



COUNTY OF CANYON

SOLICITATION OF INTEREST

FY23 Canyon County Preliminary Design Services Roster

Issued By:

BOARD OF COUNTY COMMISSIONERS

Submit Statements to:
Board of County Commissioners
1115 Albany Street
Caldwell, Idaho 83605
Telephone: (208) 454-7507
Facsimile: (208) 454-7336
bocc@canyonco.org

Statements must be received by 9:30 a.m. Tuesday, April 11, 2023

Return in a sealed envelope marked:

“Statement of Interest for FY23 Canyon County Preliminary Design Services Roster”

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SOLICITATION OF INTEREST
FY23 CANYON COUNTY
PRELIMINARY DESIGN
SERIVCES ROSTER

I. INTRODUCTION

Canyon County is located in Southwest Idaho, and is part of the Boise-Nampa Metropolitan Statistical Area. The County is largely agricultural, with primary government operations housed in the Canyon County Courthouse, located in the City of Caldwell. The County's population nearly doubled in the last decade, leading to a commensurate increase in the number of persons requiring government services and straining the functional capacity of the Courthouse and associated county facilities to meet this increased demand.

Canyon County regularly reviews the feasibility of various potential construction projects, and has found that professionally rendered preliminary architectural and engineering services valued less than fifty thousand dollars (\$50,000) may be helpful to such review. Although formal procurement process is not required to secure such limited services, the Canyon County Board of Commissioners is interested in developing a roster of qualified and interested Design Professionals willing to provide occasional architectural and engineering consultation and services by contract at a government rate.

Accordingly, notice is hereby given that Canyon County, Idaho, issues this Solicitation of Interest ("SOL" hereinafter) for the FY23 Canyon County Preliminary Design Services Roster as Canyon County ("FY23 Roster" hereinafter) desires to identify a roster of qualified and licensed Design Professionals willing to provide limited architectural and engineering consultation and services for the preliminary phase of potential projects, and other piece work, valued less than and up to fifty thousand dollars (\$50,000).

This project is being directed by:

Canyon County Facilities Director, Rick Britton
1115 Albany Street
Caldwell, ID 83605
Email: Rickey.Britton@canyoncounty.id.gov
Telephone: (208) 454-7473
Facsimile: (208) 454-6638

Inclusion on the FY23 Roster will be based in part upon the criteria, as set forth in Idaho Code § 67-2320, dealing with professional service contracts with design professionals, engineers, architects, construction managers, and land surveyors. Submitted statements will be evaluated to determine responsiveness. Canyon County may consider, but is not necessarily limited to, the following factors in evaluating statements of interest:

- Responsiveness to the solicitation requirements;
- The ability, capability and skill of the Design Professional to perform the services required;
- References of the Design Professional;
- The character, integrity, reputation, judgment and efficiency of the Design Professional;

**SOLICITATION OF INTEREST
FY23 CANYON COUNTY
PRELIMINARY DESIGN
SERVICES ROSTER**

- The quality of performance of previous contracts or services;
- Other factors, as deemed important, in the County's sole discretion.

The following information must be submitted as part of your statement: complete and comprehensive responses to each part of Section III. RESPONDENT INFORMATION and Section IV. SOI CHECKLIST of this SOI. Any proposal that does not provide a response to each of the required sections may be rejected as non-responsive.

A. General Project Requirements

Canyon County seeks to identify a roster of qualified and licensed Design Professionals willing to provide limited architectural and engineering consultation and services for the preliminary phase of potential projects, and other piece work, valued less than and up to fifty thousand dollars (\$50,000).

Canyon County expects that the FY23 Roster will be available to consider contracting on a case-by-case basis, depending on the County's sole discretion, for preliminary design services which may include, but not be limited to: assessment of client requirements for project needs (SF, budget, schedule, programing requirements for facility), conceptual and schematic design site plan, floor plans and elevations, analysis and outline of site zoning and project specific use as it relates to the applicable Authority Having Jurisdiction for the project, defining any project required entitlements to be obtained and permits that will be required for the project.

Selection for the FY23 Roster is not a guarantee of selection for subsequent related projects, if any.

B. Selection

The County will review proposals to ensure that Respondents to the SOI are qualified.

C. Questions/Clarifications to SOI

Questions and requests for clarifications regarding this SOI will be considered only if they are submitted **in writing** and received by the Clerk of the Board of Commissioners no later than **9:30 a.m. Tuesday, March 28, 2023**. All questions and clarifications to the SOI will be addressed in a written addendum. No verbal answers or clarifications will be binding on the County or the potential contractor. The County will respond to timely submitted questions by issuing an addendum to this SOI at **9:30 a.m. Tuesday, April 4, 2023**. The addendums and SOI will be made available in electronic and hard copy formats.

D. Time

All references to the hours of a day shall refer to Caldwell, Idaho time.

E. Procedure

Sealed statements of interest submitted pursuant to this solicitation must be received by the office of the Board of County Commissioners, Canyon County Courthouse 1115 Albany Street, Caldwell ID, 83605, no later than **9:30 a.m. on Tuesday, April 11, 2023** Three (3) hard copies and one digital copy must be supplied at the time of the submittals. Late submissions may not be accepted, opened or considered. Each submittal shall include the legal name of the Design Professional and a statement whether the Respondent is a sole proprietor, a partnership, a corporation or other legal entity, and shall be signed by the person or persons legally authorized to do so.

F. SOI Preparation Costs

Costs for developing submittals pursuant to this SOI are entirely the responsibility of the Design Professional and shall not be chargeable to the County. By submitting a statement of interest, the Respondent agrees that the contents of the submittals, suggested approaches contained therein, and any supporting analysis, will become the property of Canyon County.

G. Delivery to County

No facsimile statements will be accepted. It is the Respondent's responsibility to ensure that statements of interest are received on time.

H. Calendar of Events

The following is a schedule of events concerning the proposal process:

1. Distribution of the SOI..... 9:30 a.m. Thursday, March 9, 2023
2. Publication March 14, 2023 and March 21, 2023
3. Questions/Clarifications to SOI Due..... 9:30 a.m. Tuesday, March 28, 2023
4. Addendum #1 9:30 a.m. Tuesday, April 4, 2023
5. Statements Due Date 9:30 a.m. Tuesday, April 11, 2023
6. Statements Opening, Selection Process Begins 9:30 a.m. Tuesday, April 11, 2023
7. Consider establishing FY23 Roster Tuesday, April 25, 2023

I. Acceptance and Rejection

The County reserves the following rights:

- To reject any or all submittals, or any part thereof;
- To waive any minor defects in the submittal if this is to the advantage of the County; and
- To accept the submittal that is in the best interest of the County.

The County's decision shall be final. The County's waiver of a minor defect shall in no way modify the SOI or excuse the potential contractor from full compliance with its specifications if the

Respondent is awarded a contract. The County reserves the right to let separate contracts on any aspect of any work.

Statements that contain false or misleading statements, or that provide references which do not support an attribute or condition claimed by the Respondent, may be rejected. If, in the opinion of the County, such information was intended to mislead the County in its evaluation, the statement shall be rejected.

J. Disclosure of Confidential Information

The statements of interest, except for confidential financial information as determined by the Design Professional, shall be available for public inspection if requested after they are opened by the County. The Respondent must separately seal any financial information they deem confidential and must agree to indemnify and hold harmless Canyon County for barring this confidential material from public inspection.

K. Signature of Agent

Each statement of interest and any clarification to that statement shall be signed by an officer of the Design Professional or a designated agent empowered to bind the firm in a contract.

II. GENERAL TERMS AND CONDITIONS

A. Introduction

A response to each of the requirements in Section III. RESPONDENT INFORMATION is mandatory. Failure to respond to a requirement in this section, or non-adherence to a requirement in this section, may cause the statement to be rejected.

B. Type of Contract

The evaluation of statements submitted in response to this SOI may result in the issuance of contracts or purchase orders on various projects valued less than fifty thousand dollars (\$50,000). General Terms and Conditions of such agreements will include, but may not be limited to, Sections C. through H. of this part. A sample contract is included with this SOI for review. No work is authorized through this SOI by the County to any Respondent until a final contract is approved by both the County and the selected Design Professional, if any. Submission of an SOI is an acknowledgment by the potential contractor that they will comply with the above referenced sections of this part. Respondents must complete the appropriate section of IV. SOI CHECKLIST that acknowledges this requirement.

C. Governing Laws

Any contract for professional design services shall be construed in accordance with, and governed by, the laws of the State of Idaho. Any action concerning such contracts shall be brought in the Third Judicial District Court, Canyon County, State of Idaho.

D. Insurance

Design Professionals on the FY23 Roster shall maintain the following Insurance at all times any contract is in effect and for the stated periods after final completion of any Project:

1. Workers' compensation and employer's liability insurance as required by the state where the work is performed and for at least one (1) year after final completion of any Project. Further, any contracted Design Professional shall provide proof of Workers' Compensation Insurance in the form of a Certificate of Insurance to the County.
2. Comprehensive automobile and vehicle liability insurance covering claims for injuries to members of the public and damages to property of others arising from use of motor vehicles, including on-site and off-site operations and owned, non-owned, or hired vehicles with \$1,000,000 combined single limits. Any contracted Design Professional shall maintain this insurance for at least two (2) years after final completion of any Project.
3. Commercial general liability insurance covering claims for injuries to members of the public or damage to property or others arising out of any covered negligent act of omission of any contracted Design Professional or of any of its employees, agents, or subcontractors with \$1,000,000 per occurrence and \$3,000,000 in the aggregate. The aggregates shall apply separately on a "per project basis." Contracted Design Professional shall maintain this insurance for at least two (2) years after final completion of any Project.
4. Professional liability insurance of \$1,000,000 per occurrence and in the aggregate, naming Canyon County as a certificate holder, during the pendency of any Project and for a period of six (6) years after final completion of any Project. The contracted Design Professional shall purchase and keep in force during the pendency of any Project an Errors and Omissions Policy in the face amount of Two Million Dollars (\$2,000,000) with not more than a Twenty-Five Thousand Dollar (\$25,000) deductible. A certificate of insurance acceptable to County shall be provided to County prior to commencement of any work. The insurance policy shall contain a clause that the policy may not be cancelled or allowed to expire until at least thirty (30) days prior written notice has been provided to County.
5. County will be named as an additional insured with respect to contracted Design Professional's liabilities hereunder in insurance coverages identified in items 2 and 3 and contracted Design Professional's insurance company must agree to waive subrogation against County as to said policies.

The coverages provided herein shall contain a policy clause or an endorsement providing thirty (30) days' notice to the County prior to any cancellation of said coverage. Said coverage shall be written by an insurer acceptable to the County and shall be in a form acceptable to the County. County shall be provided a copy of the policies described herein upon written request.

E. Equal Employment Opportunity

Design Professionals on the FY23 Roster shall comply with all provisions of federal, state and local regulations to ensure that no employee or applicant for employment is discriminated against because of race, religion, color, sex, marital status, age, disability, or national origin.

F. Design Professional Personnel

The County may request replacement or deny access of any contracted Design Professional or subcontractor personnel believed unable to carry out the responsibilities of the contract, or unsuitable for working within the environment of County-owned property.

G. Design Professional Cooperation

Design Professionals on the FY23 Roster shall, at all times, observe and comply with all federal, state, local and municipal laws, ordinances, rules, and regulations in any way affecting any contract, or the work performed under such contract.

H. Indemnity

Design Professionals on the FY23 Roster shall indemnify and hold harmless the County from and against all liability, claims, loss, costs, and expenses arising out of, or resulting from, the services of the Design Professional. In the event the County is alleged to be liable on account of alleged acts or omissions of the Design Professional, the Design Professional shall defend such allegations. The Design Professional shall bear all costs, fees, and expenses of such defense; including, but not limited to, all attorney fees and expenses, court costs, and expert witness fees and expenses.

III. RESPONDENT INFORMATION

We are seeking to establish a roster of qualified and licensed Design Professionals or firms most qualified to provide the services stated in this SOI. The various sections of this SOI are intended to provide each Respondent with the opportunity to document/demonstrate its qualifications and interest.

Submittals must adhere to the structure outlined in this section of the SOI. Responses that do not adhere to the structure may be disqualified from review. A response must be made to each item of this section, complete Section IV. SOI CHECKLIST, and enclose the checklist in the Respondent's statement.

A. Cover Letter

1. Use your firm's letterhead. Address the cover letter to:

Canyon County Board of Commissioners
Canyon County Courthouse
1115 Albany Street
Caldwell, Idaho 83605

2. Identify the submitting firm by name, main business office, field office conducting work (if applicable), and contact person.
3. Identify the firm's parent corporation by name and business location. If the firm has no parent corporation, state that this is the case. State that you have read the SOI and are prepared to comply with contractual requirements.
4. Include a brief statement of the firm's understanding of the work to be accomplished.
5. Provide any additional explanatory information you believe will be necessary or helpful.
6. Signature of Company Principal authorized to sign contracts.

B. Table of Contents

C. Overview of Firm

1. Briefly summarize the history of your firm.
2. Describe the management structure of your firm. If it is responsible to a board of directors, include their names.
3. Disclose any claims or unresolved claims currently ongoing or pending, and/or any potential or anticipated litigation.

D. Financial Report

The Respondent must provide a copy of their most recent corporation annual report. If no annual report is available, the latest audited financial report prepared by a certified public accountant must be provided. In no case shall the Respondent's accounts payable be in arrears greater than thirty (30) days. If this information is considered confidential by the Respondent, it will be clearly labeled as such and presented in a separate sealed envelope with the SOI response package. See Section I. J. (Disclosure of Confidential Information) of this SOI.

E. List of Projects

Describe local, regional or national projects of a similar size and scope in which the Respondent has been involved.

Include experience of firm or firms and past performance, name and telephone number of owner contacts on similar projects, and any written references from owners that are available for those projects. Identify projects completed or ongoing that are similar in scope and size to the project under consideration; adherence to previous project guidelines or requirements; ability to stay within negotiated fees and schedules; quality of service; and personalized attention to the project.

F. Customer Reference List

The Respondent will provide a list of customers who have used your services. Customers on each Respondent's list (and any other the County may select) may be contacted. The customers will be interviewed in multiple areas including but not limited to the ability, capability, and skill of the Respondent to perform the contract or provide the services required, the character, integrity, reputation, judgment and efficiency of the Respondent. The majority of the customers must respond positively in order for the Respondent to be successful in this portion of the evaluation.

Please provide references, names, addresses and phone numbers of firms that have dealt with designated team individuals on at least three (3) other similar projects.

G. Design Professional's Staff

The qualifications should be clear and to the point. Emphasis should be placed on specific qualifications of the people who will actually perform the project and the firm's ability to manage multiple projects simultaneously. All Design Professional's personnel with professional licensure must be licensed to practice in the State of Idaho or work under the direct supervision of a professional licensed in the State of Idaho.

Please provide resumes of the specific team members expected to accomplish the work described in this SOI. Delineate respective responsibilities, estimated associated hours, and discuss their qualifications relative to this request. Provide specific examples of team experience relative to a minimum of three (3) similar projects, briefly illustrating the team's ability to complete such projects. Notation of special training or particular experiences in similar operations will be helpful.

H. Proposed Sub-Consultants

Selected Design Professionals on FY23 Roster may directly contract with all sub-contractors, who will work under the sole direction of the Design Professional, and Design Professional will be responsible for all actions of such sub-contractors. All sub-contractors shall be licensed to conduct business in the State of Idaho. Design Professional shall provide to County, and the County approve, all documentation regarding sub-consultants for permits, proof of insurance including

both liability and statutory workman compensation coverage, any special licenses required, or any other requirement before subcontractor conducts any work on any project.

Design Professional shall provide a list all projected sub-consultants, if any, that may be used in any Project. The Design Professional shall provide name of the firm, name of the principal of the firm, company representative for this project, contact telephone number, facsimile, email, mailing address, and statement that the firm is licensed to conduct business in the State of Idaho. In addition, provide a brief statement describing the role that the sub-consultant will perform and their credentials to conduct the work.

IV. SOI CHECKLIST

Respondents must use this Checklist and include this checklist with their SOI submittal. The sections of the SOI that require a response from the Respondent are listed below. The Respondent must initial each section acknowledging whether the required information is included and/or the condition has been met. Failure to acknowledge or respond to any of the sections listed below may result in rejection of the statements of interest from further consideration.

The SOIs will be based on the points noted in parentheses assigned to each item listed below. If “does not meet this requirement” is acknowledged, respondent may include an explanation as to why such requirement is not applicable. Inclusion of an explanation does not obligate the County to credit respondent for responding to the item.

1. Respondent has included Section III. A. Cover letter (5 pts)

Submittal meets this requirement: _____ does not meet this requirement: _____

2. Respondent has included Section III. B. Table of Contents (5 pts)

Submittal meets this requirement: _____ does not meet this requirement: _____

3. Respondent has included Section III. C. Overview of Firm (5 pts)

Submittal meets this requirement: _____ does not meet this requirement: _____

4. Respondent has included Section III. D. Consultant Financial Report (5 pts)

Submittal meets this requirement: _____ does not meet this requirement: _____

6. Respondent has included Section III F. List of Projects (5 pts)

Submittal meets this requirement: _____ does not meet this requirement: _____

7. Respondent has included Section III. G. Customer Reference List (5 pts)

Submittal meets this requirement: _____ does not meet this requirement: _____

8. **Respondent has included Section III. H. Proposed Design Professional's Staff (5 pts)**

Submittal meets this requirement: _____ does not meet this requirement: _____

9. **Respondent has included Section III. I. Proposed Sub-Consultants (5 pts)**

Submittal meets this requirement: _____ does not meet this requirement: _____

10. **Respondent acknowledges it is prepared to comply with the contractual requirements detailed in Section II subsections B through H (50 pts)**

Submittal meets this requirement: _____ does not meet this requirement: _____

11. **Perceived congruence between satisfaction of above-enumerated criteria and the County's needs in executing the _____ Project. (100 pts)**

Submittal meets this requirement: _____ does not meet this requirement: _____


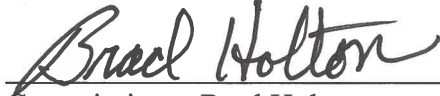

V. ATTACHMENT LIST

1. Sample contract

APPROVED this 9th day of March, 2023.

CANYON COUNTY BOARD OF COMMISSIONERS

- ☒ Motion Carried Unanimously
☐ Motion Carried/Split Vote Below
☐ Motion Defeated/Split Vote Below

	Yes	No	Did Not Vote
 _____ Commissioner Leslie Van Beek	<u> </u>	<u> </u>	<u> </u>
 _____ Commissioner Brad Holton	<u> X </u>	<u> </u>	<u> </u>
 _____ Commissioner Zach Brooks	<u> X </u>	<u> </u>	<u> </u>

ATTEST: CHRIS YAMAMOTO, CLERK

By: 

Deputy Clerk

**PRELIMINARY PROFESSIONAL DESIGN
AND ENGINEERING SERVICES CONTRACT**

CANYON COUNTY * PROJECT

**Solicitation of Interest (SOI)
CANYON COUNTY, IDAHO**

THIS AGREEMENT is made this ____ day of _____, 20____ between _____, having a local address _____ (hereinafter "CONTRACTOR") 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 ("SOI") pursuant to procedures provided by Idaho Code § 67-2320 for the purpose of identifying a roster of qualified and licensed Design Professionals willing to provide limited architectural and engineering consultation and services for the preliminary phase of potential projects, and other piece work; and

WHEREAS, CONTRACTOR was selected for inclusion on the COUNTY's FY23 Canyon County Preliminary Design Services Roster; and

WHEREAS, CONTRACTOR has been selected from that Roster to provide preliminary design consultation and services on the COUNTY's proposed *

WHEREAS, COUNTY has determined that funds sufficient for the purposes of this Agreement have been duly appropriated for expenditure in FY2023.

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

1. PURPOSE:

- 1.1 COUNTY hereby employs CONTRACTOR as an independent contractor to complete and perform the following project and work:

* Project as described in the *, attached hereto as Attachment 1 and incorporated fully by reference.

- 1.2 CONTRACTOR agrees to provide all materials and services for the project as requested by the COUNTY and in accordance with Attachment 1.

2. CONTRACTOR REPRESENTATIONS:

- 2.1 CONTRACTOR has visited the Site and become familiar with and satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the project.
- 2.2 CONTRACTOR is licensed, familiar with and satisfied as to all federal, state, and local laws and regulations that may affect cost, progress, and performance of the project. CONTRACTOR agrees to comply with all federal, state, city, and local laws, rules and regulations.
- 2.3 The project specifications and this contract sufficiently detail the work required and convey understanding of all terms and conditions for performance and furnishing of the work.
- 2.4 CONTRACTOR warrants that all materials and goods supplied under this Agreement shall be of good merchantable quality and that all services will be performed in a good workmanlike manner. CONTRACTOR acknowledges that it will be liable for any breach of this warranty.
- 2.5 CONTRACTOR 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. CONTRACTOR agrees to comply with all federal, state, city, and local laws, rules and regulations.
- 2.6 CONTRACTOR understands that COUNTY is exempt from payment of Federal Excise Tax under Certificate No. 82-6000-290 and none shall be charged to COUNTY.
- 2.7 Idaho Code § 63-1503 statement: CONTRACTOR, in consideration of securing the business of erecting or constructing public works in this state, recognizing that the business in which he is engaged is of a transitory character, and that in the pursuit thereof, his property used therein may be without the state when taxes, excises, or license fees to which he is liable become payable, agrees:
 - (1) To pay promptly when due all taxes, (other than on real property), excises and license fees due to the state, its subdivisions, and municipal and quasi-municipal corporations therein, accrued or accruing during the term of this contract, whether or not the same shall be payable at the end of such term;
 - (2) That if the said taxes, excises, and license fees are not payable at the end of said term, but liability for the payment thereof exists, even though the same constitute liens upon his property, to secure the same to the

satisfaction of the respective officers charged with the collection thereof; and

- (3) That, in the event of his default in the payment or securing of such taxes, excises, and license fees, to consent that the department, officer, board, or taxing unit entering into this contract may withhold from any payment due him hereunder the estimated amount of such accrued and accruing taxes, excises, and license fees for the benefit of all taxing units to which said contractor is liable.

3. **COMPENSATION:**

- 3.1 COUNTY agrees to pay CONTRACTOR for the services described by this Agreement an amount not to exceed the sum of _____ Dollars (\$_____).

Twenty-five percent (25%) of such sum shall be distributed upon execution of this Agreement, with the remaining seventy-five percent (75%) distributed monthly in proportion to services performed.

Prior to the first monthly payment, the CONTRACTOR shall submit to the County an initial schedule of values allocated to various portions of the work that shall be used as a basis for reviewing the monthly invoices. Monthly invoices shall certify that payment is for work, materials, equipment or supplies actually performed or actually installed in furtherance of the * Project, and shall reflect a five percent (5%) retainage.

- 3.2 CONTRACTOR shall submit their invoices to:

Canyon County Facilities Director, Rick Britton
1115 Albany Street
Caldwell, ID 83605
Email: Rickey.Britton@canyoncounty.id.gov
Telephone: (208) 454-7473
Facsimile: (208) 454-6638

- 3.3 Subject to Article 8, Sections 3 and 4 of the Idaho Constitution and all other non-appropriation law in relation thereto, COUNTY will duly and punctually pay the amounts to satisfy its obligations required under this Agreement, recognizing that time is of the essence. If non-appropriation occurs, this Agreement shall automatically terminate and all future rights and liabilities of the parties hereto shall thereupon cease upon CONTRACTOR's receipt of original notice from COUNTY informing CONTRACTOR of that event.

4. TIME OF PERFORMANCE:

- 4.1 Time is of the essence in the performance of the work as specified in this Agreement.
- 4.2 Upon execution of contract, CONTRACTOR will start project within _____ to _____ business days and thereafter complete the project within _____ full working weeks. Any unforeseen stoppages of work beyond CONTRACTOR's control will require the completion date to be modified.
- 4.3 If CONTRACTOR fails to deliver the subject matter of this Agreement in accordance with this time schedule, liquidated damages shall accrue to COUNTY as follows: CONTRACTOR shall pay COUNTY the sum of Five Hundred Dollars (\$500.00) per day for each and every calendar day of unexcused delay. Liquidated damages shall not be charged when the delay arises out of causes beyond the control of CONTRACTOR.

5. INSURANCE:

- 5.1 CONTRACTOR shall maintain the following Insurance at all times this Contract is in effect and for the stated periods after final completion of the Project:

- (1) Workers' compensation and employer's liability insurance as required by the state where the work is performed and for at least one (1) year after final completion of any Project. Further, CONTRACTOR shall provide proof of Workers' Compensation Insurance in the form of a Certificate of Insurance to the County.

- (2) Employers' Liability insurance providing limits of liability in the following amounts:

Bodily Injury by Accident:	\$100,000 each accident
Bodily Injury by Disease:	\$500,000 policy limit
Bodily Injury by Disease:	\$100,000 each employee

- (3) Commercial General Liability insurance providing limits of liability in the following amounts, with aggregates applying separately on a "per project" basis:

General Aggregate:	\$3,000,000
Product/Completed Operations Aggregate:	\$3,000,000
Personal & Advertising Injury Liability:	\$1,000,000
Per Occurrence:	\$1,000,000
Fire Legal Liability:	\$ 50,000

The Commercial General Liability ("CGL") insurance policy shall be written on an "Occurrence" form and shall cover liability arising from premises, operations, independent contractors, products, completed operations, personal injury, advertising injury, and liability assumed under an insured contract (including tort liability of another assumed in a contract). Canyon County and its elected officials, agents, employees, successors and assigns shall be included as Additional Insureds under the CGL with the Additional Insured endorsement providing coverage for Completed Operations.

- (4) Business Automobile Liability insurance providing bodily injury and property damage liability coverage for not less than \$1,000,000 each accident limit. Business Automobile Liability insurance shall be written on a standard ISO policy form, or an equivalent form, providing coverage for liability arising out of owned, hired, or non-owned vehicles in connection with this Contract.

Each of CONTRACTOR's subcontractors and suppliers shall procure and maintain equivalent insurance coverage as described in subparagraphs 1 through 4 above and certificates evidencing such coverage must be presented to Canyon County before the subcontractors or suppliers are permitted on the site of the project. If subcontractors do not have the required insurance, CONTRACTOR's policies must provide equivalent coverage for the subcontractors and their work.

6. INDEMNIFICATION:

- 6.1 CONTRACTOR 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 CONTRACTOR, CONTRACTOR's agents, employees, or representatives under this Agreement.

7. INDEPENDENT CONTRACTOR:

- 7.1 The parties agree that CONTRACTOR is the independent contractor of COUNTY and in no way an employee or agent of COUNTY and is not entitled to worker's compensation or any benefit of employment with COUNTY.
- 7.2 COUNTY shall have no control over the performance of this Agreement by CONTRACTOR or its employees, 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 CONTRACTOR supplies or equipment.

8. PERSONNEL AND SECURITY REQUIREMENTS:

- 8.1 CONTRACTOR reserves the right to designate its resources and personnel in every situation. Notwithstanding the above, CONTRACTOR shall provide a list of the individuals assigned to the project team to COUNTY.
- 8.2 COUNTY shall have the right to direct removal of a CONTRACTOR employee for cause, if in the opinion of COUNTY, such employee demonstrates non-performance or inappropriate conduct, which jeopardizes security, safety, or other Agreement requirements, or fails to pass the initial background check. COUNTY shall provide CONTRACTOR with written justification as to the reason(s) for the directed removal.

9. MISCELLANEOUS:

- 10.1 CONTROLLING LAW: The Agreement shall be interpreted, and rights of the Parties determined, under the laws of the State of Idaho. The venue of any claim, litigation, or cause of action between the Parties shall be in the Third Judicial District Court of the State of Idaho in Canyon County.
- 10.2 LEGISLATIVELY MANDATED CERTIFICATION CONCERNING BOYCOTT OF ISRAEL: CONTRACTOR must select and initial at least one of the following certifications:
- ☐ Pursuant to Idaho Code § 67-2346 Contractor certifies that it "is not currently engaged in, and will not for the duration of the contract engage in, a boycott of goods or services from Israel or territories under its control." The terms in this section defined in Idaho Code § 67-2346 shall have the meaning defined therein.
- ☐ Contractor certifies that County's payments under the Contract will not exceed One Hundred Thousand Dollars (\$100,000).
- ☐ Contractor certifies that Contractor does not employ more than nine persons.
- 10.3 SEVERABILITY: The terms of this Agreement are severable. Should a court of competent jurisdiction decide that any portion of this Agreement is unlawful or invalid, said decision shall only affect those specific sections and the remaining portions of this Agreement shall remain in full force and effect.
- 10.4 ENTIRE AGREEMENT: This is the entire agreement of the parties and can only be modified or amended in writing by the parties.

CANYON COUNTY BOARD OF COUNTY COMMISSIONERS

DATED this _____ day of _____, 2023.

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

	Yes	No	Did Not Vote
_____ Commissioner Leslie Van Beek	_____	_____	_____
_____ Commissioner Brad Holton	_____	_____	_____
_____ Commissioner Zach Brooks	_____	_____	_____

ATTEST: CHRIS YAMAMOTO, CLERK

_____, Deputy Clerk

CONTRACTOR

(Name/Title)

STATE OF IDAHO)
) ss.
County of _____)

On this _ day of _____, 20__, before me, a notary public, personally appeared _____, known or identified to me to be the _____ for _____, whose name is subscribed to the within instrument, and acknowledged to me that said corporation executed the same.

(S E A L)

Notary Public for Idaho

Residing at: _____

My Commission Expires: _____