

PROJECT:

ORAL ROAD, SOUTH ANGOSTURA ENTRANCE
AND NORTH ANGOSTURA ENTRANCE CHIP SEAL
FALL RIVER COUNTY, SOUTH DAKOTA

PLANS AND SPECIFICATIONS PREPARED BY INTERSTATE ENGINEERING, INC.

CONSTRUCTION CONTRACT

THIS CONTRACT, made the 28th day of March, 2016, by and between Simon Contractors of SD Inc dba Hills Materials CO. hereinafter called the "**Contractor**", and Fall River County, hereinafter called the "**Owner**".

WITNESSES: That the Contractor and the Owner of the consideration herein stated agree as follows:

ARTICLE I, SCOPE OF WORK - The Contractor shall provide and furnish all of the plant, labor, materials, necessary tools, expendable equipment, and all utility and transportation services required to perform and complete in a workmanlike manner and ready for operation all work required for constructing the project - all in strict accordance with the Plans and Specifications, including any and all addenda, which Plans and Specifications are made a part of this contract, and in strict compliance with the Contractor's Proposal and other contract documents herein mentioned which are in part of this contract.

ARTICLE II, TIME FOR COMPLETION - The work under this contract shall be commenced within ten (10) consecutive calendar days after date of issuance of Notice to Proceed by the Engineer, and shall be completed by July 15, 2016. Contractor shall note General Conditions, GC-14, Time of Completion and Schedule of Liquidated Damages.

ARTICLE III, THE CONTRACT PRICE - The Owner shall pay to the Contractor for the performance of this contract, subject to any additions or deductions provided therein, in current funds as follows: By monthly progress payments for work completed at the contract unit prices.

Where the quantities originally contemplated are so changed that application of the agreed unit price to the quantity of work performed is shown to create a hardship to the Owner or the Contractor, there shall be an equitable adjustment of the Contract to prevent such hardship.

ARTICLE IV, PROGRESS PAYMENTS - Partial Payments shall be made on a monthly basis for work completed and accepted.

ARTICLE V, ACCEPTANCE AND FINAL PAYMENT - Final payment shall be due within thirty (30) days after the completion and acceptance of the public improvement by the Owner.

Upon receipt of written notice from the Contractor that the work is ready for final inspection and acceptance, the Engineer or his authorized representative or both shall make such inspection with representatives of the Contractors and the Owner, and when it is found that the work is acceptable under the contract and the contract fully performed as evidenced by inspection, the Engineer and the Owner shall promptly approve the final voucher for payment.

The Contractor shall submit evidence satisfactory to the Engineer that all claims of unpaid payrolls, material bills, and other indebtedness connected with the work have been satisfied, prior to approval of the final payment.

ARTICLE VI, COMPONENT PARTS OF THIS CONTRACT - This contract consists of the following component parts, all of which are as fully a part of this contract as if herein set out verbatim or, if not attached, as if hereto attached:

1. This Instrument (Contract) (Supplements)
2. General Conditions
3. Supplementary Conditions
4. Technical Specifications, including Addenda No.
5. Plan Sheets
6. Contractor's Proposal (Bid Form)
7. Performance and Payment Bond
8. Instructions to Bidders
9. Advertisement for Bids

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed in three (3) original counterparts the day and year first above written:



Donna Messer
Attest: Donna Messer

Simon Contractors of SD Inc.
CONTRACTOR: DBA Hills Materials Company

John Krispin
By
Regional Manager
Title

OWNER: _____

(SEAL)

By _____

(Seal)

Title _____

Attest: