



CANYON COUNTY COMMISSIONERS

Leslie Van Beek
District I

Brad Holton
District II

Zach Brooks
District III

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

May 21, 2024

Sean Bennett
ACCO Engineered Systems
5315 North Sawyer Avenue
Garden City, Idaho 83714
sbennett@accoes.com

Brian Donahue
Paige Mechanical Group
P. O. Box 170360
Boise, Idaho 83717
brian.donahue@paigemechanical.com

David Tully
TVR Inc.
1900 Lanark Road
Meridian, Idaho 83642
davet@tvrinc.net

Re: Canyon County Fleet Shop HVAC Solicitation for Bids

Dear Licensed Public Works Contractor:

Canyon County and its Department of Facilities and Maintenance, pursuant to procedures provided by Idaho Code § 67-2805(1), hereby solicit bids for the Fleet Shop HVAC Project. The purpose of this Project is to update the HVAC system at the Canyon County Fleet Shop, as described by the Scope of Work, affixed hereto as Attachment 1.

In addition to a demonstrated ability to professionally provide the specified work, the selected contractor must offer the lowest responsive bid and:

- Be licensed to do business in Idaho and furnish satisfactory evidence that he has paid or secured all taxes for which he or his property is liable then due or delinquent;
- Obtain and maintain all necessary licenses (including that of a Class C or higher public works contractor), permits, and other authorizations necessary to perform the required work;
- Provide performance bond and payment bond, each in the full contract amount;
- Maintain worker's compensation and employer's liability insurance in an amount equal to, or in excess of, statutory limits;

- Maintain comprehensive and liability insurance in the amount of \$1,000,000.00 on all vehicles operated in furtherance of the project and name Canyon County as an additional insured on the insurance policy;
- Maintain commercial general liability insurance in the amount of \$1,000,000.00 per occurrence and \$2,000,000.00 in the aggregate and name Canyon County as an additional insured on the insurance policy;
- Be prepared to agree to and comply with Canyon County's proposed Contract for Fleet Shop HVAC Project affixed hereto as Attachment 2 and incorporated by reference;
- Provide a written history to Canyon County detailing any judgment, claim or suit pending or outstanding against your firm;
- Provide for any sub-contraction necessary, and provide the County copies of such sub's licensure (including that of a public works contractor);

A walk-through, Pre-bid Conference will be held on **Wednesday, May 29, 2024 at 9:00 a.m.** and will be located at the Canyon County Fleet Shop, 1323 East Chicago Street, Caldwell, Idaho 83605. If questions come up that cannot be answered during the conference, a written addendum may be produced prior to the deadline to submit bids.

Objections to the specifications or bid procedures must be received in writing or email by **Friday, May 31, 2024 at 5:00 p.m.** Bids and any objections must be directed to the Canyon County Board of Commissioners via direct delivery or email at bocc@canyoncounty.id.gov.

Bids must be identified with the subject line "Canyon County Fleet Shop HVAC Project," and be received by **Tuesday, June 4, 2024 at 9:00 a.m.** Bids will be opened on Tuesday, June 4, 2024, at 9:30 a.m. Questions about the project or bid process must be directed to Rick Britton, Project Director, at (208) 454-7493 or Rick.Britton@canyoncounty.id.gov.

Although the County intends to accept the responsive bid proposing the lowest price, it reserves the right to reject any or all bids or to otherwise act in the best interest of the County.

Sincerely,

BOARD OF COUNTY COMMISSIONERS
CANYON COUNTY, IDAHO



Commissioner Leslie Van Beek



Commissioner Brad Holton



Commissioner Zach Brooks



ROOF TOP UNIT SCHEDULE

NO.	TYPE	NOM. TONS	CFM	HP	MCA	CHAR	RPM	SEER/EER	REFRIG.	SPE	HEATING				COOLING				FRESH AIR CFM	WEIGHT	ROOF TOP UNIT MANUFACTURER	ECONOMIZER		
											MBH INPUT	MBH OUTPUT	ENT AIR	LVG AIR	MBH	S/T	STAGES	ENT AIR					LVG AIR	OUTSIDE AIR
1	PACKAGED	17.5	8750	10	97	208/3ø	836	11.0 EER	R-410A	.75"	400	324	60'	94'	210.7	1.0	2	80 62	54 52	95'	1000	2699#	'CARRIER' 48FC 20	'CARRIER' BAROMETRIC ECONOMIZER

DRAWING INDEX

SHEET	DRAWING TITLE
M-100	MECHANICAL COVER SHEET
M-200	MECHANICAL PLAN

GRILLE AND REGISTER SCHEDULE

SYMBOL	DESCRIPTION	TYPE	FINISH
SSG	SIDEWALL SUPPLY GRILLE	'TITUS' 272RL	OFF WHITE

MECHANICAL LEGEND

SYMBOL	DESCRIPTION
⊕	THERMOSTAT
⊖	AVERAGING THERMOSTAT
⊕	CONICAL SPIN IN FITTING WITH HAND DAMPER
⊕	TRANSITION FROM RECTANGULAR TO ROUND DUCT
⊕	ROUND CEILING DIFFUSER
⊕	CEILING DIFFUSER
⊕	RETURN GRILLE
⊕	EXHAUST GRILLE
⊕	SUPPLY DUCT
⊕	RETURN DUCT
⊕	EXHAUST DUCT
⊕	FLEX DUCT
⊕	EQUIPMENT CALLOUT

MECHANICAL SPECIFICATIONS

Section

Number	Title
15010	BASIC MECHANICAL REQUIREMENTS
15060	HANGERS AND SUPPORTS
15081	DUCT INSULATION
15496	NATURAL GAS SYSTEMS
15782	ROOFTOP HEATING AND COOLING UNITS
15815	METAL DUCTS
15820	DUCT ACCESSORIES
15990	TESTING, ADJUSTING AND BALANCING

15010 BASIC MECHANICAL REQUIREMENTS

GENERAL
All work shall conform to mandated version of IBC, SMACNA, UPC, IMC, NFPA, IFC, IFGC, IECC and all other applicable codes enforced by the authorities having jurisdiction.
The scope of the work shall include mechanical systems as shown on the plans. The Contractor shall provide all supervision, labor, material, equipment, machinery, plant and any and all other items as indicated on the drawings as required for complete systems. Contractor shall give all necessary notices, obtain and pay for all permits and pay all government sales taxes, fees and other costs incurred in connection with the work, file all necessary plans, prepare all documents and obtain all required certificates of inspections for his work and deliver same to the Engineer before request for acceptance and final payment for the work.
All materials installed shall bear the UL label and shall be new and of the best quality.
The Contractor shall follow drawings in laying out work, check drawings of other trades and verify on-site conditions in which work will be installed. The Contractor shall protect all work, material and existing furnishings from damage by his work or workmen and shall be liable for all damage thus caused.
Provide two sets of operations and maintenance manual and two sets of as built record drawings within 60 days of substantial completion of project. All work shall be guaranteed in writing to be free of defective work, materials or parts for a period of one year after substantial completion of work.

15060 HANGERS AND SUPPORTS

GENERAL
Design equipment supports capable of supporting combined operating weight of supported equipment and connected systems and components. Design seismic restraint system per IBC in accordance with SMACNA Seismic Design Guide for service zones as identified by current IBC.
PRODUCTS
Manufactured Units Hangers, Supports and Components: Factory fabricated according to MSS SP-58.
EXECUTION
Hanger and Support applications to comply with MSS SP-69 for pipe hanger selections and applications.
Hanger and Support installation to comply with MSS SP-69 and SP-89. Install hangers, supports, clamps and attachments as required to properly support piping from building structure.

15081 DUCT INSULATION

GENERAL
Insulation materials shall be Mineral-Fiber Blanket Thermal Insulation: Glass fibers bonded with a thermosetting resin. Comply with ASTM C 553, Type II, without facing and with all-service jacket manufactured from Kraft paper, reinforcing scrim, aluminum foil and vinyl film.
Field-Applied Jackets to comply with ASTM C 921, Type I. Aluminum Jacket. Smooth finish.
ACCESSORIES AND ATTACHMENTS
Vapor Retarders: Mastics: Materials recommended by insulation material manufacturer.
DUCT SYSTEM APPLICATIONS
Material: Mineral-fiber blanket, One layer, Foil and paper field-applied jacket, vapor retarder is required.
Reference energy code compliance notes for required duct insulation thickness.

15496 NATURAL GAS SYSTEMS

PIPING AND TUBING MATERIALS
Steel Pipe: ASTM A 120, Schedule 40, seamless, black steel pipe, beveled ends.
FITTINGS
Malleable-iron Threaded Fittings: ANSI B16.3, Class 150, standard pattern.
Steel Flanges and Flanged Fittings: ANSI B16.5.
PIPE APPLICATIONS
Install steel pipe with threaded joints and fittings for 2" and smaller and with welded joints for 2-1/2" and larger.
PIPING INSTALLATIONS
Conform to the requirements of NFPA 54 - National Fuel Gas Code.
PIPE FINISH
Prime and paint or provide other approved protective coating for gas pipe where exposed to the exterior per IFGC 404.11.

15782

ROOFTOP HEATING AND COOLING UNITS

ROOFTOP UNITS LESS THAN 20 TONS
Factory assembled and tested, designed for roof or slab installation, consisting of compressors, condensers, evaporator coils, condenser and belt drive evaporator fans, refrigeration and temperature controls and filters.
Barometric Economizer Control: Provide with return, relief and outside air dampers, fully modulating electric control system, mixed air thermostat and outside air thermostat.
Thermostat: Provide 7 day programmable auto change over, two stage thermostat, Venstar T4800 or equivalent, IECC 2015 compliant.
Roof Curbs: 14" high curb with internal insulation and seismic restraints.
Seismic Clips: Provide seismic clips to restrain rooftop unit to curb.
Factory Installed Safety Controls:
1. Low pressure cutout, manual reset.
2. High pressure cutout, manual reset.
3. Compressor motor overload protection, manual reset.
4. Anti-recycling timing device.
5. Low ambient kit.
Filters: 2" thick fiberglass throwaway filters.
Accessories:
1. Anti-recycling control.
2. Power vented gas furnace.

15815

METAL DUCTS

SHEET METAL MATERIALS
Sheet metal in thickness per SMACNA, packaged and marked as specified in ASTM A 700.
DUCT LINER
Comply with NFPA Standard 90A, 1-1/2", .75 PCF density.
Materials: ASTM C 1071, with coated surface exposed to airstream to prevent erosion of glass fibers.
SEALING MATERIALS
Joint and Seam Tape: 2" wide, glass-fiber-fabric reinforced.
Joint and Seam Sealant: One-part, nonsag, solvent-release-curing, polymerized butyl sealant.
FIRE-STOPPING
Fire-Resistant Sealant: U.L. listed for application one-part elastomeric sealant formulated for use in a through-penetration fire-stop system.
DUCT FABRICATION
Galvanized sheet steel in accordance with SMACNA "HVAC Duct Construction Standards - Metal and Flexible."
HANGING AND SUPPORTING
Support systems indicated in SMACNA "HVAC Duct Construction Standards - Metal and Flexible."
PRESSURE CLASSIFICATION
Design all supply, return and exhaust air systems at 2" w.c.

15820

DUCT ACCESSORIES

DAMPERS
Spin in Damper: Low pressure manual damper with conical inlet fitting, 3/8" bar shaft with locking operator and elevated mounting for 1-1/2" insulation.
TURNING VANES
Fabricated turning vanes in accordance with SMACNA "HVAC Duct Construction Standards - Metal and Flexible."
DUCT ACCESS DOORS
Provide same or greater gauge as ductwork, insulated doors for insulated ductwork.
FLEXIBLE CONNECTIONS
Neoprene-coated flameproof fabric crimped into duct flanges for attachment to duct and equipment.
Flex Duct: Insulated flex for 8" w.g. with liner.
INSTALLATION OF DUCTWORK ACCESSORIES
Install ductwork accessories in accordance with manufacturer's installation instructions, with applicable portions of details of construction as shown in SMACNA Standards and in accordance with recognized industry practices to ensure that products serve intended function.

15990

TESTING, ADJUSTING AND BALANCING

GENERAL
The requirements and procedures total mechanical systems testing, adjusting and balancing requirements include measurement and establishment of the fluid quantities of the mechanical systems as required to meet design specifications and recording and reporting the results.
Test, adjust and balance the following mechanical systems:
1. Supply air systems, all pressure ranges.
2. Return air systems.
3. Exhaust air systems.
4. Hydronic systems.
5. Verify temperature control system operation.
QUALITY ASSURANCE
Test and Balance Engineer's Qualifications: An independent consultant registered in the state in which the services are to be performed and having at least 3 years of successful testing, adjusting and balancing experience on projects with testing and balancing requirements similar to those required for this project.
Codes and Standards:
1. NEBB: "Procedural Standards for Whole Building Systems Commissioning of New Construction." Current edition at the time of the contract.
PERFORMING TESTING, ADJUSTING AND BALANCING
Perform testing and balancing procedures on each system identified in accordance with the detailed procedures outlined in the referenced standards.
RECORD AND REPORT DATA
Record all data obtained during testing, adjusting and balancing in accordance with, and on the forms recommended by the referenced standards, and as approved on the sample report forms.
DEMONSTRATION
Training: Train the owner's maintenance personnel on trouble-shooting procedures and testing, adjusting and balancing procedures.

COMcheck Software Version COMcheckWeb Mechanical Compliance Certificate

Project Information

Energy Code: 2018 IECC
Project Title: Canyon County Vehicle Maintenance Facility
Location: Caldwell, Idaho
Climate Zone: 5b
Project Type: New Construction

Construction Site: 1323 E Chicago St Caldwell, Idaho 83605

Owner/Agent:

Designer/Contractor:
Roberto Tikker
Tikker Engineering
9050 W Overland Rd. Suite 170
Boise, Idaho 83709
208-658-0218
bobt@tikkerengineering.com

Additional Efficiency Package(s)

Credits: 1.0 Required 1.0 Proposed
Reduced Lighting Power, 1.0 credit

Mechanical Systems List

Quantity System Type & Description

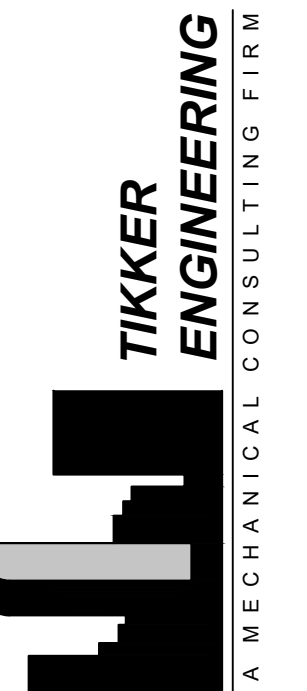
- 1 RTU-1 (Single Zone):
Heating: 1 each - Central Furnace, Gas, Capacity = 400 kBtu/h
Proposed Efficiency = 90.00% Et, Required Efficiency = 80.00 % Et
Cooling: 1 each - Single Package DX Unit, Capacity = 210 kBtu/h, Air-Cooled Condenser, Air Economizer
Proposed Efficiency = 11.00 EER, Required Efficiency = 10.80 EER
Proposed Part Load Efficiency = 12.20 IEER, Required Part Load Efficiency = 12.20 IEER

Mechanical Compliance Statement

Compliance Statement: The proposed mechanical design represented in this document is consistent with the building plans, specifications, and other calculations submitted with this permit application. The proposed mechanical systems have been designed to meet the 2018 IECC requirements in COMcheck Version COMcheckWeb and to comply with any applicable mandatory requirements listed in the Inspection Checklist.

Marcos Madrigal - Project Manager Signature Date 04-09-24

Tikker Engineering Inc.
9050 W. Overland Rd., Suite 170
Boise, ID 83709
Phone (208) 658-0218
Fax (208) 658-0219
tikker@tikkerengineering.com



CLIENT:
CANYON COUNTY
VEHICLE MAINTENANCE FACILITY

1323 E. CHICAGO STREET
CALDWELL, ID

PROFESSIONAL SEAL



NO.	DESCRIPTION	DATE

SHEET NAME

MECHANICAL COVER SHEET

SHEET NUMBER

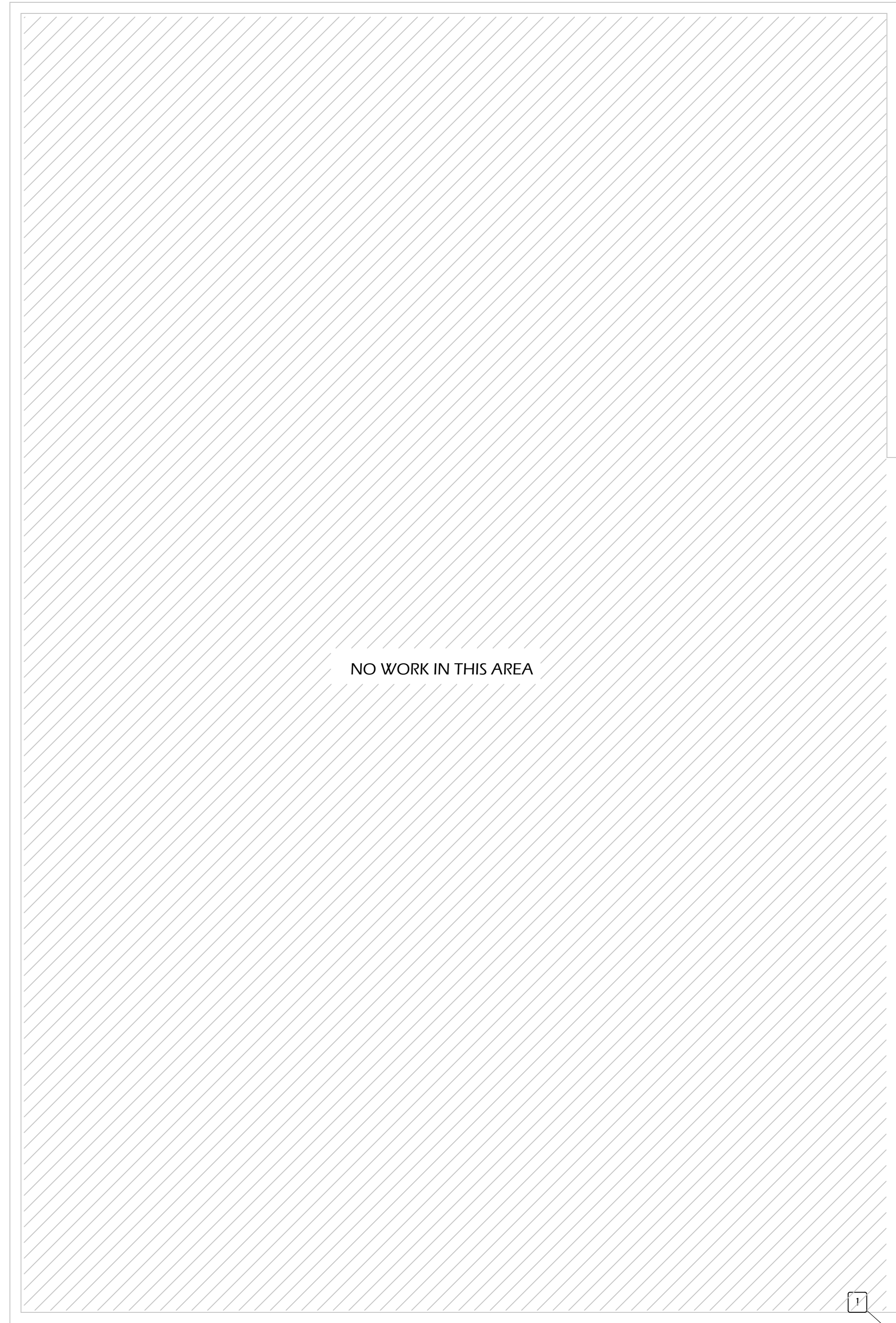
M-100

SHEET DATA

DRAWN BY	AG
CHECKED BY	BT
DATE	4-11-24
TE JOB NUMBER	23278

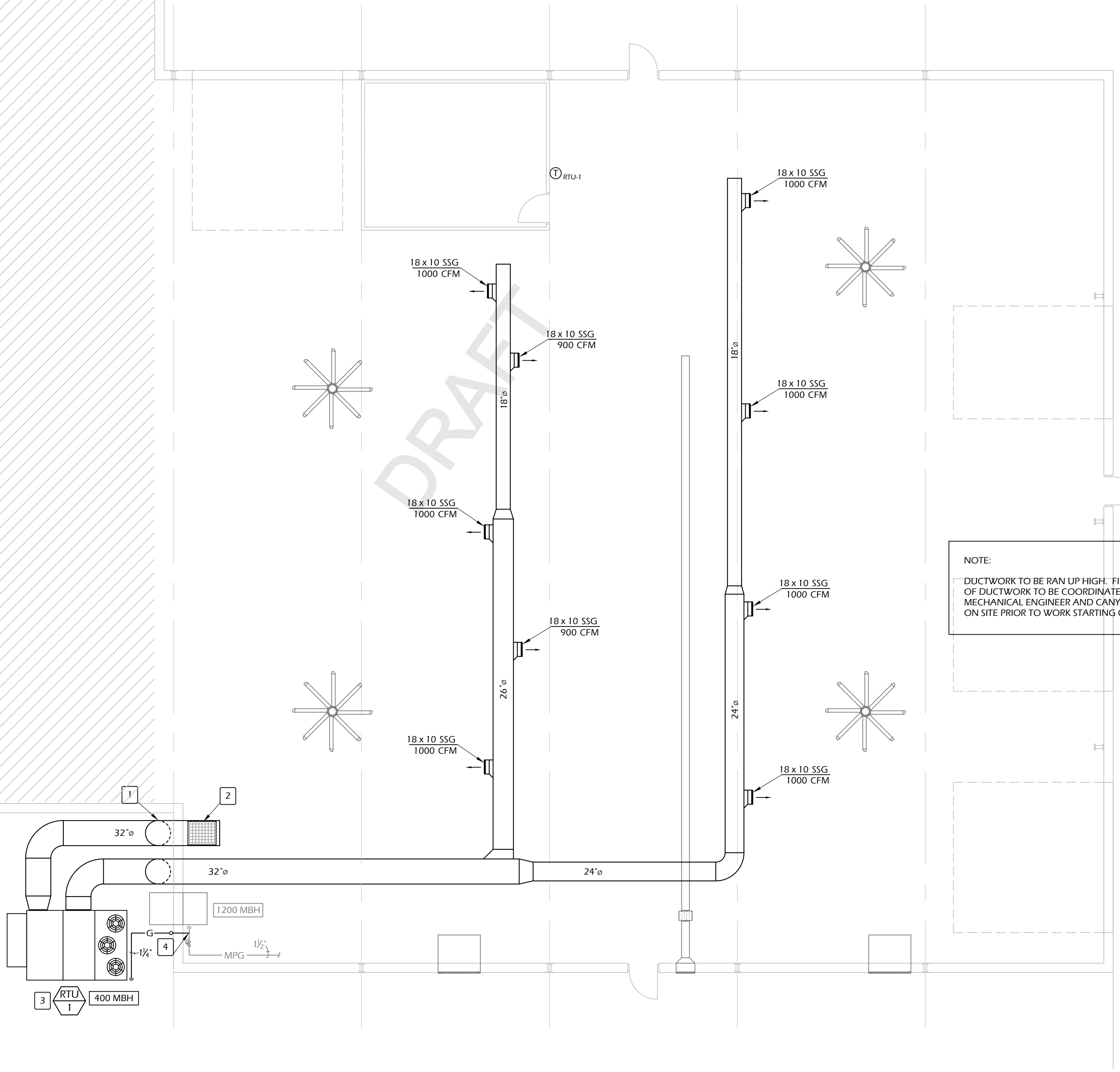
THIS DOCUMENT IS THE PROPERTY OF TIKKER ENGINEERING INC. AND IS NOT TO BE DUPLICATED WITHOUT WRITTEN AUTHORIZATION.

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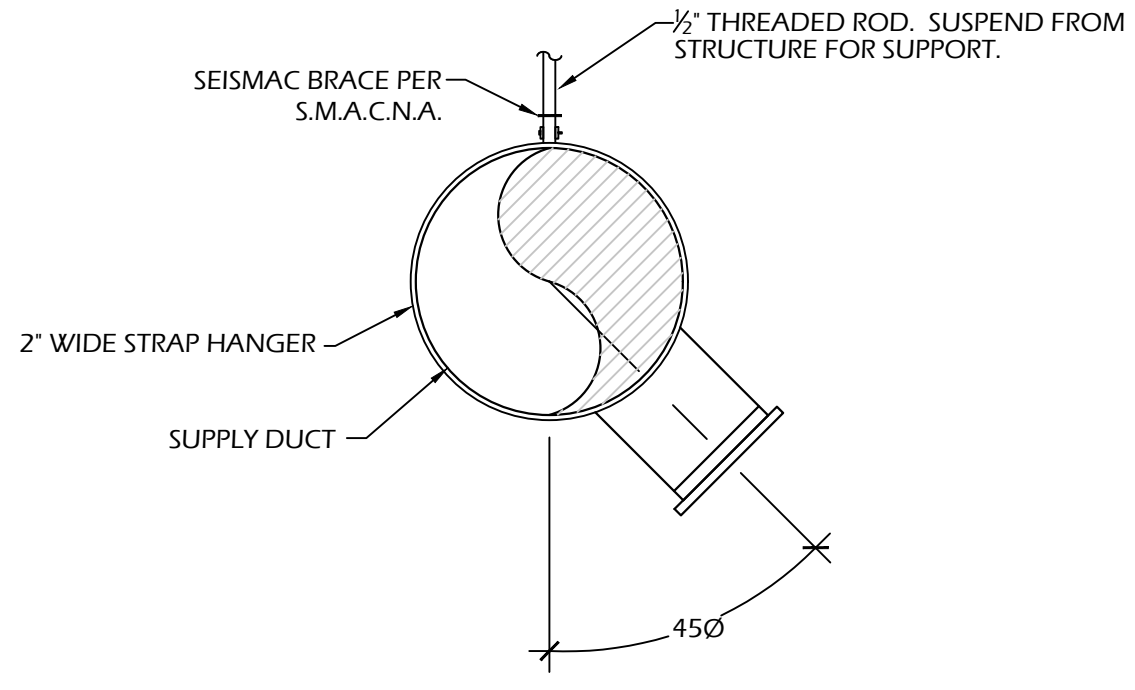


- ### Key Notes
- ROUTE 32" SUPPLY AND RETURN DUCTS UP WALL AND INTO SHOP SPACE.
 - PROVIDE 36x30 WIRE MESH OPENING ON TOP OF RETURN DUCT.
 - UNIT TO BE MOUNTED ON 4" THICK CONCRETE PAD.
 - CONNECT NEW 1-1/4" 0.5 PSI GAS LINE TO EXISTING LOW PRESSURE GAS LINE SERVING UNIT HEATER. GAS UNIT HEATER WILL REMAIN AS A BACKUP HEAT SOURCE AND THE RTU AND UNIT HEATER WILL NOT RUN AT THE SAME TIME.

- ### General Notes
- COORDINATE EXACT LOCATION OF DIFFUSERS & GRILLES WITH REFLECTED CEILING & LIGHTING LAYOUTS.
 - FLEX DUCT RUN-OUTS LIMITED TO 5'-0" MAXIMUM.
 - COORDINATE HVAC EQUIPMENT WITH ALL OTHER TRADES AS REQUIRED.
 - LINE ALL SUPPLY & RETURN DUCT MAINS WITH 1-1/2" ACOUSTICAL LINING FROM FAN COIL UNIT UP TO FIRST 90° TURN IN DUCT.
 - ALL DUCT DIMENSIONS SHOWN ARE INTERIOR DIMENSIONS.
 - ROUND, FLEX OR RECTANGULAR DUCT MAY BE SUBSTITUTED FOR DUCT SIZES SHOWN ON PLANS PROVIDED EQUIVALENT AIR PRESSURE DROPS ARE MAINTAINED.
 - ALL NEW WORK IN DARK LINE TYPE. ALL EXISTING WORK IN LIGHT LINE TYPE.

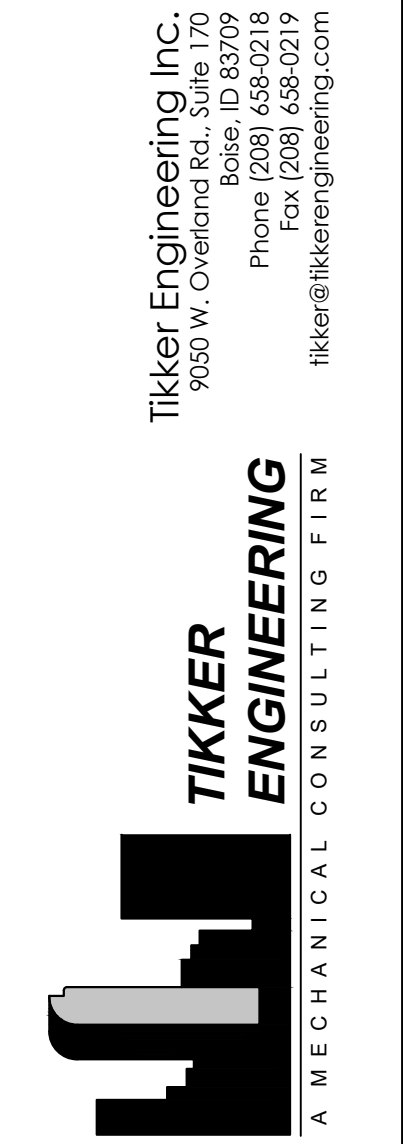


NOTE:
DUCTWORK TO BE RUN UP HIGH. FINAL ROUTING OF DUCTWORK TO BE COORDINATED WITH MECHANICAL ENGINEER AND CANYON COUNTY ON SITE PRIOR TO WORK STARTING ON PROJECT.



A DUCT DETAIL
M-200 SCALE: NTS

1 FIRST FLOOR - MECHANICAL PLAN
1/8" = 1'-0"
8 6 4 2 0 8 16 24



CLIENT:
**CANYON COUNTY
VEHICLE MAINTENANCE FACILITY**

1323 E. CHICAGO STREET
CALDWELL, ID



NO.	DESCRIPTION	DATE

SHEET NAME
MECHANICAL PLAN

SHEET NUMBER
M-200

SHEET DATA

DRAWN BY	AG
CHECKED BY	BT
DATE	4-11-24
TE JOB NUMBER	23278

CANYON COUNTY FLEET SHOP HVAC PROJECT
AGREEMENT
CANYON COUNTY, IDAHO

THIS AGREEMENT is made this ____ day of _____, 2024, 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 Bids pursuant to procedures provided by Idaho Code § 67-2805 for the purpose of identifying the lowest responsive bid for the Fleet Shop HVAC Project (hereinafter “Project”); and

WHEREAS, COUNTY has determined that CONTRACTOR’s bid to provide said construction services was the lowest responsive bid received for that portion of this project and that funds sufficient to complete such construction have been duly appropriated for expenditure in FY2015.

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:

Fleet Shop HVAC Project as described in the Solicitation of Bids and its Attachment 1, attached hereto as Exhibit 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 Exhibit 1 and CONTRACTOR’s bid, attached hereto as Exhibit 2 and incorporated fully by reference.

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 a duly licensed public works contractor, 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 _____.

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:

Rick Britton
Canyon County Facilities
1115 Albany Street
Caldwell, Idaho 83605

- 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) 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 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 CANYON 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 CONTRACTOR 's acts.
- 5.2 CONTRACTOR shall provide proof of liability coverage as set forth above to COUNTY prior to commencing its performance as herein provided, and require notify COUNTY ten (10) days prior to cancellation of said policy.
- 5.3 CONTRACTOR shall maintain in full force and effect worker's compensation for CONTRACTOR and any agents, employees, and staff that CONTRACTOR may employ, and provide proof to COUNTY of such coverage or that such worker's compensation insurance is not required under the circumstances.

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 for installation 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 jail background check.

COUNTY shall provide CONTRACTOR with written justification as to the reason(s) for the directed removal.

9. PERFORMANCE BOND/PAYMENT BOND:

- 9.1 Pursuant to Idaho Code Section 54-1926, CONTRACTOR shall provide and maintain at all times a valid Contractor's Performance Bond in any amounts sufficient to cover performance of this Agreement. The Performance Bond shall be issued for a period of not less than one (1) year and must be renewed annually for the term of this Agreement, and CONTRACTOR shall provide a new Bond, or evidence satisfactory to COUNTY of renewability, at least sixty (60) calendar days before the Bond then in effect expires. The Performance Bond shall be for the use and benefit of COUNTY, with a Surety company authorized to do business in the State of Idaho and acceptable to COUNTY. Said Performance Bond shall cover CONTRACTOR's failure to faithfully perform all of the provisions of this Agreement. Said Performance Bond shall obligate the Surety to undertake or cause to be undertaken the work required to be performed pursuant to this Agreement for the term of the Bond. Such Bond shall be submitted to, and subject to approval of, the Board of Canyon County Commissioners prior to its effective date.
- 9.2 Pursuant to Idaho Code Section 54-1926, CONTRACTOR shall provide and maintain at all times a valid Payment Bond in any amounts sufficient to cover CONTRACTOR's payment obligations arising under each phase of this Agreement. The Payment Bond shall be issued for a period of not less than one (1) year and must be renewed annually for the term of this Agreement, and CONTRACTOR shall provide a new Payment Bond, or evidence satisfactory, to COUNTY of renewability at least sixty (60) calendar days before the Payment Bond then in effect expires. The Payment Bond shall be for the use and benefit of COUNTY, with a Surety company authorized to do business in the State of Idaho and acceptable to COUNTY. Said Payment Bond shall be submitted to, and subject to approval of, the Board of Canyon County Commissioners prior to its effective date.
- 9.3 CONTRACTOR is required to furnish the performance and payment bonds to COUNTY on the date of the execution of this Agreement. The performance bonds must guarantee CONTRACTOR's performance from the date of the Agreement execution up to and including the project acceptance and completion of Agreement and the payment bond must guarantee CONTRACTOR's payment obligations arising from this Agreement from the date of the Agreement execution up to and including the system acceptance testing and completion of Agreement.

10. 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 LEGISLATIVELY MANDATED CERTIFICATION CONCERNING COMPANIES OWNED OR OPERATED BY THE GOVERNMENT OF CHINA.

Pursuant to Idaho Code § 67-2359, Contractor hereby certifies that it “is not currently owned or operated by the government of China and will not for the duration of the contract be owned or operated by the government of China.” The terms in this section defined in Idaho Code § 67-2359 shall have the meaning defined therein.

10.4 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.

10.5 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 _____, 2024.

- _____ 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: RICK HOGABOAM, CLERK

By: _____
Deputy Clerk

DRAFT

CONTRACTOR

(name/title)

STATE OF IDAHO)
) ss.
County of _____)

On this ____ day of _____, 2024, 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: _____

DRAFT