



COUNTY OF CANYON

Canyon County Fair Event Center Fence Project

INVITATION FOR BIDS

Issued By:

BOARD OF COUNTY COMMISSIONERS

Submit Bids to:

Board of County Commissioners

1115 Albany Street

Caldwell, Idaho 83605

Telephone: (208) 454-7507

Facsimile: (208) 454-7336

bocc@canyoncounty.id.gov

Bids must be received by: 8:59a.m. on May 16, 2023

**Return in a sealed envelope marked:
“Invitation for Bids for Event Center Project”**

Bids received after said time/date will be returned unopened.

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I. INTRODUCTION

A. **Purpose of IFB:**

Notice is hereby given that Canyon County, located at 1115 Albany Street, Caldwell, Idaho is requesting bids from vendors for the purpose of acquiring fencing materials and installation of the fence around the Canyon County Fair Event Center. The purpose of this Invitation for Bids (IFB) is to provide a standard from which to evaluate your company's product as it compares to other providers and as it pertains to the needs of our organization as defined in this document. This IFB also serves as a tool to formalize negotiations to enter into a contract with the chosen vendor, if any.

YOU MUST CAREFULLY READ THIS IFB AND MUST FOLLOW THE INSTRUCTIONS IN IT. YOUR FAILURE TO READ AND CAREFULLY FOLLOW THE INSTRUCTIONS MAY CAUSE THE COUNTY TO REJECT YOUR BID. THE TERMS OF THIS IFB WILL TAKE PRECEDENCE OVER CONTRADICTORY INFORMATION IN ANY EXHIBIT. QUESTIONS RELATED TO ANY INADVERTENT CONTRADICTIONS IN THESE MATERIALS CAN BE SUBMITTED WITH OTHER QUESTIONS OR OBJECTIONS PER THE SCHEDULE OF EVENTS UNDER SECTION I.

The project is being directed by:

**Rick Britton
Canyon County Facilities
1115 Albany Street
Caldwell, Idaho 83605
(208) 454-7473**

The vendor selection will be based on the vendor's response to this IFB and the vendor's ability in that response to demonstrate its capabilities to meet the defined objectives of Canyon County. Each bid will be evaluated to determine the qualified bidder submitting the lowest bid price complying with the bidding procedures and meeting the specifications. The County may consider, but is not necessarily limited to, the following factors:

- References and demonstrated competence;
- Responsiveness to the IFB requirements;
- Ability of the bid response to accomplish the desired results;
- Customer list evaluation;
- The ability, capability and skill of the vendor to perform the contract or provide the service required;
- Options, flexibility and warranties;
- The character, integrity, reputation, judgment, and efficiency of the vendor;
- The quality of performance of previous contracts or services;
- The number and scope of conditions attached to the bid;
- Ability to complete the project in a timely manner;
- Experience with similar projects;
- Cost;

- Consideration will be given to compliance with the terms of the invitation for bids, purchase price, delivery date, parts and service facilities, analysis and comparison of equipment specification details, and past experience of the County with similar or related equipment.

The following information must be submitted as part of your bid:

- Bid Bond;
- Completed Bid Form;
- Responses to Sections I, II, III and IV of the IFB.

B. Project Overview:

Furnish and deliver to County fencing materials for the perimeter of the Canyon County Fair Expo Building which is approximately One Thousand Two Hundred Twenty-Five (1,225) linear feet and provide installation services of fencing materials in accordance with the specifications set forth herein and the other terms, conditions, and instructions to the specifications set forth herein.

C. Scope of IFB:

This IFB contains the instructions governing the requirements for bids to be submitted by interested vendors, the materials to be included therein, the requirements that must be met, and the vendor's responsibilities before and after delivery.

D. Time:

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

E. Procedure:

Sealed bids submitted pursuant to this invitation must be received by the office of the Board of County Commissioners, Canyon County Courthouse 1115 Albany Street, Caldwell ID, 83605, no later than **8:59a.m. Tuesday, May 16, 2023**. Three (3) copies of the Bid will be supplied at the time of the submittals. Late bids will not be accepted, opened or considered. Each bid shall include the legal name of the vendor and a statement of whether the vendor 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. Questions/Clarifications:

Bidders may submit written questions on this IFB to the Board of County Commissioners no later than **5:00p.m., Friday, May 5, 2023**. The IFB will be amended by an Addendum with answers to questions that are timely received. No verbal answers will be binding on the County or the bidder.

Request for clarifications to the IFB will be considered only if they are submitted in writing and received by the Board of Commissioners no later than **5:00p.m., Friday, May 5, 2023**. All clarifications to the requirements will be addressed as a written addendum to the bid. No verbal clarifications will be binding on the County or the bidder.

G. Vendor's Costs:

Costs for developing bids are entirely the responsibility of the vendor and shall not be chargeable to the County.

H. Delivery to County:

No facsimile bids will be accepted. It is the vendor's responsibility to ensure that bids are received on time.

I. Calendar of Events:

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

- Signing of the Legal Notice 9:30a.m. Thursday, April 13, 2023
- Signing and Distribution of the IFB 9:30a.m. Thursday, April 13, 2023
- Publication of Legal Notice Tuesday, April 18, 2023 and April 25, 2023
- Bidder's Conference at Event Center 10:00a.m. Tuesday, May 2, 2023
- Bidder's Questions/Clarifications Due 5:00p.m. Friday, May 5, 2023
- Addendum No. 1 9:30a.m. Thursday, May 11, 2023
- Bid Due Date 8:59a.m. Tuesday, May 16, 2023
- Bid Opening 9:30a.m. Tuesday, May 16, 2023
- Notice of Intent to Award Bid 9:30a.m. Tuesday, May 23, 2023
- Protest to Award, if any 5:00p.m. Tuesday, May 30, 2023
- Board Award of Contract (Tentative) TBD

J. Acceptance and Rejection of Bids:

The County reserves the right:

- To reject any or all bids, or any part thereof
- To waive any minor defects in the bids if this is to the advantage of the County
- To accept the bid that is in the best interests of the County

The County's decision shall be final. The County's waiver of a minor defect shall in no way modify the IFB document or excuse the vendor from full compliance with its specifications if the vendor is awarded the contract.

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

K. Disclosure of Bids:

Discussions may be conducted by the County with responsible bidders who submit bids determined to be reasonably susceptible of being selected for award. After the opening of the bids by the County, the bids, except for vendor deemed confidential financial information, shall be available, if requested, for public inspection. The vendor must separately seal any financial

information the vendor deems confidential, and must agree to indemnify and hold harmless Canyon County for barring this confidential material from public inspection.

L Signature of Vendor Agent:

Each vendor's bid and any clarification to that bid shall be signed by an officer of the vendor company or a designated agent empowered to bind the firm in a contract.

II. GENERAL TERMS AND CONDITIONS:

A. Introduction:

Vendor's response to each of the requirements in this section is mandatory. **YOU MUST RESPOND TO THE INFORMATION CONTAINED UNDER EACH SEPARATE HEADING IN THIS SECTION OF THE IFB.** For your convenience you may obtain a digital copy of this document from the County to assist you in responding to this IFB. Failure to respond to a requirement in this section, or non-adherence to a requirement in this section, may cause the bid to be rejected.

B. Type of Contract:

The evaluation of bids submitted in response to this IFB may result in the issuance of a contract or purchase order for fencing materials to the County.

C. Termination:

The County reserves the right to terminate the contract resulting from this request at any time the selected vendor fails to carry out its provisions. The County shall give the selected vendor notice of such termination with stated reasons for termination. If, after such notice, the selected vendor fails to remedy the conditions contained in the notice, the County shall issue the selected vendor an order to stop work immediately and to vacate the premises. Either party may terminate the contract, without cause, upon giving thirty (30) days advance written notice to the other party.

D. Failure to Perform:

If the selected vendor does not meet any of the specifications delineated in the contract, a letter explaining the deficiencies with a fifteen (15) day notice may be delivered by the County to the vendor. If deficiencies are not corrected in fifteen (15) days, the contract may be canceled. If vendor does not comply with applicable federal, state, city/local laws and regulations, the County may cancel the contract at any time.

E. Governing Laws:

The laws of the state of Idaho will govern any contract entered into between the County and the selected vendor and venue for any dispute concerning that contract shall be in the Third Judicial District, Canyon County, Idaho.

F. Bid Bond – Bid Security:

All bids shall contain one (1) of the following forms of Bidder's security in an amount equal to at least five percent (5%) of the bid:

1. Cash
2. Cashier's Check made payable to Canyon County.
3. Certified Check made payable to Canyon County.
4. Bidder's bond executed by a qualified surety company, made payable to Canyon County.

The Bid Security will be forfeited to Canyon County if the chosen vendor fails to comply with the conditions and specifications of the IFB. Bid Securities will be returned to all unsuccessful bidders.

G. Insurance:

The selected vendor shall be responsible for maintaining, during the life of the contract, insurance that complies with the following minimum requirements:

1. Worker's Compensation and Employers' Liability: Worker's Compensation limits according to the state of Idaho's statutory limits.

The insurer shall agree to waive all rights of subrogation against the County, its officers, officials, employees and volunteers for losses arising, from work performed by the selected vendor for the County.

2. Comprehensive General Liability: \$1,000,000 limit per single occurrence with \$2,000,000 aggregated limit annually for bodily injury, personal injury and property damage on a per project basis.

3. Automobile Liability: \$1,000,000 single limit per occurrence.

The selected vendor's insurance must act as primary coverage, not excess or contributing coverage, with regard to the subject contract. The successful vendor will be required to provide to the *Canyon County Board of Commissioners* at the time of award original certificates of insurance which name the County as an additional insured.

The selected vendor shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all the requirements stated above. Any deductibles or self-insured retention must be declared to and approved by the County. At the option of the County, either: the insurer shall reduce or eliminate such deductibles or self-insured retention as respects the County, its officials and employees; or the selected vendor shall procure a bond guaranteeing payment of losses and related investigations, claims administration and defense expenses.

Each insurance policy required by this IFB shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits, unless agreed to, in writing, by the County.

General Liability and Automobile Liability policies are to contain, or be endorsed to contain, the following provisions:

- a. The County, its officers, officials, employees and volunteers are to be covered as insureds as respects: liability arising out of activities performed by or on behalf of the selected vendor products and completed operations of the vendor; premises owned, leased or used by the vendor; or automobiles owned, leased, hired or borrowed by the vendor. The coverage shall contain no special limitations on the scope of the protection afforded to the County, its officers, officials, employees or volunteers. For the general liability insurance the aggregate shall be on a per project basis.
- b. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the County, its officers, officials, employees or volunteers.
- c. The vendor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

4. Verification of Coverage: The selected vendor shall furnish the County with certificates of insurance and with original endorsements affecting coverage required by the IFB. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf; the certificates and endorsements are to be approved by the County before work commences. The County reserves the right to require complete, certified copies of all required insurance policies, at any time.

5. Indemnification: The selected vendor agrees to defend, indemnify and hold County harmless from any liability claims or damages arising out of or in any way connected with selected vendor's performance of work described in executed contract.

H. Equal Employment Opportunity:

The selected vendor shall comply with all provisions of federal, state and local laws and 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.

I. Warranty Against Contingent Fees:

The vendor will agree to warrant that no person or selling agency has been employed or retained to solicit this contract upon an agreement of understanding for commission, percentage, brokerage, or contingency except bona fide employees or selling agents maintained by the vendor to secure business.

J. Vendor Personnel:

The County may request replacement or deny access of any vendor personnel believed unable to carry out the responsibilities of the contract, or unsuitable for working within the environment.

K. Vendor's Cooperation:

The vendor shall, at all times, observe and comply with all federal, state, local and municipal laws, ordinances, rules, and regulations in any way affecting the contract, or the work performed under the contract.

L: Fencing Material Warranty and Guarantee of availability:

The intent of this clause is to guarantee the cost of repairs and downtime to Canyon County. Therefore, all bidders shall include with their bid the best warranty terms it can offer.

M. Manuals and Training:

One set of operator's manual, parts book and service repair manual shall be furnished in paper and digital formats.

N. Bidder Service Facilities:

The bidder shall satisfy the purchasing official that they maintain a store or branch or have a service agreement with a local vendor within fifty (50) miles of the working location of the Canyon County Fair Event Center, staffed with qualified servicemen, and with provisions for securing parts from the manufacturer within a reasonable length of time. Guarantees of this nature will be considered.

O. Delivery:

Fencing materials to be delivered within thirty (30) days from the date of award of contract, assuming there is not a protest of award. If there is a protest, then the materials must be delivered within thirty (30) calendar days of the County's issuance of a Notice to Deliver. Notification to the County must be made in the event of supply chain issues.

P. Exceptions To Bid Specifications:

On a separate page, list all exceptions to the specifications and provide a written statement explaining the substitution of the item specified and note in Part 3A of the Bid Form that exceptions are listed.

Q. County Claim and Payment Procedure:

All claims for services rendered under any Contract executed with a selected Vendor shall be paid in accordance with the provisions of the Contract and the County's Claim and Payment procedure, which is attached as Exhibit "1" to this IFB.

R. Indemnity:

Vendor shall indemnify, defend and hold harmless Canyon County, and its officers, from and against any liability, claims, damages, lawsuits, expenses or actions, including reasonable attorney fees, covered by or arising out of the performance, act or omission of any term under

this Agreement or arising out of a failure to comply with federal, state or local laws or regulations.

S. Compliance with Law:

Vendor shall comply with all federal, state, county and local laws and regulations.

T. Protest/Challenge Process:

1. Protest of IFB Requirements, Standards, Specifications, or Process. Any Bidder who wishes to protest as to the requirements, standards, specifications, or process outlined in this IFB may submit a written notification to the Board of Commissioners, to be received by the Board of Commissioners no later than **5:00p.m. Friday, May 5, 2023**. The notification shall state the exact nature of the protest, describe the location of protested portion or clause in the bid document and explain why the provision should be struck, added, or altered, and contain suggested corrections. The Commissioners may deny the protest, require that the bid be modified, modify the bid, and/or reject all or part of the protest.

2. Protest of Contractor Award: Any participating bidder who is aggrieved in connection with the award of the contract may submit a protest to the Board of Commissioners. Any actual protesting bidder objecting to the award shall respond in writing to the notice of award from Canyon County within seven (7) calendar days of the date of transmittal of the notice and shall set forth in such objection the express reason or reasons that the award decision of the County Commissioners is in error. The County Commissioners shall review their decision and determine whether to affirm the prior award, modify the award, or choose to rebid, and shall set forth the reason or reasons for the decision.

III. VENDOR INFORMATION

A. Introduction:

We are seeking the vendor or firm most qualified to provide the services stated in this IFB. The various sections of this IFB are intended to provide each potential vendor or firm with the opportunity to document/demonstrate its qualifications.

Bids must adhere to the structure outlined in the IFB. Bids that do not adhere to the structure may be disqualified from review.

The structure of the bid shall be as follows:

- A. Cover Letter
- B. Table of Contents
- C. Overview of Firm

B. Cover Letter:

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

**Board of County Commissioners
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 IFB and are prepared to comply with contractual requirements.
4. Provide any additional explanatory information you believe will be necessary or helpful.

C. Table of Contents: Include a Table of Contents.

D. 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. Provide evidence of your firm's financial stability.

E. Customer Reference List:

The vendor will provide a list of customers in Idaho who have used your services. Customers on each vendor's list (and any other the County may select) may be contacted. The customers will be interviewed in at least three (3) areas including but not limited to installation dates, service and/or warranty performance. The majority of the customers must respond positively in order for the vendor to be successful in this portion of the evaluation.

IV. SPECIFICATIONS OF FENCING MATERIALS

A. Introduction:

Vendor response to the following requirements in this section is mandatory. Failure to respond to a requirement in this section, or non-adherence to a requirement in this section, may cause the bid to be rejected. See Bid Form, attached Exhibit "2," which must be used by Bidders. Attached Exhibit "3" is a draft Vendor/County contract which will form the general basis of the contract between the County and the chosen vendor, if any. The intent of this IFB is to secure a

vendor to provide and install fencing around the Canyon County Fair Event Center Building, see attached Exhibit “4” for the Site Layout Plan.

B. Requirements:

Vendors are invited to mitigate any inability to meet any of the following specifications by written explanation of its offered substitutes or functional equivalents. All materials listed below shall come with professional installation. Fencing will be approximately One Thousand Two Hundred Twenty-Five (1,225) linear feet and include the following:

1. Panels and Posts

- Six (6) feet tall Iron Fence panels or six (6) feet tall two (2) Iron Panels;
- Eight (8) foot posts on center;
- Rackable panels;
- Black

2. Custom Iron Cantilever and Slide Gates

- Cantilever Gates;
- Slide Gates;
- All Hardware;
- Powder Coating;
- Man gates




3. Gate Operators

- Operators;
- Concrete Pads;
- Installation of Operators Slide Gate preferred
- Key Fob or Badge access


APPROVED this 13th day of April, 2023.

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 Brad Holton	<u>X</u>	_____	_____
 _____ Commissioner Zach Brooks	<u>X</u>	_____	_____

ATTEST: CHRIS YAMAMOTO, CLERK

By: 

Deputy Clerk

CLAIMS PAYMENT DATES FOR FY 2023

TURN IN NO LATER THAN NOON (12:00 PM)

WILL BE PAID ON

2022	OCTOBER	3 14	OCTOBER	10 25
	NOVEMBER	1 15	NOVEMBER	10 23
	DECEMBER	1 16	DECEMBER	9 23
2023	JANUARY	2 13	JANUARY	10 25
	FEBRUARY	1 16	FEBRUARY	10 24
	MARCH	1 16	MARCH	10 24
	MARCH APRIL	30 14	APRIL	10 25
	MAY	1 16	MAY	10 25
	JUNE	1 15	JUNE	9 23
	JUNE JULY	30 17	JULY	10 25
	AUGUST	1 15	AUGUST	10 25
	AUGUST SEPTEMBER	31 15	SEPTEMBER	8 25

BE SURE TO CODE CLAIMS' GL DISTRIBUTION FROM ACCOUNTS IN YOUR DEPARTMENT'S BUDGET

PLEASE LIST INVOICES INDIVIDUALLY ON THE CLAIM FORM. WE PAY BY INVOICE AND NOT BY STATEMENT

PLEASE REFERENCE ANY APPROVED AUDITOR'S PURCHASE ORDER NUMBERS ON CLAIMS

VENDOR'S BID FORM
Canyon County Fair Event Center
Fence Project

PROJECT: CANYON COUNTY FAIR EVENT CENTER FENCE PROJECT

NAME OF BIDDER: _____

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

1. Bid

\$(_____) _____ dollars.

2. Scope of Work

The undersigned, having familiarized itself with the local conditions affecting the cost of the Work, and with the Contract Documents, including the Invitation for Bids (IFB), Vendor Contract Between Owner and Vendor, specifications and site layout for the Canyon County Fair Event Center Fence Project and any Addenda on file in the office of the Canyon County Board of County Commissioners, First Floor, Canyon County Courthouse, 1115 Albany, Caldwell, Idaho 83605, does hereby propose to perform everything required to be performed, to provide and furnish all the labor, materials, necessary tools, expendable equipment, and all utility and transportation services necessary to perform, and to complete in a workmanlike manner, all of the work required as noted in the IFB, Contract, and Specifications for the Canyon County Fair Event Center Fence Project.

3. Addenda

Bidder hereby expressly acknowledges receipt of Addendum Nos.

_____.

4. Time of Completion

The undersigned agrees to commence work on the Project in compliance with the Notice to proceed and to complete the Project in accordance with the contract requirements and the Project Schedule.

5. Bid Security

Accompanying this Bid is a (Certified Check) (Cashier Check) (Cash) (Bid Bond) in the amount of _____

Dollars (\$_____) which is five percent (5%) of the bid amount, payable to Canyon County, which protects and, it is agreed, will be forfeited to Canyon County if the undersigned fails to execute the Fixed Price Vendor Contract and other Contract Documents as set forth in the Contract, and Specifications, Addenda, and furnish the required performance bond, and labor and material payment bond, as specified within ten (10) days after expiration of the objection period, if any, following notification of the award of the Contract to the undersigned.

6. Surety Letter

The County requires the Bidder to establish proof of financial stability by providing in Bidder's response a letter from an authorized surety company, licensed to do business in the State of Idaho, stating that it is willing to issue a Performance Bond and a Payment

Bond, in accordance with the plans, specifications and conditions thereof, guaranteeing the Bidder's financial liability in all respects to the Bidder's faithful performance of the Contract in the County's name in the amount of 100% of the Contract price. The authorized surety company must be licensed to do business in the State of Idaho and state that it is willing to issue bonds guaranteeing Bidder's faithful performance on the Contract in the amount of the Contract. This letter is to be submitted with the bid.

7. Right to Reject Bids

In submitting this bid, and in accordance with the Invitation to Bid, it is understood that the right to reject any and all bids is reserved by the County. It is agreed that this bid may not be withdrawn for a period of sixty (60) days from the opening thereof. The contractor understands that the County retains the right to waive compliance with any bidding informalities and accept the bid that is most beneficial to the County.

8. Bidder's Declaration and Understanding

Bidder certifies and agrees as follows:

- This bid is genuine and is not made in the interests of or on behalf of any undisclosed person, firm, or corporation. Bidder has not directly or indirectly induced or solicited any other prospective Bidder to submit a false or sham bid; Bidder has not solicited or induced any person, firm, or corporation to refrain from bidding; and Bidder has not sought by collusion to obtain for itself any advantage over any other prospective Bidder or over County.
- Bidder certifies that none of its principals are related within the second degree of kindred to a member of the Canyon County Board of County Commissioners or any

other Canyon County elected official.

- By submitting this bid, Bidder certifies it is qualified to do audio/video installation in Idaho.
- By submitting this bid, Bidder agrees that costs for developing its submittal is entirely the responsibility of the Bidder.
- The Bidder has read and understands the Bidding Documents and Contract Documents.
- The Bid is made in compliance with the Bidding Documents.
- The Bidder has reviewed the Site Layout Plan, become familiar with local conditions under which the Work is to be performed and has correlated the Bidder's personal observations with the requirements of the proposed Contract Documents. Failure to review the Site Layout Plan for the site prior to the bid opening shall in no way relieve the successful bidder from necessity of furnishing all material or performing all work that may be required to complete the work in accordance with Contract documents without additional cost to the County. Each Bidder is solely responsible to inform him/herself fully of all conditions relating to the Bid documents and the work prior to submitting a Bid. A Bidder may withdraw a Bid at any time prior to the time scheduled for the opening of Bids.
- The Bid is based upon the materials, equipment and systems required by the Bidding Documents without exception. Materials and equipment for which there is no installation procedure noted in the specifications shall be installed in conformance with the manufacturer's written instructions.
- Bidder has carefully examined the IFB, and addenda and exhibits issued and attached to

the specifications, reviewed the Site Layout plan for the site, and fully informed themselves as to the existing conditions and limitations, and they included in the Bid a sum to cover the cost of all items contemplated by the IFB. By making a Bid, the Bidder represents that it has read and understands the Bidding and Contract documents, has visited the site, become familiar with local conditions under which the work is to be performed, and has correlated the Bidder's personal observations with the requirements of the Contract documents.

- Bidders shall include in their Bids all taxes which are levied by Federal, State, or Municipal Governments upon labor and for material entering into the Work, and the Vendor shall pay all such taxes and show evidence of payment if required prior to final payment. Bidders must, as a condition precedent to entering into the Contract, have reviewed and complied with Idaho Code § 67-2806
- The Vendor shall assume the work in the condition as found and shall take all necessary measures to conduct all work required to complete the necessary elements of the project, as per detailed specifications and site layout plan.

IN WITNESS HERETO the undersigned has set his (its) hand this ____ day of _____, 2023.

NAME OF FIRM:

ADDRESS:

By: _____
(Signature)

Title

(Printed Name)

**CANYON COUNTY AGREEMENT FOR
FAIR EVENT CENTER FENCE PROJECT**

CANYON COUNTY, IDAHO

THIS AGREEMENT is made between _____, having a local address of _____ (hereinafter "VENDOR") 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 an invitation for bids pursuant to procedures provided by Idaho Code Section 67-2806(2) for the purpose of identifying the lowest responsive bid for the Canyon County Fair Event Center Fence Project (hereinafter "Project") and more specifically, the purchase of fencing materials (hereinafter "Product") and the installation of the fence around the Canyon County Event Center (hereinafter "Services"); and

WHEREAS, COUNTY has determined that VENDOR's bid to supply Product and provide Services was the lowest responsive bid received for this Project and that funds sufficient to complete the purchase of Product and complete such Services related to Project 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. PURCHASE & SERVICES:

- 1.1 COUNTY agrees to purchase Product from VENDOR meeting the specifications and requirements of the Invitation for Bids and its Attachments, issued by the Board of County Commissioners on April 13, 2023, attached hereto as "Attachment 1."
- 1.2 COUNTY hereby employees VENDOR as an independent contractor to complete Services as described in the Invitation for Bids and its Attachments, issued by the Board of County Commissioners on April 13, 2023, attached hereto as "Attachment 1"
- 1.3 COUNTY agrees to pay VENDOR the amount of _____ Dollars for said Product and Services in accordance with the COUNTY's Claim and Payment Procedure. VENDOR shall invoice COUNTY for Product and Services. 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 (5%) percent retainage to be paid upon Project completion and acceptance.

- 1.4 VENDOR shall submit their invoices to:

Rick Britton
Canyon County Facilities & Maintenance
1115 Albany St.
Caldwell, Idaho 83605

2. **VENDOR REPRESENTATIONS:**

- 2.1 VENDOR guarantees that Product and Services shall meet all specifications and requirements of the Invitation for Bids and be a good merchantable quality. VENDOR shall be liable to COUNTY for not meeting the specifications and requirements of the Invitation for Bids.
- 2.2 VENDOR 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. VENDOR agrees to comply with all federal, state, city, and local laws, rules and regulations.
- 2.3 VENDOR understands that COUNTY is exempt from payment of Federal Excise Tax under Certificate No. 82-6000-290 and none shall be charged to COUNTY.
- 2.4 VENDOR has reviewed the site floor plans and become familiar with and satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Project.
- 2.5 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.

3. **INSURANCE:**

- 3.1 VENDOR agrees to obtain and keep in force during its acts under this Agreement insurance as required by the IFB, including but not limited to a comprehensive general liability insurance policy in the minimum amount of \$1,000,000.00 per occurrence and \$2,000,000.00 in the aggregate, which shall name as additional insured and protect 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 VENDOR 's acts.
- 3.2 VENDOR shall provide proof of liability coverage, as set forth above, to COUNTY prior to commencing its performance as herein provided, and is required to notify COUNTY ten (10) days prior to cancellation of said policy.
- 3.3 VENDOR shall maintain in full force and effect worker's compensation for VENDOR and any agents, employees, and staff that VENDOR may employ, and

provide proof to COUNTY of such coverage or that such worker's compensation insurance is not required under the circumstances.

4. **INDEMNIFICATION:**

- 4.1 VENDOR 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 VENDOR, VENDOR's agents, employees, or representatives under this Agreement.

5. **INDEPENDENT CONTRACTOR:**

- 5.1 The parties agree that VENDOR 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.
- 5.2 COUNTY shall have no control over the performance of the Agreement by VENDOR 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 VENDOR supplies or equipment.

6. **Miscellaneous:**

- 6.1 Time is of the essence in this Agreement.
- 6.2 The parties intend the project to take _____ weeks, with a tentative starting date of _____, to be complete by, _____. However, the term of _____ working days after the COUNTY completes its security background checks of VENDOR's personnel assigned to this Project before the state date and _____ week completion time begins.
- 6.3 CONTROLLING LAW: This 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.
- 6.4 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.
- 6.5 TERMINATION: In the event any provision of this Agreement is violated at any time by either party, either party may terminate this agreement by a written notice of termination given to the other party.

- 6.6 ENTIRE AGREEMENT: This is the entire agreement of the parties and can only be modified or amended in writing by the parties.
- 6.7 ATTORNEY'S FEES: Reasonable attorney's fees shall be awarded to the prevailing party in any action to enforce this Agreement.

VENDOR

Name/title (please print)

Signature

STATE OF IDAHO)
) ss.
County of _____)

On this ____ day of _____, 2023, 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: _____

DATED this _____ day of _____, 2023.

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 Brad Holton	_____	_____	_____
_____ Commissioner Zach Brooks	_____	_____	_____

ATTEST: CHRIS YAMAMOTO, CLERK

By: _____
Deputy Clerk

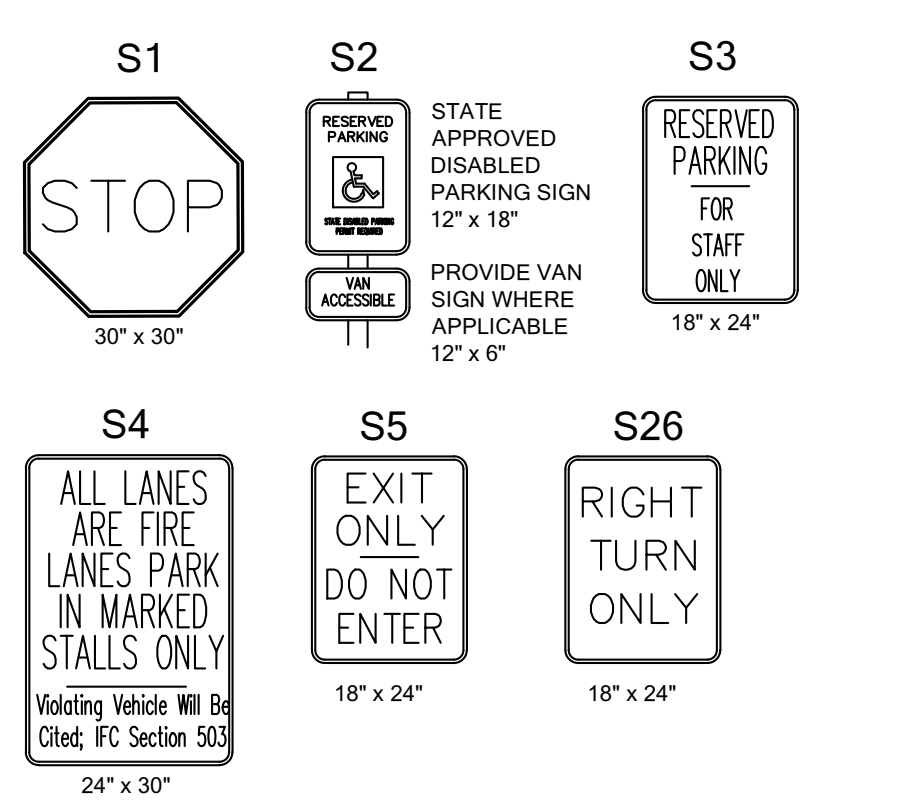
PAINTED STRIPING

ALL PAINT TO BE 100% ACRYLIC MARKING PAINT, MEETING FEDERAL SPECIFICATIONS TTP 1952 TYPES 1 AND 2.
ALL SURFACES SCHEDULED TO RECEIVE PAINT FINISH: REMOVE DIRT, LOOSE MORTAR, SCALE, SALT OR ALKALI POWDER AND OTHER FOREIGN MATTER. REMOVE OIL AND GREASE WITH A SOLUTION OF TRI-SODIUM PHOSPHATE, RINSE WELL AND ALLOW TO DRY. REMOVE STAINS CAUSED BY WEATHERING OF CORRODING METALS WITH A SOLUTION OF SODIUM METASILICATE AFTER THOROUGHLY WETTING WITH WATER. ALLOW TO DRY.

PAINTED STRIPING ON ASPHALT PAVING PARKING STALL STRIPES TO BE 4" WIDE WHITE, UNLESS NOTED OTHERWISE.
A. HANDICAP SYMBOLS SHALL BE PAINTED STANDARD BLUE.

PAINTED ARROWS, VERIFY EXACT LOCATION ON SITE WITH LANDSCAPE ARCHITECT. SEE DETAIL.

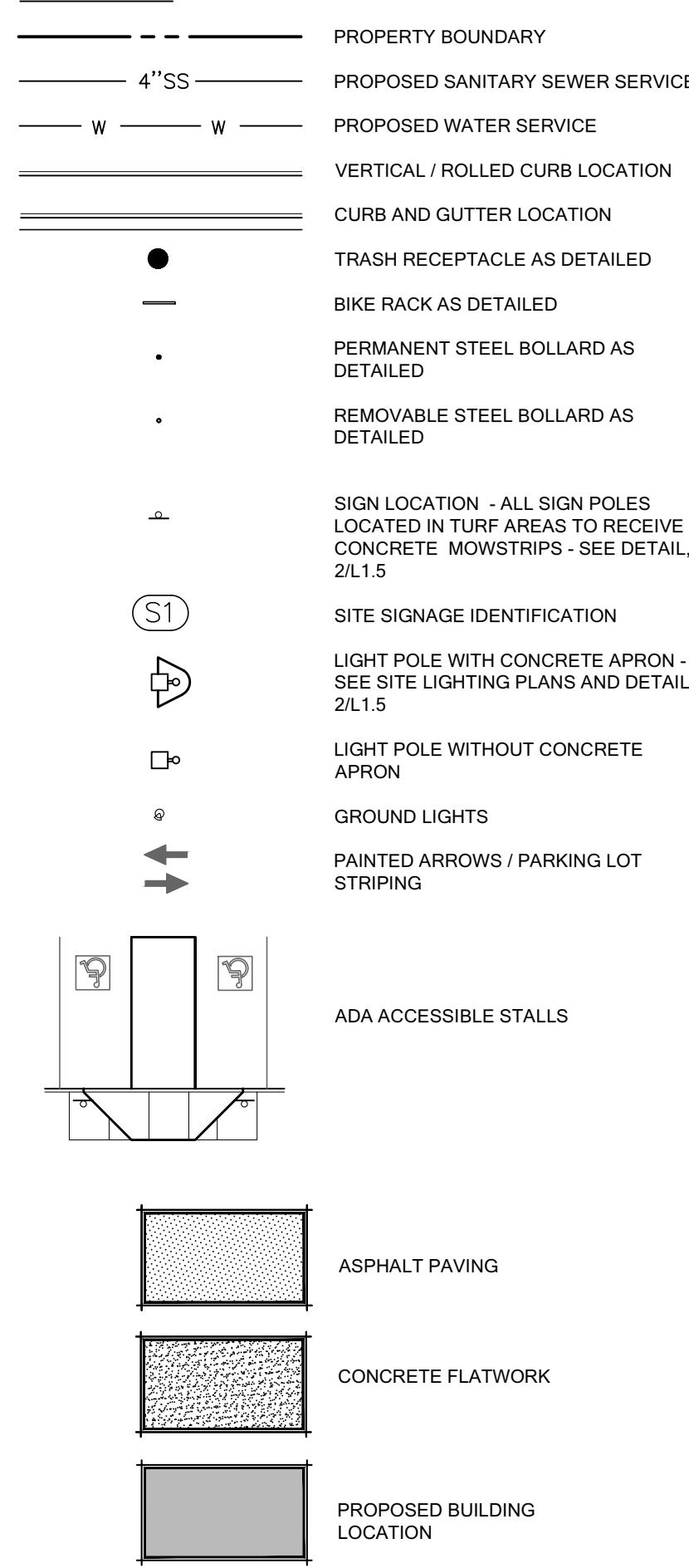
SIGNAGE LEGEND



CALLOUT NOTES

- PROPOSED TRASH ENCLOSURE - SEE ARCHITECTURAL DRAWINGS
- (11) PEDESTRIAN CROSSING STALLS AND (11) ADA ACCESSIBLE STALL
- PROPOSED (11) - 80" HT. FLAGPOLE AS DETAILED. CLEAR ANODIZED FLAG POLE BY FLAG STORE OF IDAHO. SEE DETAIL 60.1.5 AND STRUCTURAL DRAWINGS.
- PROPOSED EARTH BERMING
- PROPOSED (9) BENCHES AS DETAILED. SANITARY BENCH BY HUNTCO SITE FURNISHINGS; HUNTCO.COM; FLANGE MOUNT. FLAT BAR SEAT WITH A HOT DIPPED GALVANIZED FINISH. INSTALL FLANGE MOUNT PER MANUFACTURER'S INSTRUCTIONS.
- PROPOSED (9) TRASH RECEPTACLES AS DETAILED. WENATCHEE TRASH RECEPTACLE BENCH BY HUNTCO SITE FURNISHINGS; HUNTCO.COM; FLAT LID; LINER; BASE MOUNT WITH A HOT DIPPED GALVANIZED FINISH. INSTALL BASE MOUNT PER MANUFACTURER'S INSTRUCTIONS.
- (2) FUTURE PEDESTRIAN CROSSING / BRIDGE
- PROPOSED STORMWATER DRAINAGE RETENTION AREAS
- EXISTING STORMWATER AREA - SAVE AND PROTECT
- PROPOSED VEHICULAR ROUNDABOUT DRIVEWAY AND DROP-OFF
- ROLL OVER CURB @ ROUNDABOUT DRIVEWAY
- 10' x 30' EMERGENCY VEHICLE PARKING AREA TO BE STRIPED SAFETY YELLOW.
- (8) FIXED BOLLARDS AS DETAILED; 6" BOLLARD BY HUNTCO SITE FURNISHINGS; HUNTCO.COM; DOME TOP; FLANGE MOUNT WITH HOT DIPPED GALVANIZED FINISH. INSTALL FLANGE MOUNT PER MANUFACTURER'S INSTRUCTIONS.
- (13) REMOVABLE BOLLARDS AS DETAILED; 6" REMOVABLE BOLLARD BY HUNTCO SITE FURNISHINGS; HUNTCO.COM; DOME TOP; FLANGE MOUNT WITH HOT DIPPED GALVANIZED FINISH. INSTALL PER MANUFACTURER'S INSTRUCTIONS.
- (10) BIKE RACKS AS DETAILED. THE SOL BY HUNTCO SITE FURNISHINGS; HUNTCO.COM; ROUND STEEL; FLANGE MOUNT WITH HOT DIPPED GALVANIZED FINISH. INSTALL FLANGE MOUNT PER MANUFACTURER'S INSTRUCTIONS.
- PROPOSED LIGHT POLES - SEE SITE ELECTRICAL DRAWINGS AND LEGEND, THIS SHEET.
- EXISTING POWER POLES / OVERHEAD POWER
- EXISTING SIDEWALK - SAVE AND PROTECT
- FIRE HYDRANT TO BE RELOCATED - SEE CIVIL DRAWINGS
- PROPOSED PAINTED CROSSWALKS - 12" WIDE WHITE TRAFFIC CONTROL STRIPING
- CONCRETE SLAB AT DOORS AS DETAILED - SEE CIVIL DRAWINGS.
- 4" WIDE WHITE STRIPING
- 2" WIDE CONCRETE FLATWORK BEHIND ROLL CURB
- PROPOSED GROUND MOUNTED LIGHT - SEE SITE ELECTRICAL DRAWINGS AND LEGEND, THIS SHEET.
- LIMIT OF WORK AT CONCRETE LINE, FUTURE BRIDGE BY OTHERS.

LEGEND



STAMP



BIDDERS ARE INSTRUCTED TO CAREFULLY REVIEW THE CONSTRUCTION DOCUMENTS AND THE SITE CONDITIONS. INFORMATION REGARDING THE COMPLETE WORK OF SPECIFIC TRADES IS DISPERSED THROUGHOUT THE ENTIRE DOCUMENT SET AND CANNOT BE ACCURATELY DETERMINED BY REFERENCE TO OTHER THAN COMPLETE DOCUMENT SET.

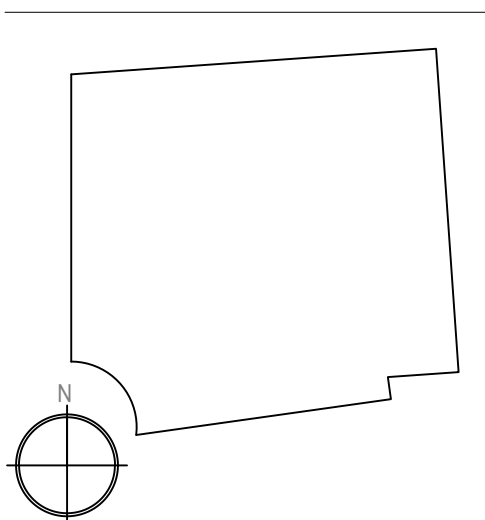
CONSULTANT

PROJECT INFORMATION



STOCKTRAIL AND COUNTY FAIR AVE. CALDWELL, ID 83605

KEY PLAN



ISSUES

MARK	DATE	DESCRIPTION
	06/11/21	CCD #1
	12/02/21	ASI 05
	06/22/22	RFI 91
	06/24/22	ASI 09

PHASE ISSUE FOR CONSTRUCTION
DATE JUNE 11, 2021
JOB NUMBER 19-037

SHEET NAME

SITE LAYOUT PLAN

SHEET NUMBER

L1.00

Exhibit 4

City of Caldwell | Development Services
621 Cleveland Blvd. Caldwell, ID 83605

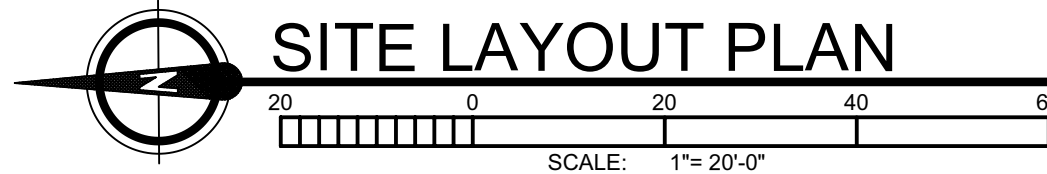
Department of Building Safety

Plans Reviewed for Code Compliance

The issuance or granting of a permit shall not be construed to be a permit for, or an approval of, any violation of the provisions of Caldwell City Codes or any other ordinance of this jurisdiction. The issuance of a permit based on construction documents and other data shall not prevent the Building Official from requiring the correction of errors in the construction documents and other data.

These plans were not reviewed by the City of Caldwell for compliance to the Americans with Disabilities Act (ADA). Reference used were the International Building Code and ANSI A117.1.

Permit # **BC20-000177** **09/12/22**



SITE LAYOUT PLAN

