FORM OF AGREEMENT

Project Designation: Blacktail Parking Lot and Roadway Paving Project
For: Bonneville County Parks and Recreation

This AGREEMENT is made and entered into this 1 day of April, 2016 by and between Bonneville County (OWNER) and Delator, Inc. (CONTRACTOR).

RECITALS:
WHEREAS, The Owner intends to have certain work performed as outlined below, and
WHEREAS, The Contractor is able and willing to perform such work,
NOW, THEREFORE, The Owner and the Contractor agree as follows:

ARTICLE I SCOPE OF WORK
The Contractor shall furnish all of the materials and equipment and perform all of the work necessary to complete the Work as required in the Contract Documents.

ARTICLE II THE CONTRACT DOCUMENTS
The Contract Documents consist of:
A. This AGREEMENT, and
B. The Conditions of the Contract and the bid instructions and bid form contained in the BID PACKAGE, and specifications prepared by Bonneville County.
C. All Addenda issued prior to the date hereof, and
D. All Modifications to the Contract Documents as defined in the General Conditions. The Contract Documents form the Contract.

ARTICLE III PAYMENTS TO THE CONTRACTOR
The Owner shall pay the contractor on a per unit basis on the quantities specified. This sum shall not exceed the bid amount of $123,416.00.

ARTICLE IV TIME OF COMMENCEMENT AND COMPLETION
The work shall commence on the date set forth in the written notice to proceed from the Owner to the Contractor and shall be complete and ready for the Owner’s substantial completion inspection within 60 days from the date of such notice. Time is of the ESSENCE.

ARTICLE V THE CONTRACTOR IS NOT THE AGENT OF THE OWNER
The Contractor is not the agent of employee of the Owner, but is an independent contractor.

ARTICLE VI ASSIGNS

Neither party to this Agreement shall assign its rights and obligations hereunder without the prior written consent of the other. The Contractor shall not assign any moneys due or to become due to the Contractor hereunder nor shall the Contractor pledge or attempt to pledge the credit of the Owner or bind the Owner to any third party.

ARTICLE VII ACCEPTANCE

The Owner will inspect the work for acceptance promptly upon receipt of notice from the Contractor and the Architect/Engineer that the work is substantially complete and ready for inspection.

ARTICLE VIII DEFAULT AND ATTORNEY’S FEES

If either party commences legal action with regard to performance of either party’s obligations under the Contract Documents, then the prevailing party in the litigation shall be entitled to recover its costs and attorney’s fees from the party against whom it prevails.

ARTICLE IX THE CONTRACT

The Contract represents the entire and integrated agreement between the parties hereto and supersedes all prior negotiations, representations, or agreements, either written or oral. The Contract may be amended or modified only by a Modification. The Contract Documents shall not be construed to create a contractual relationship of any kind between any persons or entities other than the Owner and the Contractor.

IN WITNESS WHEREOF, THE parties hereto have executed this AGREEMENT as of the day and year first written above.

REVIEWED BY:

By: Project Manager

OWNER:

By: Chairman

By: Authorized Agent

CONTRACTOR:

Name of Contractor

By: President

Signature and Title

License No.