LEGAL NOTICE OF SOLICITATION OF INTEREST

NOTICE IS HEREBY GIVEN that Canyon County has issued a Solicitation of Interest for the purpose of entering into a personal services relationship with an experienced construction expert with public works experience to provide independent, professional, consultative assistance regarding the design evaluation, construction, and closeout phases of the County's Fair Expo Building Project.

Letters of interest must be received by the Canyon County Board of County Commissioners by Tuesday, March 31, 2020 by 11:59 a.m. Letters may be sent via U.S. Mail at 1115 Albany Street, Caldwell, Idaho 83605; or email at commissioner@canyonco.org.

All documents associated with this solicitation may be reviewed at the office of the Canyon County Board of Commissioners, which is located on the First Floor of the Canyon County Courthouse, 1115 Albany Street, Caldwell, Idaho. Office hours are from 8:00 a.m. to 5:00 p.m., Monday through Friday, except holidays. For more information, contact the Commissioners' Office at (208) 454-7507.

The Board of County Commissioners reserves the right to accept or reject any or all Letters of Interest received if this is to the advantage of the County.

Dated this 3rd day of March, 2020.

BOARD OF COUNTY COMMISSIONERS

Commissioner Leslie Van Beek

Commissioner Tom Dale

Commissioner Pam White

ATTEST: CHRIS YAMAMOTO, CLERK

By: Jenen Ross
Deputy Clerk

Publication Dates: Idaho Press-Tribune March 6, 2020 and March 13, 2020

CANYON COUNTY COMMISSIONERS

Leslie Van Beek District I | **Tom Dale** District II | **Pam White** District III

1115 Albany ❖ Caldwell, Idaho 83605 ❖ Telephone: (208) 454-7507 ❖ Fax: (208) 454-7336

March 3, 2020

ATTN:
Interested and Experienced Construction Experts

Re: Solicitation of Interest - Owner's Representative for the Fair Expo Building Project

Canyon County seeks to potentially enter a personal services relationship with an experienced construction expert with public works experience to provide independent, professional, consultative assistance to the County regarding the design evaluation, construction, and closeout phases of the County's Fair Expo Building project.

The County's representative and manager for this project will be the County's Facilities and Maintenance Director. However, the Director's job duties are wide-ranging and time consuming, and will frequently require his attention and expertise on work not related to the Fair Expo Building project.

Accordingly, the County seeks a qualified person to assist the Director in coordinating communication between stakeholders during the design phase, and to conduct detailed site visits to monitor progress and conformance with general conditions and terms of the project's construction contract, to prepare a daily job record and diary, noting any conditions or circumstances requiring the County's attention, to analyze schedules and estimates, attend job site meetings and promptly inform the County or any items requiring action or response, and help ensure the public's interest in a well-administered, cost-efficient, and successful project during construction and closeout. The Owner's Consultant will serve as a technical advisor to the Director and will in no way be empowered to schedule, manage or direct phases of the project, execute change orders, or correct or stop the work in progress, but will be required to immediately report opinions related to such to the Director. The Owner's Consultant may be required to perform other observation or reporting tasks as identified by the County related to the project as necessary.

Interested persons are requested to respond to this solicitation in writing by 11:59 a.m. on March 31, 2020. Statements of interest should include the respondent's resume documenting at least ten years of experience and familiarity with similar projects, identification of past projects, list of three or more professional references, and a proposed fee structure. The County will consider forming an independent contractor relationship with the selected contractor.

In addition to a demonstrated ability to professionally meet the County's requirements and specifications, the selected Owner's Consultant must:

- maintain a significant local presence;
- maintain liability insurance meeting County requirements;
- meet County requirements related to data security and confidentiality;
- agree to and comply with Canyon County's standard independent contractor agreement, Attachment A affixed hereto and incorporated by reference;
- Provide a written history to Canyon County detailing any judgment, claim or suit pending or outstanding against the consultant.

Letters of interest must be directed to the Canyon County Board of County Commissioners via United States Post at the above address or email at commissioner@canyonco.org. Letters of interest must be identified with subject line "Fair Expo Building Project Consultant", and be received by 11:59 a.m. on March 31, 2020.

Questions about the project may be directed to Canyon County's Director of Operations and Facilities Paul Navarro, project director, at (208) 454-7493.

The County intends to use this solicitation of interest as an informal mechanism by which to initiate negotiation with prospective independent personal/professional service contractors. This is not an invitation for bids, request for design or construction management services, or a guarantee of employment for any purpose or length of time.

Thank you for your interest. We look forward to hearing from you.

Sincerely,

CANYON COUNTY BOARD OF COMMISSIONERS

Commissioner Leslie Van Beek

Commissioner Tom Dale

Commissioner Pam White

Canyon County Solicitation of Interest for Fair Expo Building Project Owner's Consultant

Exhibit List

Exhibit A: Canyon County's Standard Independent Contractor Agreement

Exhibit B: Cole Architects CC Fair Expo Building Concept Design

Exhibit C: Project Schedule

INDEPENDENT CONTRACTOR AGREEMENT

THIS AGREEMENT is made this _____ day of _____, 2020, between _____, having a local address _____(hereinafter "CONSULTANT") and Canyon County, a political subdivision of the State of Idaho, having offices at 1115 Albany St. Caldwell, Idaho 83605 (hereinafter "COUNTY").

WHEREAS, COUNTY issued a Solicitation of Interest for the purpose of identifying qualified persons interested in contracting for the provision of professional services described below; and

WHEREAS, COUNTY has determined that CONSULTANT'S statement of interest was responsive to its needs and that funds sufficient to complete this purchase of professional service have been duly appropriated for expenditure in FY2020.

NOW THEREFORE, in consideration of the mutual promises contained herein, the Parties hereby understand and agree as follows:

1. **CONTRACT:** COUNTY hereby employs CONSULTANT as an independent contractor to complete and perform the following project and work:

[_____]

2. **TIME OF PERFORMANCE AND TERMINATION**: Parties agree that CONSULTANT shall commence work under this Agreement on _____. This Agreement shall expire _____ or, in the event the project is completed sooner, upon such completion, or upon thirty (30) days written notice by either party.

3. **COMPENSATION:** COUNTY agrees to pay CONSULTANT as compensation the sum of _____ per month plus expenses. Expenses will be billed as actual costs and supported with receipts.

4. **INDEPENDENT CONTRACTOR**: The parties agree that CONSULTANT, the independent contractor of COUNTY, subject to a non-disclosure agreement - attached hereto as Exhibit "A" and incorporated by reference - and is in no way an employee or agent of COUNTY and is not entitled to workers compensation or any benefit of employment with the COUNTY. COUNTY shall have no control over the performance of this Agreement by CONSULTANT except to specify the time and place of performance, and the results to be achieved. COUNTY shall have no responsibility for security or protection of CONSULTANT'S supplies or equipment. CONSULTANT agrees to pay and be responsible for all taxes due from the compensation received under this contract.

CONSULTANT represents that neither it nor any of its principals is related to a County Commissioner or other Canyon County official by blood or marriage within the second degree of kindred.

CONSULTANT agrees to comply with all federal, state, city, and local laws, rules and regulations.

CONSULTANT will not have the authority to authorize any deviation from the project contract; will not have the authority to stop any of the work on the project; is not obligated to solve any construction problem but will defer any decision to the County's Facilities and Maintenance Director; and will only observe and report on the work. CONSULTANT agrees to act in a fiduciary capacity for COUNTY, employing best efforts to exercise his expertise on COUNTY's behalf.

5. **INDEMNIFICATION:** CONSULTANT agrees to indemnify, defend, and hold harmless COUNTY, and its officers, agents and employees, from and against any and all claims, losses, actions, or judgments for damages or injury to persons or property arising out of or in connection with the acts and/or any performances or activities of CONSULTANT, CONSULTANT''s agents, employees, or representatives under this Agreement.

6. **INSURANCE**: CONSULTANT agrees to obtain and keep in force during its acts under this Agreement a comprehensive general liability insurance policy in the minimum amount of $_____, which shall name and protect CONSULTANT, COUNTY, and its officers, agents and employees, from and against any and all claims, losses, actions, and judgments for damages or injury to persons or property arising out of or in connection with the CONSULTANT's acts. CONSULTANT shall provide proof of liability coverage as set forth above to COUNTY prior to commencing its performance as herein provided, and require insurer to notify COUNTY ten (10) days prior to cancellation of said policy.

7. **CONFIDENTIALITY OF INFORMATION:** All designs, drawings, information, and other data furnished to or obtained by CONSULTANT in the course of the performance of this Agreement hereunder shall be kept confidential by CONSULTANT and shall not be utilized or disclosed to any other person or organization other than as required for the performance hereunder.

7. **COMPLIANCE WITH LAWS:** CONSULTANT agrees to comply with all federal, state, city, and local laws, rules and regulations.

8. **ENTIRE AGREEMENT:** This is the entire agreement of the parties and can only be modified or amended in writing.

DATED this _____ day of _____, 2020.

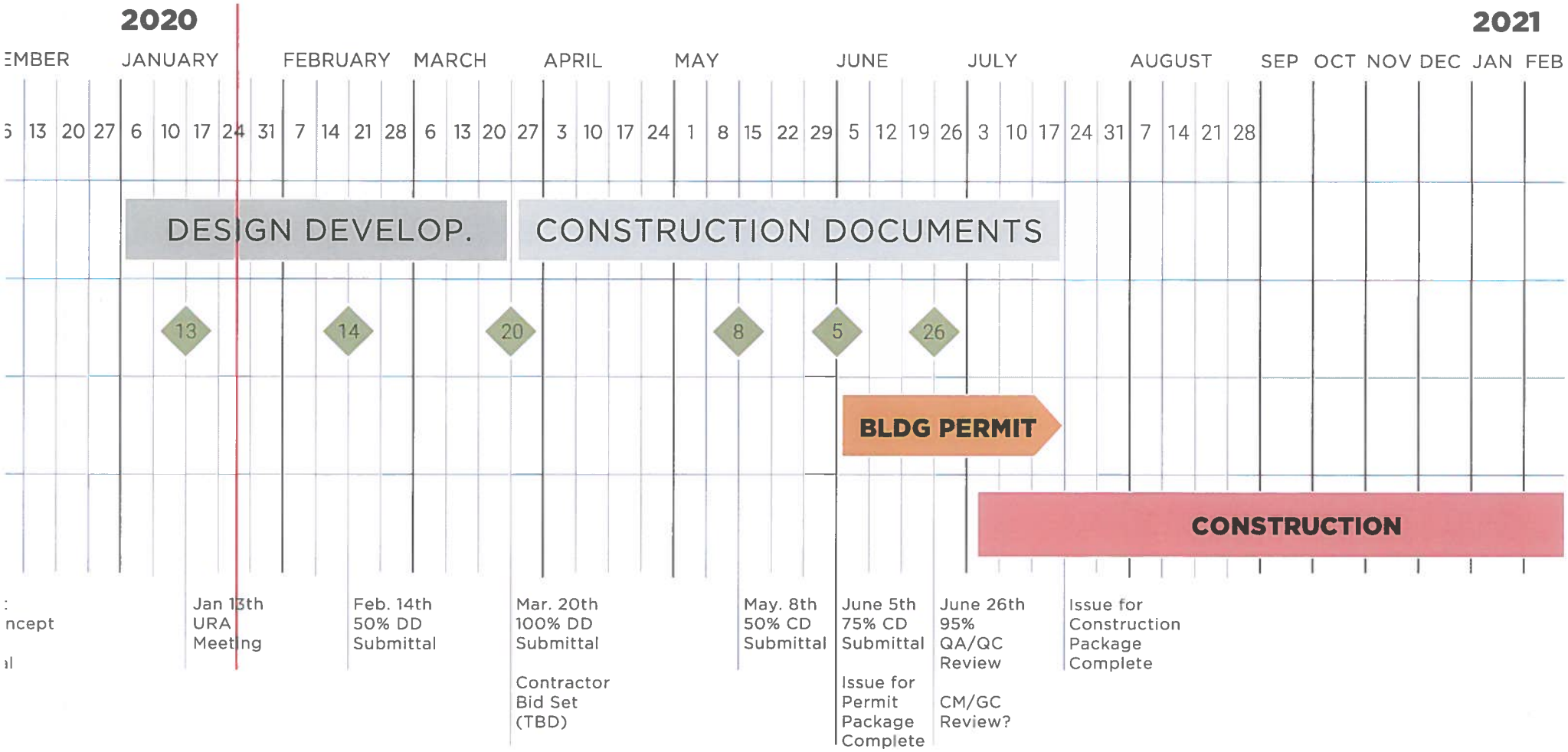
BOARD OF COUNTY COMMISSIONERS

_____ Motion Carried Unanimously
_____ Motion Carried/Split Vote Below
_____ Motion Defeated/Split Vote Below

	Yes	No	Did Not Vote
_____ Commissioner Leslie Van Beek	_____	_____	_____
_____ Commissioner Tom Dale	_____	_____	_____
_____ Commissioner Pam White	_____	_____	_____

ATTEST: CHRIS YAMAMOTO, CLERK

By: _____
Deputy Clerk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June 5th
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CANYON COUNTY FAIR EXP

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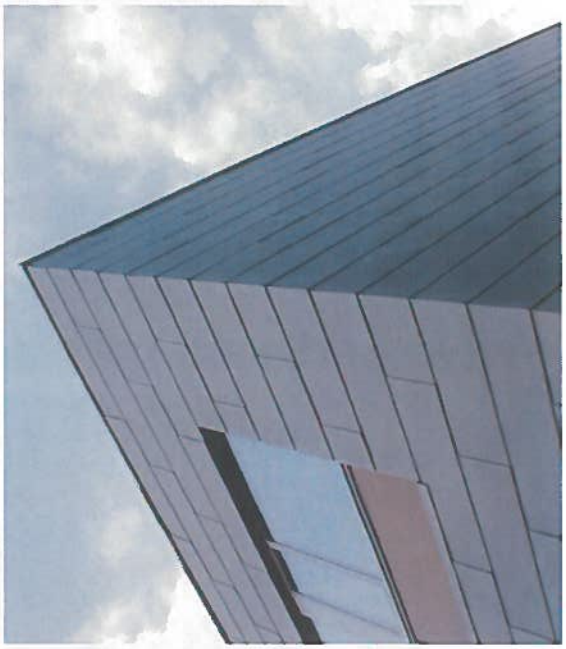
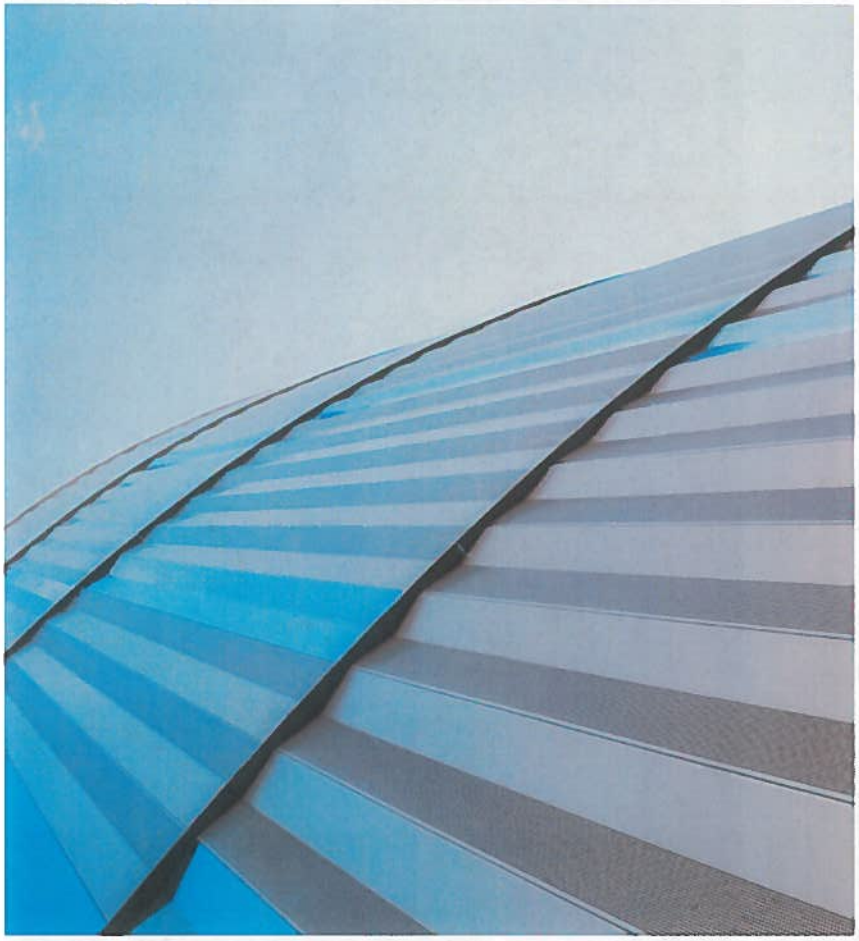
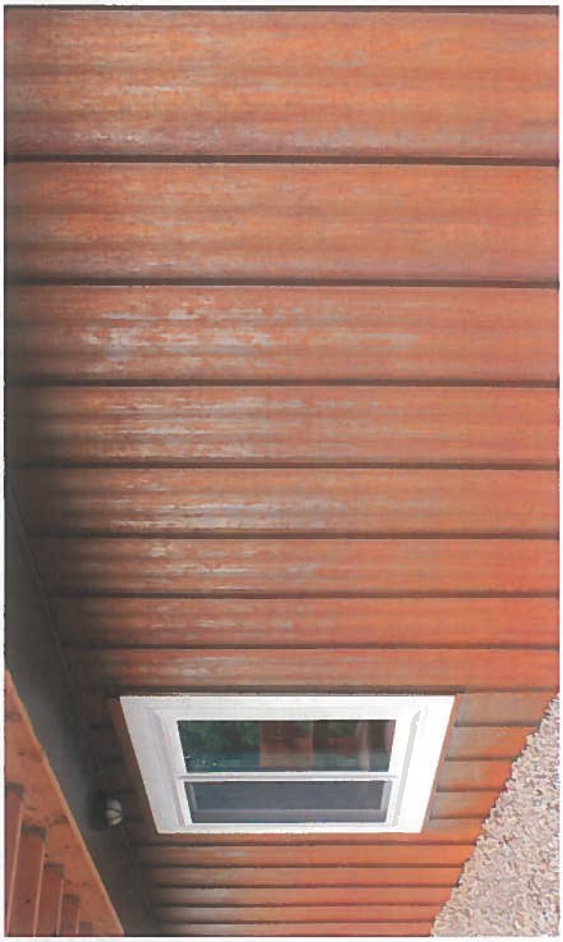
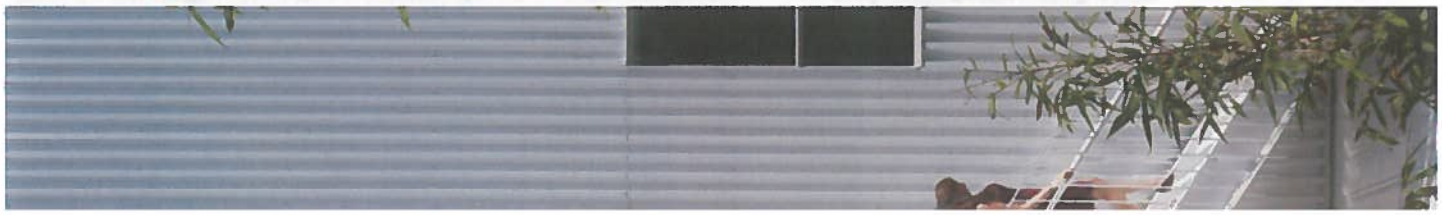
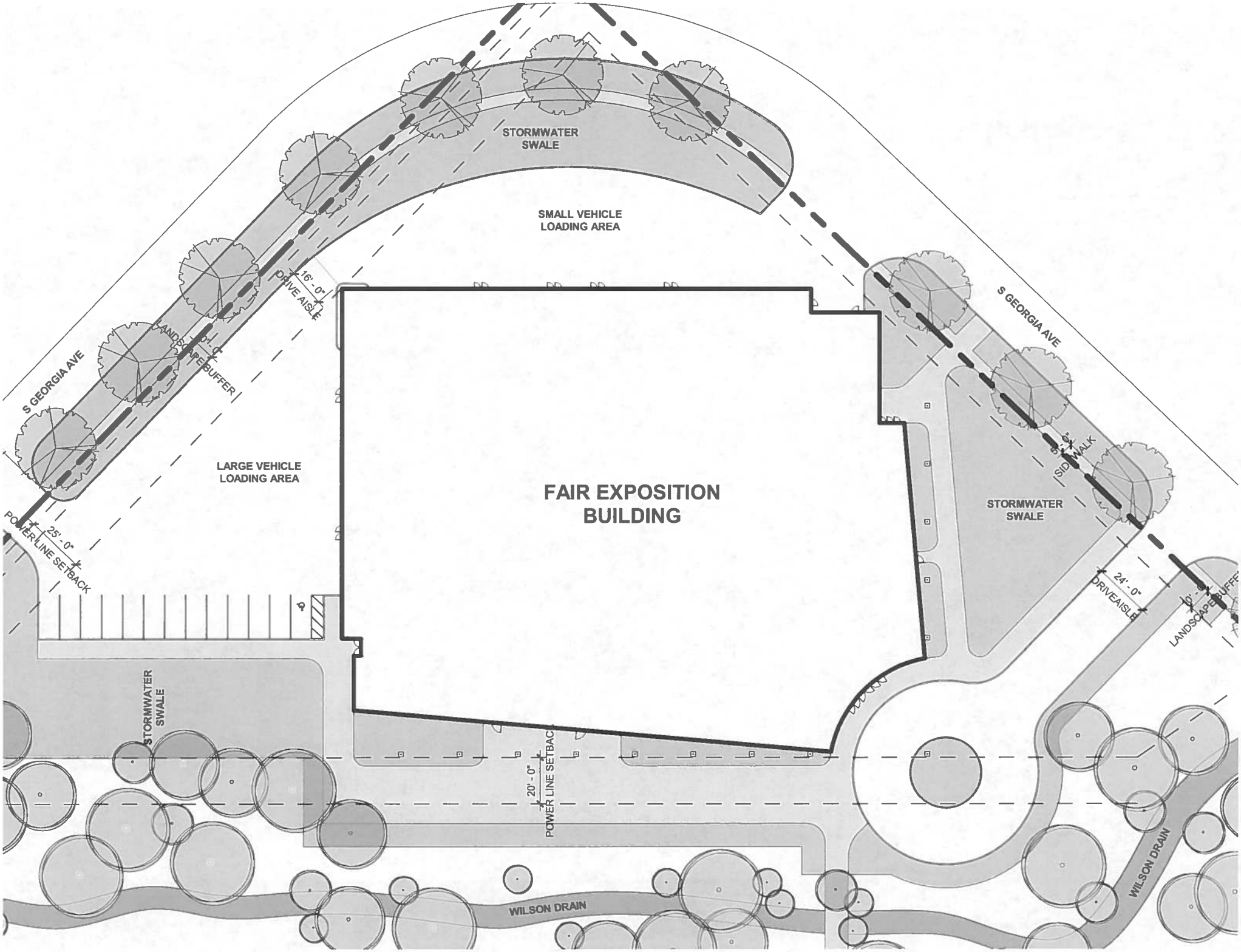
Food Center







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SIDEWALK
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POWER LINE SETBACK
25' - 0"
24' - 0"
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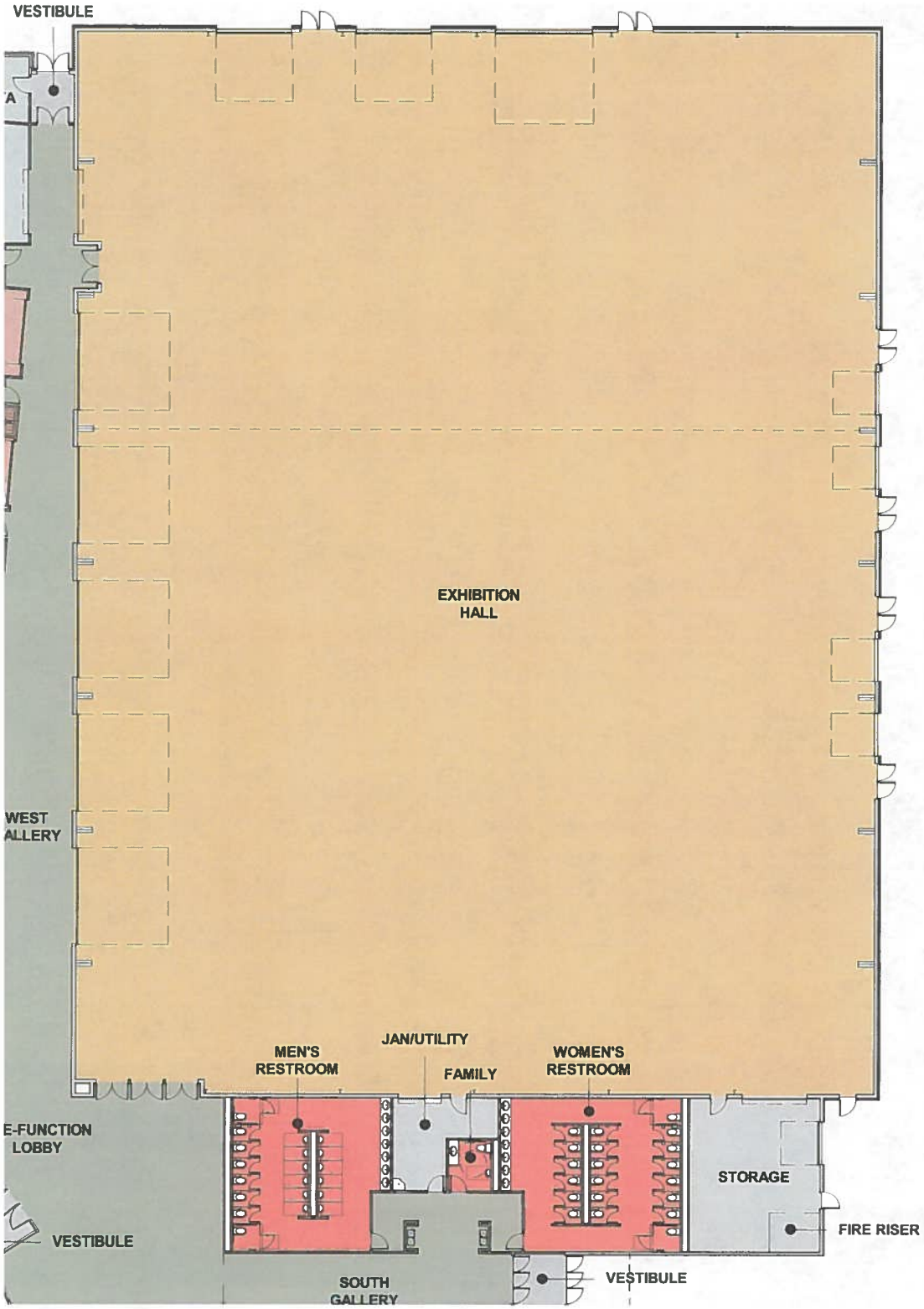

ROOM SCHEDULE

ROOM NAME	AREA
ENTRY	
VESTIBULE	266 SF
VESTIBULE	74 SF
VESTIBULE	99 SF
EXHIBIT HALL	
EXHIBITION HALL	29431 SF
GALLERY/ CIRCULATION	
PRE-FUNCTION LOBBY	3585 SF
WEST GALLERY	2070 SF
SOUTH GALLERY	1019 SF
OFFICE	
MEETING	608 SF
MANAGER OFFICE	186 SF
TICKETING	110 SF
MEETING	609 SF
BOARDROOM	609 SF
GENERAL OFFICE	442 SF
RECEPTION	141 SF
ANTEROOM	140 SF
OFFICE	152 SF
RESTROOM	
WOMEN'S RESTROOM	872 SF
MEN'S RESTROOM	773 SF
TOILET	50 SF
FAMILY	76 SF
SUPPORT	
STORAGE	631 SF
FIRE RISER	70 SF
ELEC/ DATA	259 SF
JAN/UTILITY	246 SF
STORAGE	701 SF
	43219 SF

DEPARTMEN

- ENTRY
- EXHIBIT HALL
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- OFFICE
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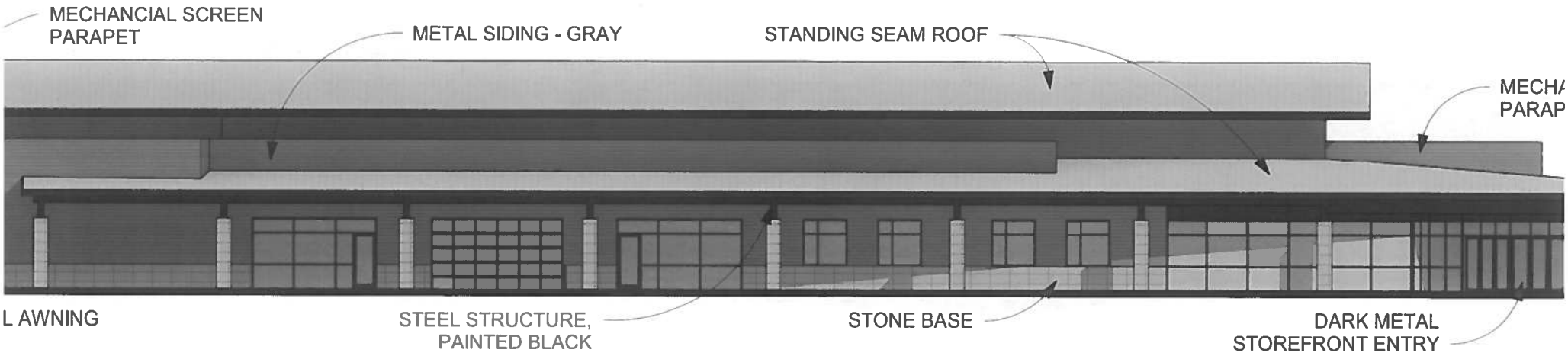
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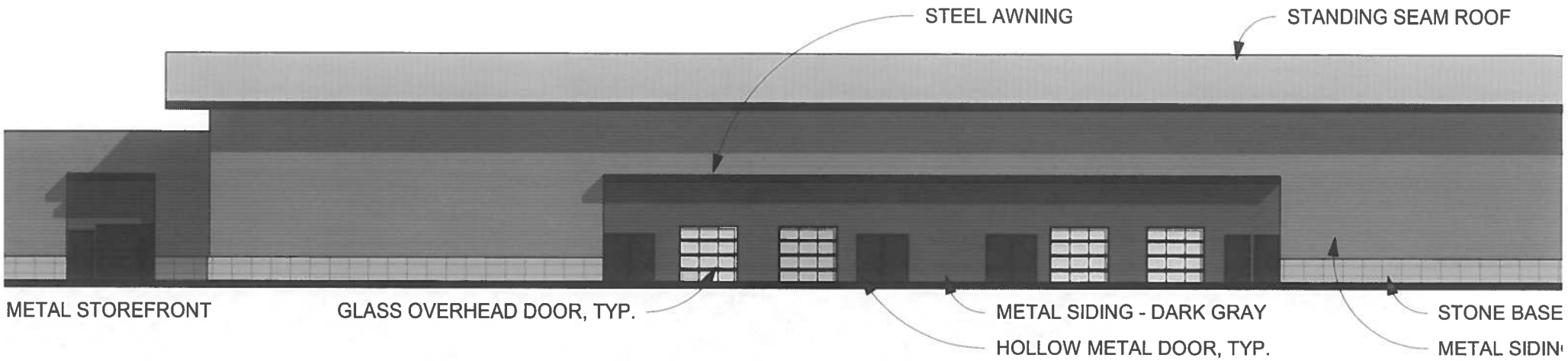
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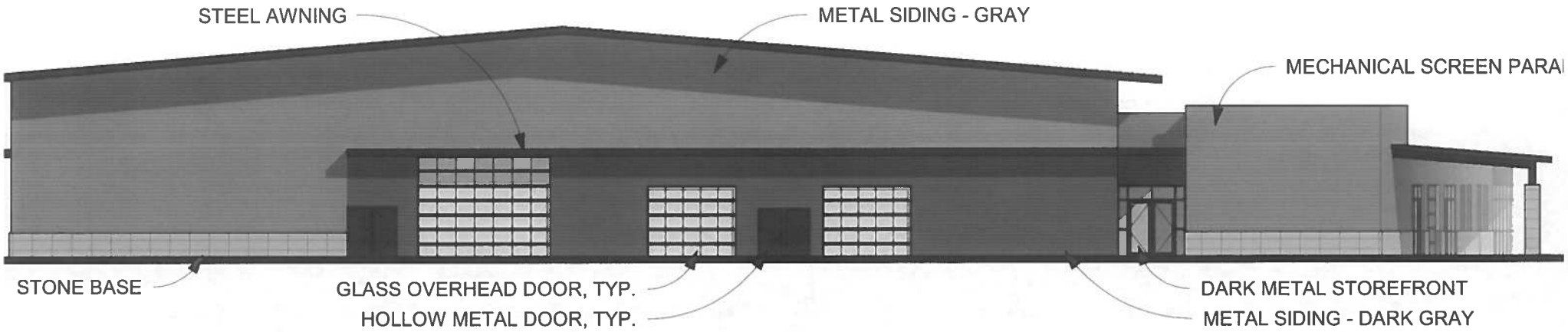
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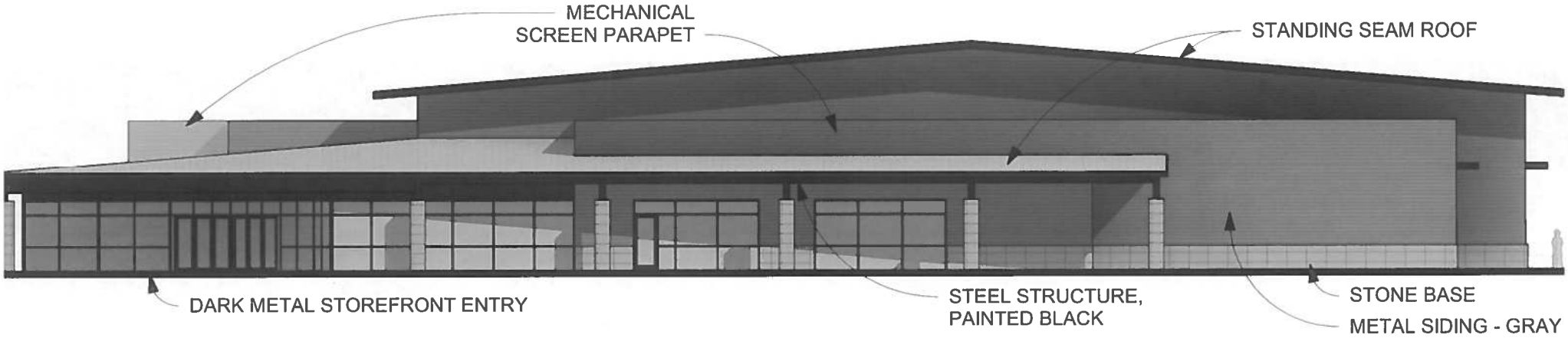
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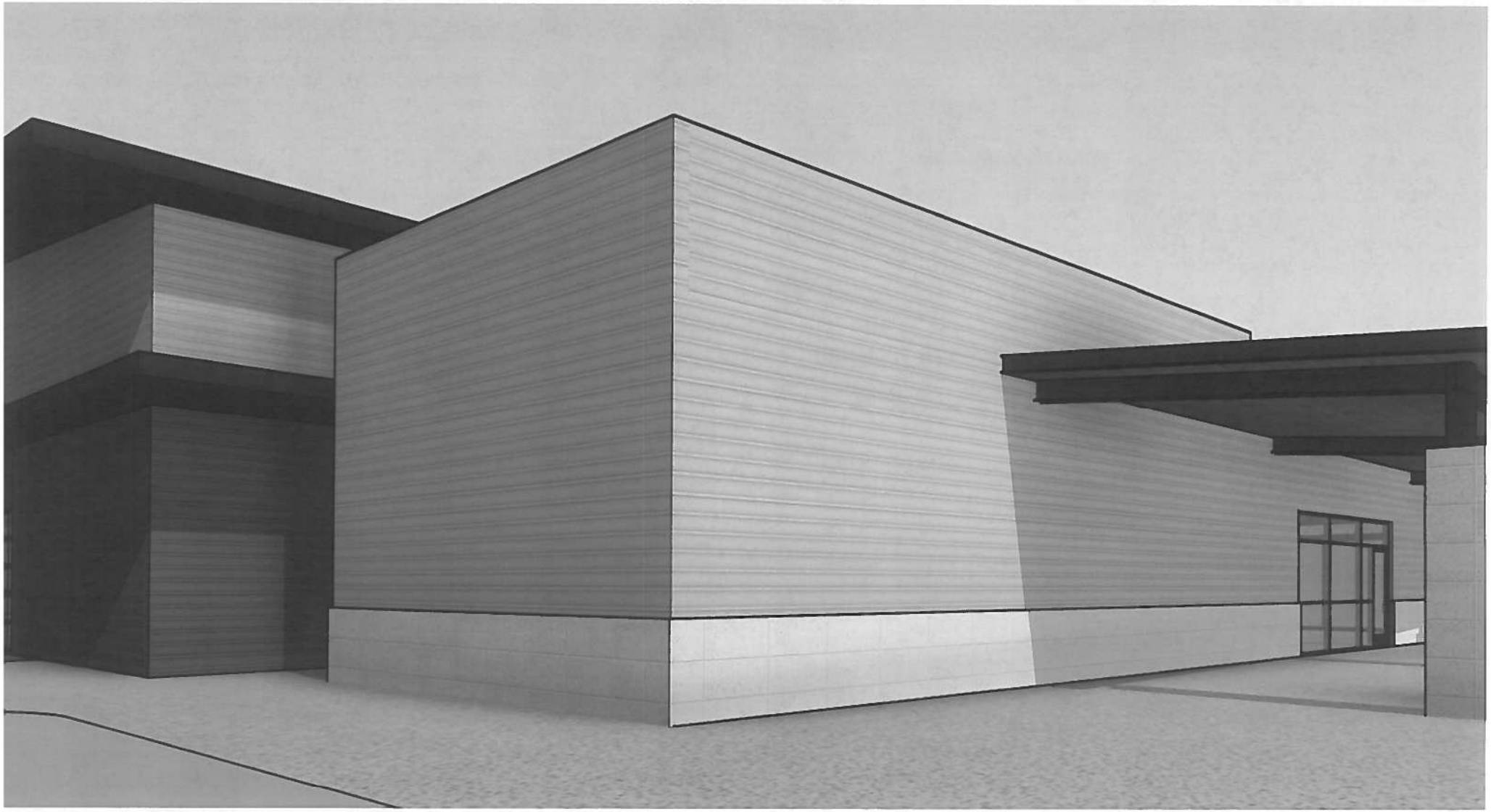


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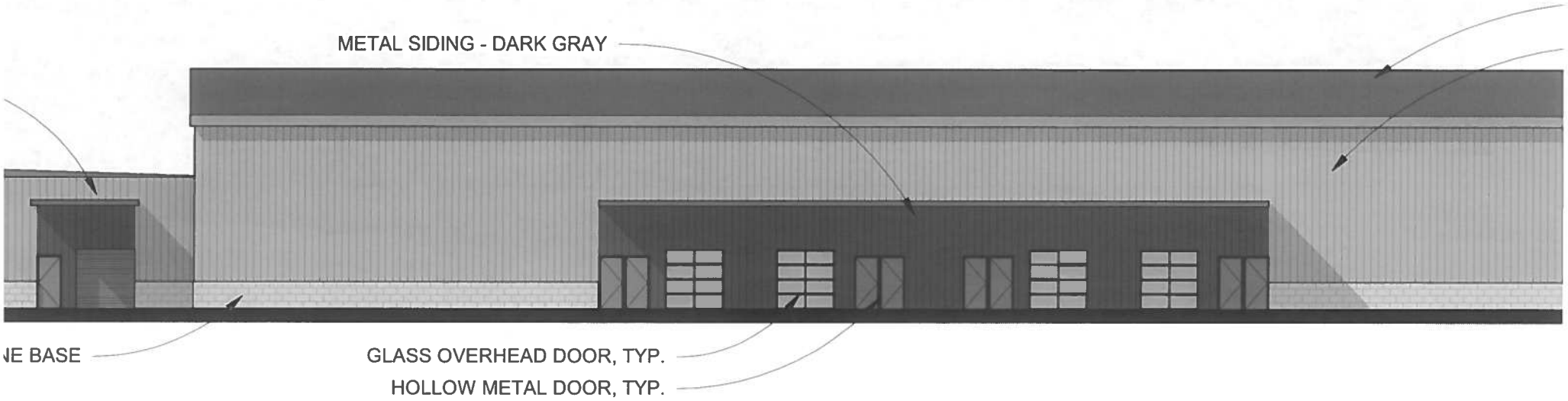
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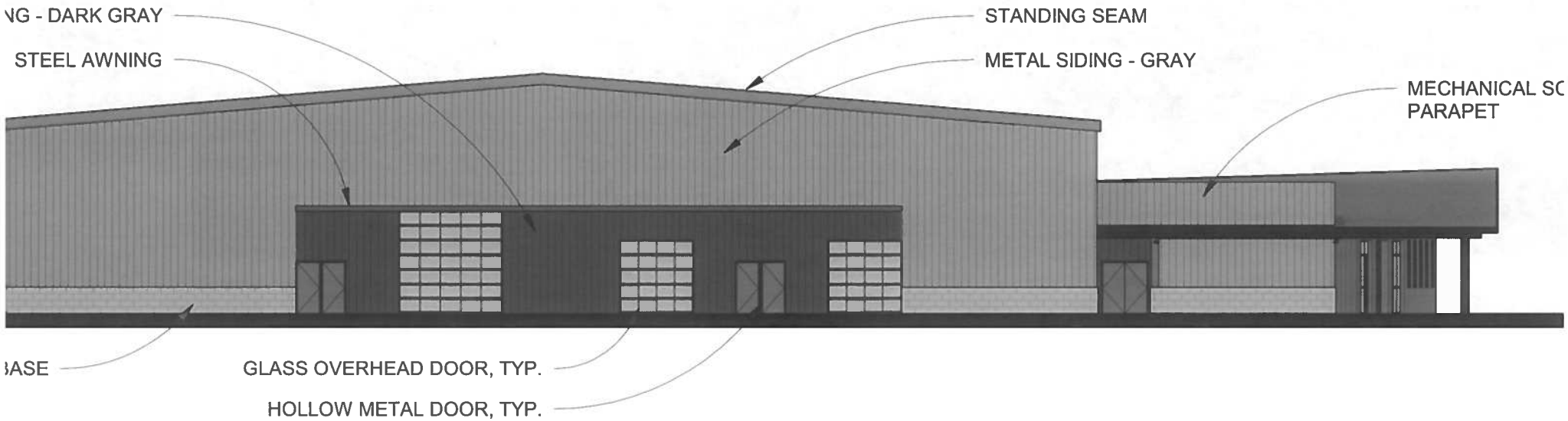
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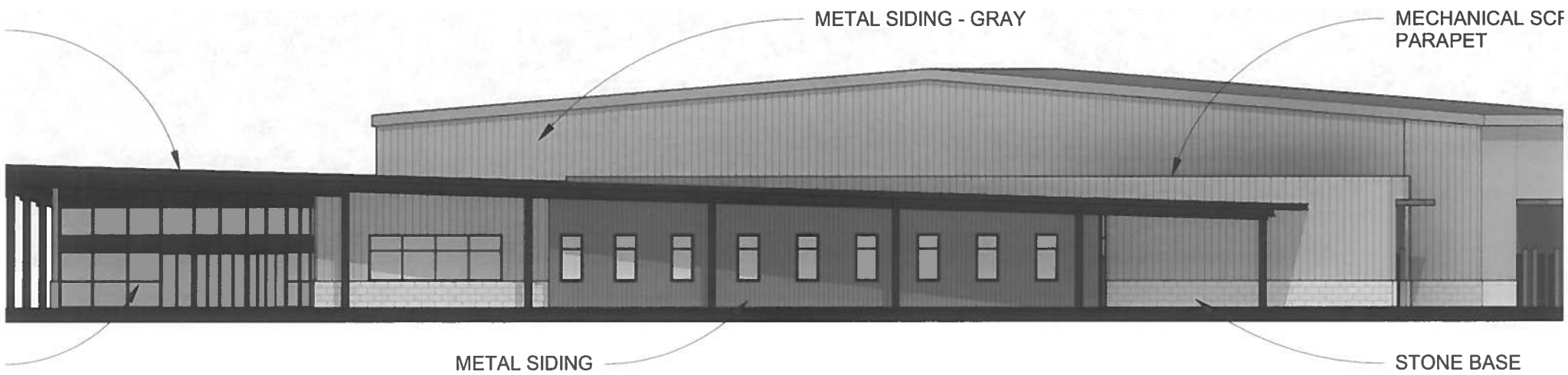
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