grade material, or as specified by the truss engineer. Trusses are designed for a forty-pound live roof load. Installation will be according to the manufacturer's published recommendations and building codes. All trusses are flat bottom chord except the living room, which is sloped.

6.4 POLE CONSTRUCTION: Poles are 6x8 Fir pressure treated. Purlins and girts are machine or select rated 2x6 Hem/Fir or equivalent. Purlins will be anchored to the trusses with joist hangers.

6.5 PANELIZED SYSTEMS: None.

6.6 DECK FRAMING: Approximately 12'x12'. The joists are 2x8 pressure treated. The decking is 5/4 x 6 cedar, screwed to the joists with deck rated screws. Railing is 2x2 S4 clear cedar pickets with a 2x6 S4 TK cedar top rail tied to 4x4 TK cedar corner posts, which are chamfered on the top three-quarter inch. The corner posts are bolted to the deck joists. Stairs are not included.

6.7 FRAMING & REMODELING DEMOLITION: None.

6.8 FINISH CARPENTRY: All doors and trim materials will be installed using to industry standards. All cuts will be even and joints will be tight. All nail holes will be filled with matching putty and wiped clean. Paragraph 8.2 and 9.6 outlines the materials included.

## DIVISION SEVEN: THERMAL & MOISTURE PROTECTION

7.1 INSULATION: Walls-R21 fiberglass batts installed tight to the studs and not compressed. Attic-R38 loose cellulose fill, blown in. Floors-R30 fiberglass batts installed tight to joists and not compressed. All insulation installed to manufacturer's instructions and code requirements. 2 inch rigid foam board under basement slab. Vapor barrier in crawl space is 6 mil black visqueen. Vapor barrier under interior slabs (excluding garage) is 6 mil black visqueen. All visqueen will overlap 12 inches at seams.

7.2 SIDING: 8 inch cement board plank installed over Tyvek type house wrap with 8d galvanized siding nails, nailed to the exterior studs. ProTrim corners installed flush to the wall with siding butting to the corner boards. All siding will be caulked at

the windows, corners and trims. The front gable will be a sunburst using cedar materials and siding of the Contractor's design.

7.3 SOFFITS and FASCIA: cement board soffit material nailed to the framing or roof trusses with 8d galvanized nails..

7.4 ROOFING: 30 year laminated composition roofing installed to manufacturer's instructions and code requirements. Install continuous vent at the ridge.

7.5 GUTTERS & DOWNSPOUTS: Five inch, 29-gauge aluminum, seamed only at corners, K-style. The downspouts are 2x3 aluminum. If colors are not available to match the trim color, the gutters and downspouts will be painted to match.

7.6 DAMPPROOFING: Along the basement wall, an asphalt emulsion will be sprayed to within twelve inches of the exposed surface.

7.7 FIREPROOFING: None.

## **DIVISION EIGHT: DOORS & WINDOWS**

8.1 EXTERIOR DOORS: The front door is a standard six-panel fiberglass with double sidelights. **Allowance** is nine hundred dollars (\$900.00). The rear door is a standard fiberglass with full window style door. Keyed door locks and deadbolts installed on outside access doors: Titan brand, Hancock model, pewter. Door from house to garage is solid core, twenty-minute fire rated with double self-closers (hinge style) and has keyed door lock matching the exterior door locks. Garage overhead door is a metal, raised panel design, insulated unit with a garage door opener. One remote transmitter included.

8.2 INTERIOR DOORS: Interior doors are flush birch, hollow core and are stained and lacquered to match the trim, Client's choice of colors. 12 prehung doors, 1 bifold unit, 2 bypass units and 1 pocket door is included as per building plans.

Hardware is provided for all prehung, pocket doors, bifold and bypass. Prehung doors will include doorstops and passage knobs: Titan brand, Hancock model, pewter. Privacy knobs will be installed on bathrooms and the master bedroom.

8.3 GLASS WINDOWS: Pacific Windows or equivalent, U40 with white vinyl frames and Low-E glass. No skylights included. All windows are installed to manufacturer's instructions and code requirements.

8.4 MIRRORS: At three bathroom vanities, for the approximate width of each vanity and beginning no more than forty inches from the finished floor, one-quarter inch glass installed with j-bar and top clips.

8.5 SHOWERDOORS: One unit at the master shower, clear glass, installed according to manufacturer's instructions and code requirements.

8.6 SCREEN PORCH: An allowance of \$2000.00 is included for screen porch components installed.

## **DIVISION NINE: FINISHES**

9.1 WALL CONSTRUCTION: Drywall installed as per code throughout. All walls are half-inch drywall material and ceilings may be 5/8 inch or specialized half-inch material. Under stairs and on the garage firewall is 5/8 inch Type-X fire board. All walls will have round corners. Windows are drywall lined on three sides and have round corners. Finish mud is three step: tape coat, mud fill and finish mud coat. Ceiling texture is skip trowel, or jazz knock-down and wall texture will be medium dash over PVA sealer. Garage is drywalled throughout and fire-taped with square corners, no other finish. If heaters (and fuel) are necessary to maintain adequate temperature for taping and drying out the building (lumber and Drywall), this will be an additional charge. If there are walls the Client does not want textured, so they may wallpaper, Client may mark the walls in pencil (pencil only) "no texture." It will not be the responsibility of the Contractor to make those walls perfectly smooth or to install wallpaper, unless agreed to elsewhere in writing.

9.2 INTERIOR PAINTING: Interior painting is one coat off white over energy PVA sealer; one color only. Only one coat is bid, if additional coats are required, there will be an additional charge. If additional colors are desired, Client will pay an additional charge. Rodda, Parker Paint, Columbia, or equivalent builder grade eggshell, or equivalent, is included. All surfaces will be prepared for proper application of paint. Hairline cracks and small imperfections will be filled. Adjacent surfaces will be adequately protected. Garage is not included.

9.3 EXTERIOR PAINTING: Exterior color is Client's choice from Contractor's chart; one coat; one body color and one trim color. Only one coat is bid, if additional coats are required or desired, there will be an additional charge. Rodda, Parker Paint, Columbia, or equivalent acrylic latex exterior paint is included. All surfaces will be prepared for proper application of paint. Adjacent surfaces will be adequately protected. Decking and railing of porches and decks are not stained or painted.

9.4 OTHER PAINTING: All doors, banisters and millwork will be painted. All nail holes filled, base caulked to wall, casing caulked to doors and walls, and all other millwork and wall intersections will be caulked. All surfaces will be prepared for proper application of paint. Adjacent surfaces will be adequately protected. Rodda, Parker Paint, Columbia, or equivalent builder grade semi-gloss will be spray applied.

9.5 WALLPAPER: None.

9.6 TRIM MATERIALS: Casing and base trims are 2.25 inch colonial hemlock. Banister caps are hemlock. Windowsills are hemlock with casing (stool) under. No stair skirt boards are included. All trims are finished to match the interior doors. Special trims included: Wainscot in the entry hall. 3.5 inch crown moulding installed in the living room. 1 9/16 inch chair rail installed in the dining room at 36 inches above the finished floor. Fireplace mantle will be 9 inch oak shelf faced with 1.5 inch dentil moulding and underscored with 2.5 inch crown moulding over an eight-inch apron. Stair railing is Johnson Postman 4140 stair system installed over a four-inch knee wall. Handrails and shoes are stained and lacquered; pickets are painted white semi-gloss and finished with acrylic.

9.7 PLASTIC LAMINATE: Bathroom countertops. Client choice of standard colors and patterns.

9.8 FLOORING & TILE: Vinyl floor in three bathrooms and laundry. Two selections are allowed from either Armstrong Cambay or Tarkett Preference. Any prep, filling or leveling of existing floors is not included. Half-inch particleboard under vinyl floors. Vinyl floors are not warranted against high heeled shoes and sharp objects. Around the soaking tub will be tile on tile backer board. Tile backsplash at kitchen and master bath counters. Tile at tub and showers. Total tile **allowance** is twelve hundred fifty dollars (\$1250.00), including soap grabs and accessories. Tile allowance includes the labor and material cost of installing tile backer board, or other such subsurfaces.

9.9 SPECIAL FINISHES: Corian countertop with integral sink at laundry cabinet. No layers or specials.

9.10 HARDWOOD FLOORING: Install number one red oak in entry, hall, dining and kitchen. Apply with all joints clean and tight. Allow up to half-inch gap at wall for material expansion. Sand, and apply two coats of Swedish finish, Glitza or equivalent. The final (second) coat is applied after carpet is installed and before final cleaning. No stain color included. There is no warranty whatsoever against movement, cracking, splitting, separating, cupping or any such defect of wood floors caused by unreasonable (too hot, cold, humid, dry) habitation, such as but not limited to keeping a wood stove too hot. It is the responsibility of the Client to maintain moderate, even heat and run fans to eliminate moisture from the building.

9.11 CARPET: We always recommend using a six-pound rebond pad or better. A twenty-dollar (\$20.00) per square yard (nine square feet) installed price is **allowed**. If carpet colors or patterns are changed, the yardage may increase as well as the per yard price.

## **DIVISION TEN: SPECIALTIES**

10.1 IDENTIFYING DEVICES: New street numbers in five-inch brass.

10.2 POSTAL SPECIALTIES: No mailbox is included.

10.3 STORAGE SHELVING: All storage shelving is to building plans. Wire mesh. No accessories included.

10.4 MOVABLE PARTITIONS: None.

10.5 WALL & FLOOR SAFES: None.

10.6 TOILET EQUIPMENT: None.

10.7 TOILET & BATH ACCESSORIES: Pewter toilet paper holder and towel bars. Soap grabs are tile accessories.

10.8 COAT & HAT RACKS: None.

## **DIVISION ELEVEN: EQUIPMENT**

11.1 COMMERCIAL EQUIPMENT: None.

11.2 EDUCATIONAL EQUIPMENT: None.

11.3 GYMNASIUM & ATHLETIC EQUIPMENT: None.

11.4 ROLLING LADDERS: None.

11.5 PARKING CONTROL EQUIPMENT: None.

11.6 LOADING DOCK EQUIPMENT: None.

11.7 APPLIANCES: An **allowance** of eighteen hundred dollars (\$1800.00) is included. Install is included for range, dishwasher and microwave only. Separate cooktops, wall ovens and other appliances will be an extra installation charge. Gas appliances will require additional charges for install. Plumbing and wiring for washer, dryer and other appliances do not obligate the Contractor to provide equipment or installation for same.

## **DIVISION TWELVE: FURNISHINGS**

12.1 CABINETS: A ten thousand dollar (\$10,000.00) **allowance** is included for cabinets and installation. This allowance includes the cost of countertop subsurfaces, self-edges, backsplashes and all other materials related to cabinet installation and any special details ordered by the Client. Approximate layout will be to the building plans, some tolerance may have to be understood for the difference in the building plans to the actual layout.

12.2 BUILT-INS: None.

12.3 CLOSET SHELVING: All closet shelving is to building plans. Wire mesh. No accessories included.

12.4 WINDOW TREATMENTS: None.

12.5 ENTRY MATS: None.

12.6 RECESSED FOOT GRILLES: None.

12.7 SEATING: None.

## **DIVISION THIRTEEN: SPECIAL CONSTRUCTION**

13.1 ADA COMPLIANCE: None.

13.2 BUS STOP SHELTERS: None.

13.3 MODULAR BUILDING CONSTRUCTION: None.

13.4 SPECIAL PURPOSE ROOMS & BUILDINGS: None.

13.5 SWIMMING POOLS: None.

13.6 ELEVATED WATER TANKS: None.

13.7 SOLAR POWER SYSTEMS: None.

13.8 VACUUM SYSTEMS: None.

## **DIVISION FOURTEEN: CONVEYING SYSTEMS**

14.1 DUMBWAITERS: None.

14.2 ELEVATORS: None.

14.3 HOISTS & CRANES: None.

14.4 MATERIAL HANDLING SYSTEMS: None.

14.5 PNEUMATIC TUBE SYSTEMS: None.

14.6 TURNTABLES: None.

14.7 MOVING STAIRS & WALKS: None.

## **DIVISION TWENTY-ONE: FIRE SUPPRESSION**

21.1 FIRE SUPPRESSION SYSTEMS: None.

## **DIVISION TWENTY-TWO: PLUMBING**

22.1 PLUMBING SYSTEMS: A six thousand dollar (\$6000.00) **allowance** is included for all plumbing, labor, material and permit. All fixtures are white: Bathtubs are white steel and will have tile surrounds (see 9.8). Kitchen sink is double stainless steel. All faucets are single pull. Garbage disposal at kitchen sink. Two hose bibs. Hot water tank is approximately 50 gallon electric, insulated.

## **DIVISION TWENTY-THREE: HEATING, VENTILATION & AIR CONDITIONING (HVAC)**

23.1 HVAC SYSTEMS:

- Furnace and Central Air: A six thousand dollar (\$6000.00) **allowance** is included for all heating and air conditioning related work, labor, material and permit. Heating is by central electric furnace. York or Contractor's equivalent, sized to code. Air conditioning is not included. Heat pump is not included.
- All fan and dryer ducts are vented to the exterior. Range fan and dryer ducts use only smooth walled pipe and code approved outlets. Bath fans may use smooth wall pipe and/or corrugated insulated pipe. Range fan is six inch, dryer and bath fans are four inch.
- Air-to-air Heat Exchanger: An **allowance** of twenty-five hundred dollars (\$2500.00) installed price is included.
- Floor vacuum system: An **allowance** of twenty-five hundred dollars (\$2500.00) is included for installation of unit and ducting.

## **DIVISION TWENTY-FIVE: INTEGRATED AUTOMATION**

25.1 INTEGRATED AUTOMATION SYSTEMS: None

## **DIVISION TWENTY-SIX (26-28): ELECTRIC, COMMUNICATIONS, SECURITY**

26.1 SERVICE & WIRING: A six thousand dollar (\$6000.00) **allowance** is included for all electrical, labor, material and permit. Unless otherwise specified, plugs, switch and fixture locations are installed to code and may not necessarily match the plan. No new circuits and no reworking of the existing service panel are included. If Client or code requires work in the existing service panel, there will be an additional charge.

26.2 ELECTRICAL TRIM: A one-thousand dollar (\$1000.00) **allowance** is included for light fixtures.

26.3 SECURITY & NETWORK: Six phone locations and three cable locations are included throughout the building.

## **DIVISION THIRTY-ONE (31-33): SITE WORK, EXTERIOR IMPROVEMENTS & UTILITIES**

31.1 CLEARING & TEMPORARY FENCING: Prepare the site as necessary for the excavation phase. Only clearing which is directly needed for excavation, landscaping as bid, equipment movement and on-site staging and stockpiling is included. Contractor will keep the site clean and use best practices to keep debris and mud from accumulating on adjacent streets and sidewalks. Orange safety fencing will be installed \_\_\_\_\_. This fence remains the property of the Contractor and will be removed at or near completion of construction.

31.2 EXCAVATION: Dig soils to accommodate footings twenty-four inches below final grade. If the soils are not adequate to support the footings of the building at the cut levels proposed and deeper excavations are required, the Client will be responsible for the additional costs. No breakers or blasting is included. If dewatering is required because of the condition of the soils and water table, this will be an additional charge. Excess material will be stockpiled on-site using most efficient practices. However no erosion control measures are included in this contract. This contract does not include the cost of exporting soil materials from the site.

31.3 FOOTING DRAINS: Footing drains will consist of 4 inch ADS perforated pipe installed in a bed of gravel approximately one foot wide by one foot deep along the footing. This pipe and gravel is protected with filter fabric. Downspouts drains will consist of 4 inch PVC non-perforated pipe. Footing and downspout drains will terminate as described in paragraph 2.8.

31.4 BACKFILL & GRADING: Of a general nature, fairly smooth, evening out as necessary to conform to the existing terrain. This applies only to the cleared and excavated areas and no finish grading is included. The ground adjacent to the building will be graded at least two percent away from the building for at least five feet. Compaction included in the interior of the building along the foundation wall in the garage and in the basement. Compaction is included in the exterior along the foundation wall at the garage door openings and exterior door openings which will host a concrete slab. No other compaction is included, therefore, some settling of soils may occur and it is the responsibility of the Client to maintain proper grading around the building after completion. This contract assumes the materials on the site are adequate for filling and grading. This contract does not include the cost of importing soil materials to the site. No backfill inside crawl space is included.

31.5 UTILITY INSTALLATION:

- A five thousand dollar (\$5000.00) **allowance** is given for the construction of the septic system. This allowance includes all piping, tanks, pumps, gravel and labor, etc. There is no warranty for environmental causes and/or changes which damage the septic system. These causes may include but are not limited to saturated soils, underground springs, water tables, run-off, freezing or excessive use. The warranty for the septic system is void if vehicles or equipment are driven over the tank or drain field.
- The Contractor will contract, or install the side sewer connection to the building. This is a four inch PVC pipe system with one clean out to code. It is assumed in this contract the sewer stub is on the property and not in any right-of-way and the depth is less than six feet.
- A five thousand dollar (\$5000.00) **allowance** is given for the construction of a well. This allowance includes the cost of all labor, drilling, equipment, materials, pumps, tanks, etc. The Contractor does not guarantee the quantity or quality of water produced by a well.
- Water line dug by Contractor on the property between the meter and the building. The Contractor does not guarantee the quantity or quality of water produced by the water service.
- The Contractor will dig the trench on the property for the electrical service to be laid by the power company.
- The Contractor will dig the trench on the property for the gas service to be laid by the gas company.

31.6 STORM & RETENTION: The footing and downspout drains will connect to a catch basin and go on to an infiltration trench consisting of a 4 inch perforated pipe imbedded in .75 inch to 1.5 inch washed gravel forty feet long, two foot wide and two foot deep. The trench is lined on three sides with filter fabric. No other drainage requirements are included in this contract. If the governing authorities change the requirements for the infiltration trench there may be an additional charge.

31.7 ROADS & SIDEWALKS: None.

31.8 ASPHALT & GRAVEL DRIVES:

- No restoration for existing gravel drive is included.
- At the street, the Contractor will install a culvert.
- The driveway will be graded and a layer of 2 inch to 4 inch crushed rock will be placed from the street to approximately the building. When construction is nearly finished, the driveway will be improved with two inches of .75 inch crushed rock and two inches of Class B asphalt. If the soils under the asphalt are too soft for a two-inch gravel base, there will be an additional charge for installing a heavier base, road fabric and/or additional excavation.
- The driveway constructed by the Contractor will be adequate to accommodate all equipment and vehicles for construction and will be finished as proposed. However, gravel driveways will need continual maintenance after moving in and this is the responsibility of the Client. There is no warranty on the driveway.

31.9 FENCING: None.

31.10 ROCKERY: None.

31.11 LANDSCAPING: None.

31.15 PEST CONTROL: None.

## OTHER ITEMS

99.1 COURSE OF CONSTRUCTION CLEANING:

- Removal of existing trash on the site is not included.
- The Contractor will remove the masking and drywall mud is scraped off the windows.
- The windows are caulked into the drywall liner.
- The floors are scraped and swept under the carpet area and underlayment. However, there is no specification on this and if the Client requires more cleaning the Client will be responsible for the additional work.

99.2 FINAL CLEANUP: The final cleaning includes vacuum carpet, sweep hard surfaced floors, remove stickers from windows and wash, vacuum cabinet insides and cleaning plumbing fixtures, wipe counters, doors and trim. If the Client requires more work the Client will be responsible for the additional work.

99.3 OTHER: Optional markings on the building plans are not included in this contract unless specified herein.

99.4 HAUL-OFF OF DEBRIS: Debris will be piled but not hauled off.

## **PRICE & TERMS OF PAYMENT**

1. Cost of this project is \$0.00.
2. There is no sales tax due on this contract.

## **DRAW CHART ATTACHED**

1. A Ten Thousand Dollar (\$10,000.00) deposit is required. The balance of the contract will be billed by percentage on the adjusted balance due (contract amount less the deposit). The deposit is not refundable for any reason.
2. Items will be billed monthly by line item on the draw sheet. If any item is largely completed within the billing period, it will be invoiced in full. Otherwise it will be pro-rata.
3. The amounts within the categories of the draw sheet are not binding upon the respective categories and do not represent an allowance for the stated category exclusively. In other words, if you expect a credit for a portion of the work, don't expect the credit to be the same as the work item amount on the draw sheet. The amounts listed may include incidental expenses not listed on the draw sheet and may include sales taxes, profit and overhead and some costs which are adjunct to the construction schedule but have no relationship to the category expense at all. (There are approximately forty categories on the draw sheet while there are over one hundred twenty work units for construction).
4. Some changes or extra charges may require additional deposits and/or supplemental invoices outside the normal billing cycle.

## **GENERAL CONDITIONS & TERMS OF CONTRACT**

### **CONTRACT DOCUMENTS, PARTIES & INTENT**

1. IF YOU HAVE ANY QUESTIONS PLEASE ASK - DO NOT ASSUME!
2. DOCUMENTS: The contract shall consist of this document and subsequent change orders. For attachments and building plans to be included in this contract, they must be specified and each party shall receive signed copies. This document supersedes all previous contracts and agreements, written and verbal communications, all other contract documents, building plans, loan documents, code and permit interpretations.
3. The Client and the Contractor shall sign the contract in duplicate. Each party shall receive at least one copy.
4. PARTIES: The parties of this contract shall be the Client and the Contractor, as previously specified.
5. The Client warrants to the Contractor they are the legal owner of this property.
6. For the purposes of this contract, "Client" shall be synonymous with "customer," "buyer" or "purchaser." The singular use of the word "Client" does not exempt any party where the Client is more than one person or entity. The use of the pronouns "he," "him," "his," etc. are not gender specific but apply equally to all male, female and/or entity parties addressed.
7. Items addressed in this contract and subsequent change orders as "not included," "none," "existing," "provided by the Client" or any wording to this effect are further defined as "not the liability of the Contractor to provide materials, installation or warranty" unless specified otherwise.
8. THE INTENT OF THE CONTRACT is to include all labor, materials and equipment necessary for the proper execution of the work described herein, and also to include all work which may be reasonably inferable from the contract documents as being necessary to produce the intended results. However, it is not assumed specialized or upgraded materials or equipment are included in this contract unless specified herein or in a subsequent change order.
9. For purposes of this contract, the definition of "a written agreement" may be a formal written change order or it may be an acknowledged email correspondence. Text messages are acceptable common correspondence but do not satisfy the definition

### **COOPERATIVE EFFORT & RESPONSIBILITIES**

1. The Client and the Contractor agree to act in good faith and fairness in dealing with one another in regards to this contract and do, hereby, covenant to the other he shall not undermine the rights of the other party.
2. The Client agrees to facilitate the work of the Contractor and not to hinder in any way and to allow the Contractor, his subcontractors and agents unfettered access to the work site. Furthermore, the Client agrees to make selections in materials timely to avoid delays.
3. The Client shall permit the Contractor to use, at no cost, existing utilities at the site, such as electric power and water, necessary to the carrying out and completion of the contract work. If it is necessary for the Contractor to



install a temporary power pole at the site, such as for new construction, the cost for installing and servicing the power pole shall be an additional charge, unless otherwise specified. The pole and equipment remain the property of the Contractor or the Contractor's vendors.

4. The Client shall furnish all surveys required by the contract work and is responsible for the accurate determination of all property lines and legal descriptions. In no event, shall the Contractor be responsible for the accuracy of the property corners and setbacks after the foundation or any concrete is poured.
5. The Client shall not solicit or communicate with any subcontractor, vendor or agent to change, modify or redo any work item without the Contractor's prior written agreement. The Client will not enter into any agreement with any other contractor for work to be done on this project during the course of this contract without the prior written agreement of the Contractor.
6. If this contract is for the remodel or renovation of existing living areas, the Client understands they and their possessions must move out of the affected area. All valuables must be locked away from the work area and/or job site. The Client shall not hold the Contractor or his agents and vendors responsible for any personal items missing or damaged from or within any area accessible to employees, subcontractors and vendors.
7. If it becomes necessary for the Contractor to maintain access to the site, for reasons of weather, mud, snow and/or other causes, this will be an additional charge.
8. If the Contractor provides materials, all excess materials belong to the Contractor. If the Client provides materials, it is not the responsibility of the Contractor to return any excess materials for credit or refund.
9. The Contractor has exclusive rights to all salvage materials from all demolition, repairs and remodeling, unless otherwise specified.
10. The Client agrees to allow the Contractor to post reasonable signage on the property and to advertise and discuss this project (including posting pictures) on social media and other publications.

## **COMMENCEMENT & COMPLETION**

1. The Contractor agrees to begin construction as soon as possible by all parties, permits and funding. The Contractor agrees to complete the work in a timely manner in as much he is not hindered by change orders in the work, labor disputes, fire, unusual delay in transportation and causes beyond the Contractor's control. The Contractor does not guarantee a specific completion date, and shall not be penalized for delays.
2. A proposed schedule may be included with this contract. An updated schedule may be submitted with every progress billing if requested. These schedules submitted are for reference by the Client and the Contractor and are not legally binding. This paragraph shall not apply to small or medium size projects.

## **SUPERVISION & PERFORMANCE**

1. The Contractor shall act as superintendent and shall be on the job site as often as necessary to responsibly oversee the subcontractors and vendors and to facilitate the timely execution of all work items. The Contractor shall supervise and direct the work using his best skill and attention. The Contractor shall be solely responsible for all construction means, methods, techniques, sequences and procedures and for coordinating all portions of work under this contract. This includes but is not limited to obtaining bids from vendors and managing schedules.
2. The Contractor warrants to the Client all materials and equipment incorporated in the work shall be new unless otherwise specified. All work shall be executed by craftsmen who are skilled in the trades they perform; apprentices and laborers may aid in this work. All work shall be performed in accordance with the best practices of the trade and shall be of good and sound quality.
3. Unless otherwise noted, the Contractor shall provide and pay for all labor, materials and equipment necessary for the proper execution and completion of the work specified.
4. The Contractor shall keep the premises free of the accumulation of waste materials and rubbish caused by the operations.
5. At the completion of this work, the Contractor shall remove from the premises all waste materials, rubbish as well as tools, equipment and surplus materials belonging to the Contractor, or as noted.

## **TAXING & BUILDING AUTHORITIES**

1. It is not the Contractor's responsibility to determine if the building plans and engineering are in conformance to applicable laws, statutes, ordinances, building codes and regulations. However, the Contractor shall give all notices and comply with all laws, ordinances, rules and regulations of any governing authority bearing on the performance of the work and shall notify the Client if the building plans or anything in this contract are at variance therewith.
2. The Contractor is not responsible for any defect or fault in the building plans or engineering.
3. The Contractor shall comply with applicable building codes. Nonetheless, if any inspector or other governing authority should change the specifications or work methods from those outlined in the contract documents, the Client shall be responsible for all additional costs.
4. The Contractor shall be responsible to pay all business taxes and payroll taxes for his employees which accrue in the production of this work.

5. The Contractor shall insure all of the subcontractors likewise comply with governing law in fulfilling the obligations of this section.

## **LIABILITY INSURANCE**

1. The Contractor shall take all reasonable precautions for the safety of, and shall provide all reasonable protection to prevent damage, injury or loss to 1) all employees on the work and all other persons who may be affected; 2) all the work and all materials and equipment to be incorporated therein; and 3) other property at the site or adjacent thereto. All damage or loss to any property caused in whole or in part by the Contractor, any subcontractor, or anyone directly or indirectly employed by them, or by anyone for whose acts any of them may be liable, shall be remedied by the Contractor, except damage or loss attributable to faulty building plans or to the acts or omissions of the Client or public body or anyone employed by either of them or for whose acts either of them may be liable but which are not attributable to the fault or negligence of the Contractor.
2. The Contractor shall maintain Business Liability insurance of a minimum of five hundred thousand dollars coverage; Products and Completed Operations of at least one million dollars coverage; and General Aggregate of at least one million dollars coverage. If requested in writing, the Contractor's insurance agent will deliver a Certificate of Insurance to the Client.
3. The Client shall purchase and maintain property insurance upon the entire work at the site to full insurable value thereof. This insurance will include the interests of the designers, the Contractor, suppliers and subcontractors in the work and will insure against the perils of fire, extended coverage, vandalism, theft, malicious mischief and other such perils. The Client is responsible for the security of the building and shall reimburse the Contractor for any work which needs to be redone due to fire, vandalism, theft, mischief, acts of God, etc. This includes all costs related to design, engineering, demolition, construction and other such requirements necessary and/or enforced by the local governing authorities. Furthermore, the Client agrees to lock up all his valuables which may be located anywhere in the building or on the property and agrees to hold the Contractor harmless should any items be lost, missing or stolen.

## **CHANGE ORDERS**

1. The Client is allowed to negotiate with the Contractor changes in the work consisting of additions, deletions or modifications. All such changes in the work shall be authorized by a written change order signed by the Client and the Contractor. The cost or credit to the Client will be determined by mutual written agreement.
2. If the Client authorizes additional work units verbally to the Contractor, without the benefit of executing a written order, the Client assumes responsibility for the cost, which will be the Contractor's hourly rate, costs for materials, subcontractors, fees and such, plus a twenty percent (20%) administration fee on all vendors.
3. Furthermore, if the Client authorizes any subcontractors or vendors to execute changes to the contract with or without notifying the Contractor, the Client shall be responsible to pay this cost plus a twenty percent (20%) administration fee will be due to the Contractor.
4. Some changes or extra charges may require additional deposits and/or supplemental invoices outside the normal billing cycle.

## **ALLOWANCES & EXTRA COSTS**

1. On allowance items, if less is used, the Contractor will credit the difference to the Client. If more is used, the Contractor will bill the Client the difference plus a twenty percent (20%) administration fee on the difference.
2. The authorization of allowances does not require the Contractor to employ vendors or persons to whom the Contractor has reasonable objections.

## **CONTRACTOR WARRANTY & REMEDY OF DEFECTS**

1. All materials and equipment furnished by the Contractor under this contract shall be new, unless otherwise specified, and of good quality. The Contractor shall correct any work which fails to conform to the requirements of the contract documents where such failure to conform appears during the course of construction, and shall remedy any defects due to faulty materials, equipment or workmanship.
2. The Contractor agrees to correct any defects due to faulty or defective workmanship, materials provided and equipment which may appear for a period of one year from the date of the final billing or the date the building permit is signed off, whichever is first. "Faulty or defective" does not mean the project will be flawless or free of defect, but refers to items which are broken or inoperable, items which render the building unfit for intended use or items which endanger the safety or the health of the occupants, users or public.
3. Work performed to remedy defects shall not extend the warranty period.
4. The Client shall notify the Contractor in writing, email and/or by certified mail for any repairs which need to be made to satisfy this warranty. The Contractor has twenty-one days to respond after receipt of the certified letter. After that,

the repairs shall be accomplished as soon as possible. Any work repaired by the Client before contacting the Contractor, as specified, shall void any or all liability or obligation on the Contractor's part.

5. The Contractor is not responsible to maintain the building and/or property after completion. Any damage caused by neglect, misuse, abuse, tenants, vandalism, acts of God and other such means shall not be the responsibility of the Contractor to repair.
6. The Client understands and agrees the warranty of all appliances and other fixtures and consumer products installed in the building are those of the manufacturer or supplier and same are assigned to the Client, effective on the date of completion (final billing) or as determined by the manufacturer. The Contractor is not liable to repair or replace any appliances, fixtures or consumer goods installed.
7. In any event, the Contractor shall not be liable for any personal injury or consequential or secondary damages and/or losses which may arise from or out of any and all defects.

## **ADJUNCT PROVISIONS**

1. IF THIS PROJECT INCLUDES REMODELING OR ADDING onto a building or in any other way extends to or is adjacent to existing structures, the Client understands this contract provides no warranty for any existing structure. The Contractor is not responsible to determine if there is existing damage which needs repaired and the Client agrees to hold harmless the Contractor from all liability for existing damage, including but not limited to dry rot, mold, mildew and bug infestation.
2. IF THIS CONTRACT INCLUDES THE REMOVAL OF ROTTEN, BUG OR OTHER DAMAGED WOOD: We have only quoted for what we can see. The Client agrees to hold harmless the Contractor from any and all errors and omissions and related claims for damages as may be determined at any time before, during and after this contract. If we open up a wall, ceiling or such and find mold, mildew, rot or other damage, we will repair what we see if agreed to by all parties. The Contractor is not liable to perform invasive investigation beyond the scope specified nor is the Contractor liable to determine the full extent of the damage, unless agreed to in writing. There is no warranty of any kind for repairs completed nor for repairs not performed, unless otherwise specified in writing.
3. IF THIS CONTRACT INCLUDES TIME AND MATERIAL BILLINGS: There will be a 20% administrative fee on all vendors, including but not limited to subcontractors and material suppliers. This fee shall apply to purchases from vendors paid directly by the Client. The hourly billing for each employee will include the time necessary to set up and tear down or wrap up. If materials are picked up, pick up and travel time will be charged for. Minimum billing is 2 hours for each event if not performed in conjunction with other work items. Time is rounded up to the next 15 minutes.

## **TERMINATION OF CONTRACT**

1. Neither party shall assign this contract without the prior written permission of the other party.
2. If the Client withholds payment or fails to make payments to the Contractor as described under terms of payment, the Contractor may, upon 7 days written notice to the Client, terminate the contract and recover from the Client payment for work executed.
3. Nothing in this contract authorizes the Client to holdback any portion of the billing from the Contractor. If the Client has a reasonable disagreement regarding any work unit, only the portion of the work unit in dispute may be reserved and only until such time the problem is remedied.
4. If the Contractor defaults or neglects to carry out the work in accordance with the contract documents or fails to perform any provision of the contract, the Client, after 7 days written notice to the Contractor, may terminate the contract and take possession of the site and of all materials which incorporate the work and may finish the work by whatever method he may deem expedient. If the unpaid balance of the contract sum exceeds the expense of finishing the work, such excess shall be paid to the Contractor, but if such expense exceeds such unpaid balance, the Contractor shall pay the difference to the Client. This clause does not give the Client license to complete the work "at all costs" and/or in a non-competitive manner nor to enrich the Client or the building.
5. If this contract falls into dispute the Contractor shall be entitled to all costs of work and taxes incurred as well as overhead and profit to the date of termination or suspension.
6. If any dispute arises between the Client and the Contractor and this dispute evolves into litigation or arbitration, the prevailing party shall be entitled to reasonable attorney fees and legal costs.

## **CLAIMS FOR CONSEQUENTIAL DAMAGES**

1. The Contractor and the Client waive claims against each other for consequential damages arising out of or relating to this contract. This mutual waiver includes:
  - a) damages incurred by the Client for rental expenses, for loss of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons and for cost relating to financing and insurance; and

- b) damages incurred by the Contractor for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of profit except anticipated profit arising directly from the work of this contract and subsequent change orders.
- 2. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with the Termination of Contract article. However, nothing contained in this section shall be deemed to preclude an award of liquidated direct damages, when applicable, in accordance with the requirements of the contract documents.

**SEVERABILITY, ETC**

- 1. All claims or issues regarding this contract shall be governed according to the laws of the State of Idaho without regard to conflicts of law principles. If any provision of contract is held to be invalid or unenforceable, such provision shall be struck and the remaining provisions shall be enforced.
- 2. Headings are for reference purposes only and in no way define, limit, construe or describe the scope or extent of such section.
- 3. The Contractor's failure to act with respect to a breach by the Client or others does not waive his right to act with respect to subsequent or similar breaches.
- 4. This Agreement sets forth the entire understanding and agreement between the Contractor and the Client with respect to the subject matter hereof.

the rest of this page is blank

**IDAHO CODE §45-525 DISCLOSURE STATEMENT**

Idaho Code §45-525 is intended to protect owners and purchasers of residential real property by requiring general contractors provide adequate disclosure of potential liens.

**GENERAL CONTRACTOR INFORMATION**

Prior to entering into any contract in an amount exceeding two thousand dollars (\$2,000.00) with a homeowner or residential real property purchaser (herein referred to as "Client") to construct, alter or repair any improvements on residential real property, the general contractor shall provide to the Client a disclosure statement setting forth the information specified below. The statement shall contain an acknowledgement of receipt to be executed by the Client. The general contractor shall retain proof of receipt and shall provide a copy to the Client. The disclosure shall include the following:

1. The Client shall have the right at the reasonable expense of the Client to require that the general contractor obtain lien waivers from any subcontractors providing services or materials to the general contractor;
2. The Client shall have the right to receive from the general contractor proof that the general contractor has a general liability insurance policy including completed operations in effect and proof that the general contractor has workers' compensation insurance for his employees as required by Idaho law;
3. The Client shall be informed of the opportunity to purchase and extended policy of title insurance covering certain unfilled or unrecorded liens; and
4. The Client shall have the right to require, at the Client's expense, a surety bond in an amount up to the value of the construction project.

**SUBCONTRACTOR, MATERIALMEN AND RENTAL EQUIPMENT INFORMATION**

1. A general contractor shall provide to the Client a written disclosure statement, which shall be signed by the general contractor listing the business names, addresses and telephone numbers of all subcontractors, materialmen and rental equipment providers having a direct contractual relationship with the general contractor and who have supplied materials or performed work on the residential property of a value in excess of five hundred dollars (\$500.00). A general contractor is not required under this subsection to disclose subcontractors, materialmen or rental equipment providers not directly hired or directly working with the general contractor. Such information shall be provided within a reasonable time prior to:
  - a. The closing of any purchase and sales agreement with a prospective residential real property purchaser; or
  - b. The final payment to the general contractor by the Client for construction, alteration or repair of any improvement of residential real property.
2. All subcontractors, materialmen and rental equipment providers listed in the disclosure statement are authorized to disclose balances owed to the Client or to the Client's agent.
3. The general contractor shall not be liable for any error, inaccuracy or omission of any information delivered pursuant to this section if the error, inaccuracy or omission was not within the knowledge of the general contractor.

**This notice is provided by law and no enforcement thereof is incorporated into this contract unless agreed to in writing, with signatures. Any withholding of funds and/or retentions by the Client may result in liens and penalties to the property by the Contractor. If the Client, with or without intent to bypass the Contractor, pays any subcontractor, materialmen or other vendor directly, the Client will be liable for any overpayments and all lost revenue to the Contractor, including but not limited to administrative costs, overhead and profit.**

WE AGREE TO THE TERMS AND PROVISIONS OF THIS CONTRACT AS SET FORTH ABOVE AND AGREE TO PROCEED WITH THIS CONTRACT AND ABIDE BY ITS SPECIFICATIONS. WE ACKNOWLEDGE RECEIPT OF A COPY OF THE DISCLOSURE STATEMENT (IDAHO CODE §45-525) REQUIRED BY LAW AND PUBLISHED WITHIN THIS DOCUMENT ON THE DATE INDICATED BELOW.

_____	_____
Client	Date
_____	_____
Client	Date
_____	_____
Dean Isaacson, managing member Bomra LLC dba Idaho Contractor	Date