



**COUNTY OF CANYON**

**INVITATION FOR BIDS (IFB)**

**2024 Celebration Park Boater Improvements Project**

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](mailto:bocc@canyoncounty.id.gov)

**Bids must be received by: 9:00 a.m. July 25, 2024**

**Return in a sealed envelope marked:**

**“Invitation for Bids for the 2024 Celebration Park Boater Improvements Project”**

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

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## I. INTRODUCTION

### A. Notice

Pursuant to Idaho Code § 67-2805(2)(a), Canyon County hereby invites bids from public works contractors for the 2024 Celebration Park Boater Improvements Project.

Because this Boater Improvement project is funded in whole or in part by a Waterways Improvement Grant awarded by Idaho Department of Parks and Recreation, it is subject to specific reporting and timing considerations. Although the County is contemporaneously inviting bids for the 2024 Celebration Park Boardwalk and Decking Project, and recognizes that some qualified public works contractors might want to bid both projects, the County prefers for its convenience to bid and contract the projects separately. Contractors interested in both projects are encouraged to bid both, recognizing the economic efficiencies and savings potentially available to the County.

The work contemplated by this IFB will take place at 5000 Victory Lane, Melba Idaho 83641 and consists of substantial improvements to the existing boat ramp access at Celebration Park in accordance with the drawings/design set affixed hereto as Exhibit 1 and incorporated by reference. J-U-B Engineers, Inc. has provided the construction documents for this project.

This IFB also serves as a tool to formalize negotiations to enter into a Construction Contract with the chosen provider, 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 II.A.**

Contractor selection will be based on the contractor's response to this IFB and the contractor'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:

- Responsiveness to the IFB requirements, including proof of appropriate public works licensure;
- Compliance with the administrative requirements of the bidding process;
- The number and scope of conditions attached to the bid; and
- Cost.

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

- Bid Bond; and
- Completed Bid Form.

**B. Goals**

Time is of the essence in this Project. The County's goals for this Project include:

- Rapid initiation and timely completion of construction per blueprints;
- Quality of construction;
- Minimization of disruption and inconvenience to current County operations and the public; and
- Best value delivery of the Project.

**C. Contact**

The Project is being directed on behalf of the Canyon County Commissioners by:

**Nichole Schwend, Director of Parks, Cultural & Natural Resources**  
**Rick Britton, Director of Facilities**  
1115 Albany Street  
Caldwell, Idaho 83605  
[nichole.schwend@canyoncounty.id.gov](mailto:nichole.schwend@canyoncounty.id.gov)  
[rick.britton@canyoncounty.id.gov](mailto:rick.britton@canyoncounty.id.gov)

With the exception of official public written communication as described below, Prospective Bidders are prohibited from soliciting or receiving any advice or discussing any aspect relating to the Project or the procurement of the Contract with any person employed by or affiliated with Canyon County.

**D. General Project Requirements**

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

Canyon County expects the selected contractor, if any, to provide all necessary labor, travel and subsistence, home and field office expenses, equipment, taxes, overhead and profit, and all associated costs to provide the requested construction services.

The contractor will be responsible for identifying and complying with all local, state and federal applicable regulations, codes, statutes, etc., and shall implement the Project work accordingly.

The contractor will develop a Master Schedule to provide a detailed project sequence and timeline. The Master Schedule shall include probable costs, divided into finite task descriptions in sufficient detail to be used by the County to authorize defined tasks as the project proceeds. Authorization for each task must be provided by the County before any work is conducted on such task.

## **II. IFB PROCESS**

### **A. Schedule of Events**

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

1. Signing and Distribution of the IFB..... 9:30 a.m. June 18, 2024
2. Publication Dates .....June 23 and 30, 2024
3. Pre-bid conference @ Celebration Park..... 10:00 a.m., July 3, 2024
4. Questions/Clarifications Due ..... 10:00 a.m. July 10, 2024
5. Objections to Requirements, Standards,  
Specifications or Process Due ..... 10:00 a.m. July 10, 2024
6. Addendum No. 1 (if needed) ..... 9:30 a.m. July 17, 2024
7. Bid Due Date..... 9:00 a.m. July 25, 2024
8. Bid Opening..... 9:30 a.m. July 25, 2024
9. Bid Award Notification..... 9:30 a.m. July 30, 2024
10. Protest to Award, if any..... 10:00 a.m. August 6, 2024

### **B. Time**

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

### **C. Pre-Bid Conference**

A pre-bid conference will begin at Celebration Park's Visitor Center, 6530 Hot Spot Lane, Melba, Idaho 83641 at **10:00 a.m. on July 3, 2024**. Bidders will be afforded the opportunity to meet with County personnel and discuss the content of the IFB in further detail.

### **D. Questions/Clarifications/Objections to IFB**

Questions, requests for clarification, and objections relating to the IFB or the IFB process will be considered only if they are submitted in writing and received by the Clerk of the Board of County Commissioners no later than **10:00 a.m. on July 10, 2024**.

Questions, clarifications, and objections should be sent to Clerk of the Board of County Commissioners by U.S. Mail to 1115 Albany Street, Caldwell, Idaho 83605, or by email to [BOCC@canyoncounty.id.gov](mailto:BOCC@canyoncounty.id.gov).

Bidders are responsible to ensure all questions are timely received.

No verbal responses will be binding on the County or the Bidder. This IFB may be amended in writing to include the questions, clarifications, and objections submitted to the County and the County's response thereto.

**E. Submittal Procedure**

Sealed bids submitted pursuant to this IFB must be received by the Office of the Board of County Commissioners, Canyon County Courthouse, 1115 Albany Street, Caldwell, Idaho 83605, no later than **9:00 a.m. on July 25, 2024**. Two (2) hard/paper copies and one (1) electronic copy must be supplied at the time of submittal. No facsimile copies will be accepted. Late bids will not be accepted, opened, or considered.

The County will only consider bids submitted on the Contractor's Bid Form, affixed hereto as "Exhibit 2" and incorporated by reference.

**F. IFB Preparation Costs**

Costs for developing bids pursuant to this IFB are entirely the responsibility of the Bidder and shall not be chargeable to the County.

**G. Bid Bond**

All bids must be accompanied by bid security in the form of certified check, cash, cashier's check, and/or bid bond made payable to Canyon County, certified check made payable to Canyon County, or bid bond executed by a qualified surety company, made payable to Canyon County, in an amount equal to five percent (5%) of the bid amount.

**H. 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 or bids that are 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 IFB document or excuse the Bidder from full compliance with its specifications if the

Bidder is awarded the Contract. The County reserves the right to let separate contracts on any aspect of the work.

Bids which contain false or misleading statements, or which provide references which do not support an attribute or condition claimed by the Bidder, 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.

### **III. REVIEW PROCESS**

#### **A. Validation Against Requirements**

All bids submitted will be checked in detail for compliance with the mandatory requirements set forth in this IFB.

During the validation process, the County may find it necessary to request additional information from the Bidder.

#### **B. Correction of Errors**

If errors are found in a bid, the County may reject the bid. However, the County may, at its sole option, correct arithmetic or transposition errors on the basis that the lowest level of detail will prevail in any discrepancy.

In the event of a discrepancy between the quantities cited in the narrative description and proposed Contract quantities and information submitted for evaluation purposes, the quantities cited in the narrative shall govern the quantities and summarization shall be recomputed accordingly.

#### **C. Selection**

Subject to the provisions contained in this IFB, the County intends to award a contract to the Bidder meeting the specifications of this IFB and in accordance with the evaluation process contained herein and whose bid complies with all the requirements of this IFB and Idaho law.

The County reserves the right to make an award without further negotiations with the apparent successful Bidder. Therefore, bids should be submitted with the most favorable terms the Bidder can offer.

Bids should reflect the terms under which the Bidder is prepared to meet the requirements of this IFB. After announcement of the successful Bidder, there will be no negotiation of the terms of this IFB, or the Bidder's submitted bid which will with the contract collectively comprise the terms of the agreement between the County and the successful Bidder. Any attempt by the

successful Bidder to negotiate any of the terms described in Section IV, below will be considered a repudiation of the award. The County will then select the bid, if any, which next closely meets the requirements of this IFB.

**D. Award of Contract**

The successful Bidder will be selected based upon the bid which complies with all the requirements of this IFB, any addenda thereto, and any additional IFB documents, except for such immaterial deviations as may be waived by the County, and Idaho law. Written notification of the selection will be made to all Bidders who submitted a bid prior to final award of contract. If the County intends to award the contract to a bidder other than the apparent low bidder, an opportunity to object will be noticed. Time is of the essence in the administration of this IFB and subsequent initiation and performance under the resulting contract, if any.

If the successful Bidder refuses or fails to execute the Contract, the County may award the Contract to the next lowest responsible Bidder, if any, whose bid complies with all the requirements of this IFB and any addenda thereto. The period of time within which such award of Contract may be made shall be subject to written agreement between the County and the Bidder concerned. The County may reject all bids and re-bid.

**E. Objection to Contractor Award**

The County intends to award the Contract to the licensed public works contractor submitting the lowest bid price, complying with the bidding procedures. If the County chooses to award the contract to a Bidder other than the apparent low bidder, notice and opportunity to object shall be provided all bidders.

**IV. GENERAL TERMS AND CONDITIONS**

The evaluation of bids submitted in response to this IFB may result in the issuance of a contract. No work is authorized by this IFB to any person or firm until a final contract is approved and executed by both the County and the Contractor.

Should a contract be offered and executed, its General Terms and Conditions will include, but be not limited to, the following:

**A. Performance Bond/Payment Bond**

The County requires a performance and payment bond, each in full contracted amount, for the protection of persons supplying labor or materials, or renting leasing or otherwise supplying equipment to the Contractor or his Subcontractor in the prosecution of the work provided for in the Contract, and to guarantee satisfactory completion of the Project.

The successful Bidder shall furnish the performance bond and the payment bond to the County at the time the Contract is executed. Performance and payment bonds shall not be a substitute for any other form of insurance that may be required.

**B. Insurance**

The Bidder 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 insurance meeting the statutory requirements of the State of Idaho.

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:	\$2,000,000
Product/Completed Operations Aggregate:	\$2,000,000
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 Bidder'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, Bidder's policies must provide equivalent coverage for the subcontractors and their work.

**C. Warranty Against Contingent Fees**

The Bidder 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 Bidder to secure business.

**D. Bidder Personnel**

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

**E. Bidder's Cooperation**

The Bidder 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.

**F. Warranties/Guarantees Against Defects**

Bidder will guarantee that all material and labor (provided by Bidder as part of this IFB Response) shall be free of defects in material and/or workmanship for at least two (2) years after County's acceptance of the work. Canyon County shall be the sole decider on work acceptance.

**G. Licenses**

Bidder must possess a valid Idaho Public Works Contractor's License at the appropriate level by the time of contract execution and a valid Idaho Bureau of Occupational License.

**H. County Claim and Payment Procedure**

All claims for services rendered under any contract executed with a selected Bidder shall be sent directly to the Canyon County Board of Commissioners, with a copy to Directors Nichole Schwend and Rick Britton, for processing. Claims shall be paid in accordance with the provisions of the Contract attached as "Exhibit 3", incorporated by reference herein.



**I. Non-Appropriation**

Subject to the County's determination to annually renew any contract, the County will duly and punctually pay the amounts to satisfy its obligation required under the Contract, recognizing time is of the essence. The County may, solely at its option and in compliance with Article 8 Section 3 of the Idaho Constitution, and when and if it duly budgets and appropriates funds thereof from revenues legally available to it for the ensuing fiscal year, renew the Contract for an additional renewal term, as provided under the conditions of the IFB.

**J. Indemnity**

Bidder shall indemnify, defend and hold harmless Canyon County, and its officers and employees 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 IFB or arising out of a failure to comply with federal, state or local laws or regulations.

**K. General Information**

As specified in the Contract documents, a failure to complete the work shall result in liquidated damages of Five Hundred Dollars (\$500.00) per calendar day per phase or area until substantially completed as described in the contract documents.

Contract shall be subject to termination because of County's non-appropriation of funds.

If the Bidder believes that other changes would be beneficial to the County, they may include this information in their bid. However, any Bidder doing so should be sure to include a price based only on the requirements of this IFB with any additional or lesser price also shown.

**L. Acceptance of Work**

Work shall be considered accepted when contractor and County have finalized inspection of work and all items on final punch list have been completed.

**M. System Completion**

Bidder will provide the amount of time needed to complete this project.

Work shall be completed within the maximum calendar days specified by Bidder on the Bid form commencing on day of Contract execution.

**N. Permits and Inspection**

The successful Bidder is otherwise responsible to apply for and obtain all permits and inspections necessary to complete the project.

**O. Termination by County for Convenience**

The County may, for any reason whatsoever, or without reason, terminate performance under the Agreement by Contractor for convenience. County shall give at least thirty (30) days prior written notice of such termination to Contractor specifying when termination becomes effective. Contractor shall stop work at the time of such Notice. When terminated for the County's convenience, Contractor shall be compensated as follows:

1. That portion of the Fixed Contract Price representing the value of the Work, as reflected on the schedule of values, performed by Contractor prior to the date of termination, which is completed and accepted by the County for which Contractor has not been previously paid;
2. In no event shall Bidder be entitled to recover anticipated profits or consequential damages from the County on account of a termination for convenience or erroneous termination for cause.

**V. PROJECT SPECIFICATIONS, DRAWINGS AND PLANS**

The responsibility of the successful Bidder shall include performance of construction per the following:

Exhibit 1: J-U-B's Drawings/Design Set for the Celebration Park Boater Improvements Project



**VI. CONCLUSION**

Thank you for your interest in this important project.

APPROVED this 18<sup>th</sup> day of June, 2024.

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	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
 _____ Commissioner Brad Holton	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<u>Unavailable for signature</u> _____ Commissioner Zach Brooks	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

ATTEST: RICK HOGABOAM, CLERK

By: J Ross  
\_\_\_\_\_  
Deputy Clerk

## **EXHIBIT LIST**

Exhibit 1: J-U-B's Drawings/Design Set

Exhibit 2: Contractor's Bid Form

Exhibit 3: Draft Construction Contract

# CELEBRATION PARK BOAT RAMP

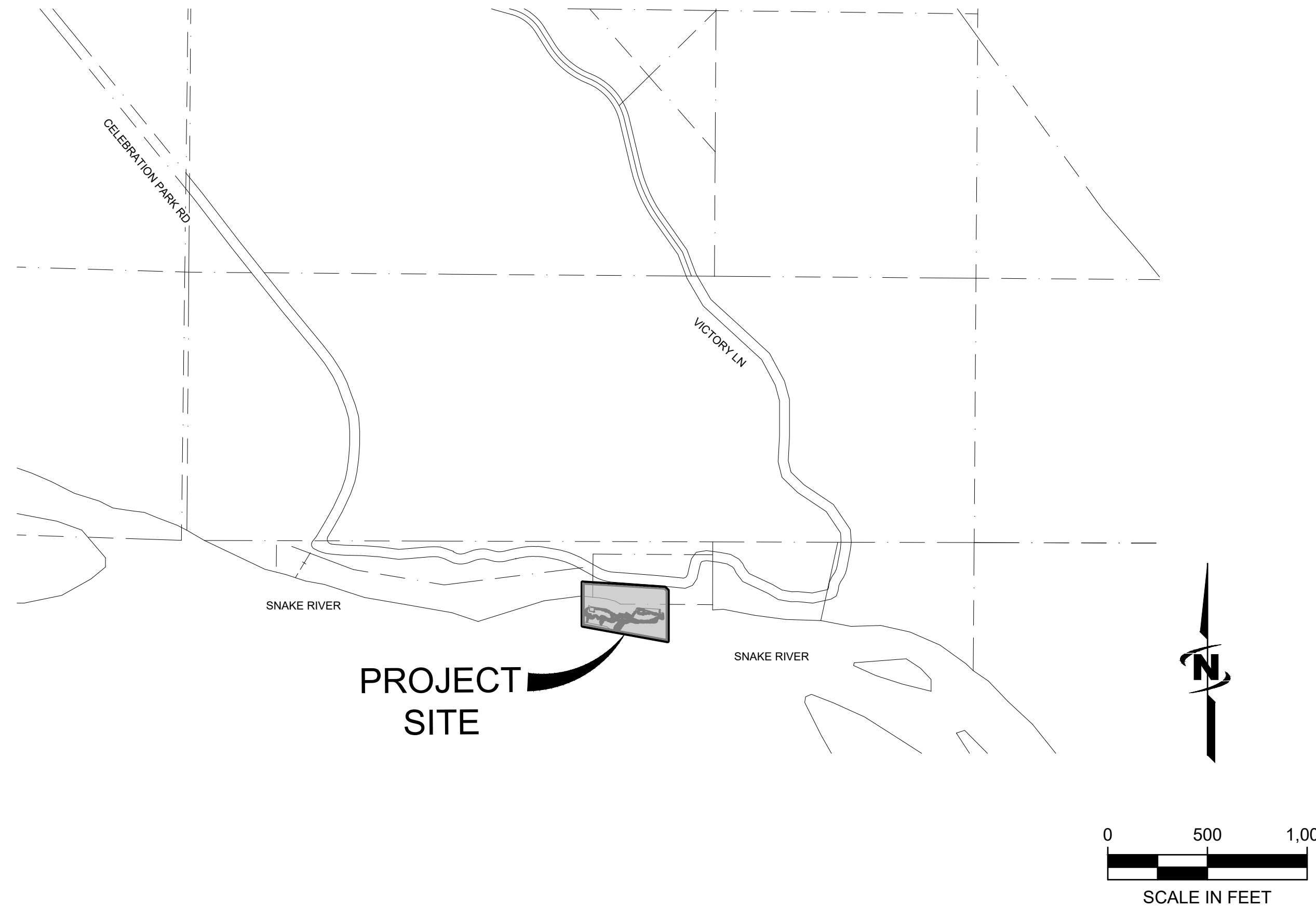
## CANYON COUNTY

## LEGEND

EXISTING		PROPOSED
	BOUNDARY LINE	
	SECTION LINE	
	PERMANENT EASEMENT	
	CENTERLINE	
	PUBLIC RIGHT OF WAY LINE	
	LOT LINE	
	6" VERTICAL CURB AND GUTTER	
	6" VERTICAL CURB (NO GUTTER)	
	ROLLED CURB & GUTTER	
	DITCH FLOW LINE	
	EDGE OF GRAVEL	
	EDGE OF PAVEMENT	
	OVERHEAD POWER	
	FENCE LINE	
	STREET SIGN	
	CONCRETE SIDEWALK	
	ASPHALT ROADWAY	

## ABBREVIATIONS

CL	CENTER LINE
EG	EXISTING GROUND
FG	FINISH GRADE
FL	FLOWLINE
GB	GRADE BREAK
ISPMC	IDAHO STANDARDS FOR PUBLIC WORKS CONSTRUCTION
SD	STORM DRAIN
SDMH	STORM DRAIN MANHOLE
STA	STATION
TB	TOP OF BOARDWALK
WP	WELD PLATE
TVC	TOP VERTICAL CURB
VOL	VOLUME
W	WATER
WSE	WATER SURFACE ELEVATION



## SHEET INDEX

Sheet Number	Sheet Title
C-001	COVER SHEET
C-002	NOTES SHEET
C-100	EXISTING CONDITIONS & DEMO PLAN
C-101	SITE PLAN
C-201	GRADING PLAN - WEST
C-202	GRADING PLAN - EAST
C-301	BOAT RAMP DETAILS
C-302	DRAINAGE SYSTEM A
C-303	DRAINAGE SYSTEM B
C-304	PARKING DETAILS
L-001	LANDSCAPE NOTES
L-002	LANDSCAPE LEGEND & NOTES
L-101	PLANTING PLAN
L-102	DOCK DESIGN INTENT LAYOUT AND DETAILS
L-501	SITE & LANDSCAPE DETAILS
L-502	DOCK AND GANGWAY SECTIONS
L-503	DOCK & GANGWAY SECTIONS
L-504	RAMP AND HITCH CLEARANCE SECTION
L-505	DOCK CONFIGURATION DESIGN INTENT IMAGES

## REUSE OF DOCUMENTS

J-U-B grants to CLIENT a nonexclusive, non-transferable license to use the Drawings Specifications and/or Contract Documents (Documents) as follows:

CLIENT may make and retain copies of the Documents for reference, but J-U-B shall retain all common law, statutory and other reserved rights, including the copyright thereto, and the same shall not be reused on this Project or any other Project without J-U-B's prior written consent. Distribution of Documents to meet regulatory or permitting requirements, or for similar purposes, in connection with the Project, including but not limited to distribution to contractors or subcontractors for the performance of their work, is not to be construed as publication adversely affecting the reserved rights of J-U-B. The Documents are not intended for use in creating dtm for grading or earthwork, survey staking layout (unless specifically identified as such in the documents), or property boundary layouts.

Any reuse without written consent by J-U-B, or without verification or adoption by J-U-B for the specific purpose intended by the reuse, will be at CLIENT's sole risk and without liability or legal exposure to J-U-B. The CLIENT shall release, defend, indemnify, and hold J-U-B harmless from any claims, damages, actions or causes of action, losses, and expenses, including reasonable attorneys' and expert fees, arising out of or resulting from such reuse.

If the Documents are provided in electronic format, the electronic documents are subject to the provisions of J-U-B's "electronic document/data limited license" found at [edocs.jub.com](http://edocs.jub.com).



**J-U-B ENGINEERS, INC**

2760 W. Excursion Lane, Suite 400, Boise, ID 83642  
p 208 376 7330 w [www.jub.com](http://www.jub.com)

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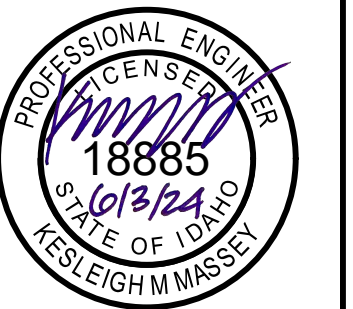
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MARKING OF UNDERGROUND  
MEMBER UTILITIES**



**U-B ENGINEERS, INC.**  
2760 W. Excursion Ln.  
Suite 400  
Meridian, ID 83642

Phone: 208.376.7330  
[www.jub.com](http://www.jub.com)

## BID SET



J-U-B SHALL RETAIN ALL COMMON LAW, STATUTORY, COPYRIGHT AND OTHER RESERVED RIGHTS OF THESE DRAWINGS, AND THE SAME SHALL NOT BE REUSED WITHOUT J-U-B'S PRIOR WRITTEN CONSENT. ANY REUSE WITHOUT WRITTEN CONSENT BY J-U-B WILL BE AT CLIENT'S SOLE RISK AND WITHOUT LIABILITY OR LEGAL EXPOSURE TO J-U-B.

TITULODOT			
NO.	DESCRIPTION	BY	APPL. DATE

# CELEBRATION PARK BOAT RAMP IMPROVEMENTS

## CANYON COUNTY

COVER SHEET

E: C-001  
B PROJ. #: 10-24-007  
AWN BY: KMM  
SIGN BY: KMM  
CHECKED BY: SW  
ONE INCH  
AT FULL SIZE, IF NOT ONE  
INCH, SCALE ACCORDINGLY  
LAST UPDATED: 6/3/2024  
SHEET NUMBER:  
C-001

## GENERAL NOTES

- ALL WORK SHALL BE COMPLETED IN ACCORDANCE WITH THE IDAHO STANDARDS FOR PUBLIC WORKS CONSTRUCTION (2020 EDITION), THE HIGHWAY STANDARDS AND DEVELOPMENT PROCEDURES FOR THE CANYON COUNTY HIGHWAY DISTRICTS, THE GUIDELINES FOR PEDESTRIAN FACILITIES IN THE RIGHT-OF-WAY AND THE PROJECT SPECIFICATIONS.
2. A PRE-CONSTRUCTION CONFERENCE SHALL BE HELD A MINIMUM OF THREE (3) WORKING DAYS PRIOR TO START OF WORK. ALL CONTRACTORS, SUBCONTRACTORS AND/OR UTILITY CONTRACTORS SHALL BE PRESENT.
3. THE CONTRACTOR SHALL MAINTAIN ALL EXISTING DRAINAGE FACILITIES WITHIN THE CONSTRUCTION AREA UNTIL THE DRAINAGE IMPROVEMENTS ARE IN PLACE AND FUNCTIONING.
4. CONTRACTOR IS RESPONSIBLE FOR MAINTAINING TEMPORARY SITE DRAINAGE AND SEDIMENT CONTROL DURING CONSTRUCTION.
5. CONTRACTOR IS RESPONSIBLE FOR THE SAFETY AND SECURITY OF THE SITE AND PEDESTRIANS DURING CONSTRUCTION.
6. ALL CONTRACTORS WORKING WITHIN THE PROJECT BOUNDARIES ARE RESPONSIBLE FOR COMPLIANCE WITH ALL APPLICABLE SAFETY LAWS OF ANY JURISDICTIONAL BODY. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL BARRICADES, SAFETY DEVICES AND CONTROL OF TRAFFIC WITHIN AND AROUND THE CONSTRUCTION AREA.
7. ALL MATERIALS FURNISHED ON OR FOR THE PROJECT MUST MEET THE MINIMUM REQUIREMENTS OF THE APPROVING AGENCIES OR AS SET FORTH HEREIN, WHICHEVER IS MORE RESTRICTIVE.
8. CONTRACTORS MUST FURNISH PROOF THAT ALL MATERIALS INSTALLED ON THIS PROJECT MEET THE REQUIREMENTS OF ITEM #5 AT THE REQUEST OF THE AGENCY AND/OR THE OWNER'S ENGINEER.
9. WORK SUBJECT TO APPROVAL BY ANY POLITICAL SUBDIVISION OR AGENCY MUST BE APPROVED PRIOR TO (A) BACKFILLING TRENCHES FOR PIPE; (B) PLACING OF AGGREGATE BASE; (C) PLACING OF CONCRETE; (D) PLACING OF ASPHALT PAVING. WORK DONE WITHOUT SUCH APPROVAL SHALL NOT RELIEVE THE CONTRACTOR FROM THE RESPONSIBILITY OF PERFORMING THE WORK IN AN ACCEPTABLE MANNER.
10. THE CONTRACTOR SHALL OBTAIN AND HAVE AVAILABLE COPIES OF THE APPLICABLE GOVERNING AGENCY STANDARDS AT THE JOB SITE DURING THE RELATED CONSTRUCTION OPERATIONS.
11. ALL PEDESTRIAN ACCESS ROUTES AND FACILITIES MUST FULLY COMPLY WITH ALL LOCAL, STATE AND FEDERAL GUIDELINES/REQUIREMENTS.
12. CANYON COUNTY WILL NOT ACCEPT ASBUILT LINES CONSTRUCTED LESS THAN THE "10 STATE STANDARDS" DESIGN MINIMUM SLOPES.
13. ONLY PLAN SETS STAMPED "APPROVED FOR CONSTRUCTION" AND SIGNED BY THE ENGINEER SHALL BE USED FOR PROJECT CONSTRUCTION. USE OF PLANS NOT STAMPED "APPROVED FOR CONSTRUCTION" SHALL BE GROUNDS FOR THE ISSUANCE OF A STOP WORK ORDER.
14. WHEN DISCREPANCIES OCCUR BETWEEN PLANS AND SPECIFICATIONS, THE CONTRACTOR SHALL IMMEDIATELY NOTIFY THE ENGINEER. UNTIMELY NOTIFICATION SHALL NEGATE ANY CONTRACTORS CLAIM FOR ADDITIONAL COMPENSATION.
15. EXISTING A.C. PAVEMENT SHALL BE CUT TO A NEAT LINE AND THE EXPOSED EDGE SHALL BE TACKED WITH EMULSION PRIOR TO PAVING.
16. ALL COSTS OF RETESTING FOR PREVIOUSLY FAILED TESTS SHALL BE BACK CHARGED TO THE CONTRACTOR BY THE OWNER.
17. ALL COSTS TO THE CONTRACTOR INCURRED IN CORRECTING DEFICIENT WORK SHALL BE TO THE CONTRACTORS ACCOUNT. FAILURE TO CORRECT SUCH WORK WILL BE CAUSE FOR A STOP WORK ORDER AND POSSIBLE TERMINATION.
18. OVER EXCAVATION AND ADDITIONAL GRANULAR BACKFILL MAY BE REQUIRED IN HIGH GROUNDWATER AREAS WHICH ARE TO BE DETERMINED BY THE FIELD INSPECTOR.
19. ALL MATERIAL PLACED AS FILL OR BACKFILL SHALL BE PLACED AND COMPACTED IN ACCORDANCE WITH SECTION 306 OF THE 2020 EDITION OF ISPW.C.
20. ANY PVC STORM DRAIN PIPE SHALL CONFORM TO ASTM D3034 OR ASTM F794 SPECIFICATIONS AND SHALL BE INSTALLED WATER TIGHT.
21. PEDESTRIAN RAMPS, ACCESS ROUTES AND EGRESS ROUTES SHALL BE INSTALLED PER CURRENT ADA REQUIREMENTS.
22. PLANT MIX PAVEMENT SHALL BE PER HSDP SECTION 3060.0703 OR SP 2 OR BETTER, WITH A NOMINAL MAXIMUM AGGREGATE SIZE OF 3/4", PG 64-28 (PERFORMANCE GRADED ASPHALT BINDER) SHALL BE USED. A MINIMUM OF 0.5% ANTI-STRIPPING ADDITIVE IS SPECIFIED.
23. CONTRACTOR TO NOT DISRUPT OR DISPLACE ANY ROCKS/BOULDERS ON SITE WITHOUT VERIFICATION AND APPROVAL FROM CANYON COUNTY PARKS DEPARTMENT THAT NO PETROGLYPHS EXIST ON SUCH ROCKS/BOULDERS IN QUESTION.

## EXISTING UTILITIES

1. APPROXIMATE LOCATIONS OF UTILITIES ARE SHOWN ON THE PLANS. THEY ARE TO BE USED FOR GENERAL INFORMATION ONLY. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO NOTIFY THE APPROPRIATE UTILITY COMPANIES WHEN CONSTRUCTION MIGHT INTERFERE WITH NORMAL OPERATION OF ANY UTILITIES. IT SHALL ALSO BE THE CONTRACTOR'S RESPONSIBILITY TO HAVE THE APPROPRIATE UTILITY COMPANY FIELD-LOCATE ANY UTILITY INSTALLATIONS WHICH MIGHT BE AFFECTED BY CONSTRUCTION PROJECTS. PRIOR TO ANY WORK IN THAT AREA, THE CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTAINING SERVICE OF EXISTING UTILITIES AND FOR REPAIRING ANY UTILITIES DAMAGED BY CONSTRUCTION AT NO ADDITIONAL COST TO THE OWNER. DEPTHS AND ELEVATIONS OF UTILITIES ARE UNKNOWN UNLESS OTHERWISE SHOWN. CONTRACTOR SHALL FIELD VERIFY UTILITY DEPTHS, ELEVATIONS, ANY DISCREPANCIES AND/OR CORRECTIONS SHALL BE BROUGHT TO THE ATTENTION OF THE ENGINEER IMMEDIATELY.



**Know what's below.  
Call before you dig.**

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GRADE, OR EXCAVATE FOR THE  
MARKING OF UNDERGROUND  
MEMBER UTILITIES**



**J-U-B ENGINEERS, INC.**

**J-U-B ENGINEERS, INC.**  
2760 W. Excursion Ln.  
Suite 400  
Meridian, ID 83642

Phone: 208.376.7330  
[www.jub.com](http://www.jub.com)

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[illegible]

CELEBRATION PARK BOAT RAMP IMPROVEMENTS  
CANYON COUNTY

NOTES SHEET

FILE : C-001  
JUB PROJ. # : 10-24-007  
DRAWN BY: KMM  
DESIGN BY: KMM  
CHECKED BY: SW  
ONE INCH

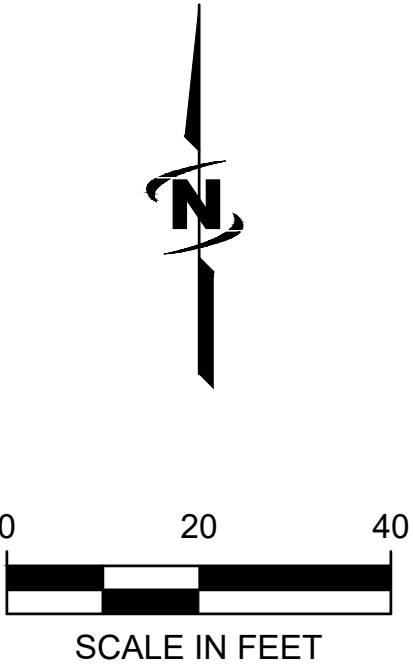
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INCH. SCALE ACCORDINGLY

LAST UPDATED: 6/3/2024

SHEET NUMBER:

C-002





- EXISTING CONDITION AND DEMOLITION NOTES**
- 1 REMOVE EXISTING RUSSIAN OLIVE TREES, RETAIN ON SITE FOR BANK STABILIZATION CONSTRUCTION
  - 2 PROTECT IN PLACE EXISTING TREE
  - 3 PROTECT IN PLACE EXISTING RETAINING WALL
  - 4 REMOVE RETAINING WALL. REMOVE APPROXIMATE LINEAR FT OF RETAINING WALL WHERE SHOWN.
  - 5 PROTECT IN PLACE EXISTING PICNIC TABLES, FIRE RINGS, TRASH CAN STANDS, AND MISCELLANEOUS SITE STRUCTURES, TYP.
  - 6 REMOVE EXISTING PICNIC TABLE AND STORE FOR RELOCATION. REINSTALLATION TO BE PERFORMED BY COUNTY PARKS DEPARTMENT.
  - 7 REMOVE EXISTING GANGWAYS. COUNTY TO STORE FOR FUTURE RE-USE.
  - 8 REMOVE EXISTING FLOATING DOCK. COUNTY TO STORE FOR FUTURE RE-USE.
  - 9 APPROXIMATE LINEAR FEET OF SAWCUT.
  - 10 REMOVE EXISTING ASPHALT PAVING
  - 11 PROTECT IN PLACE EXISTING ASPHALT PAVING
  - 12 REMOVE AND RELOCATE EXISTING STRUCTURE. REINSTALLATION TO BE PREFORMED BY COUNTY PARKS DEPARTMENT.
  - 13 REMOVE AND DISPOSE OF EXISTING GABIONS
  - 14 REMOVE AND DISPOSE OF EXISTING WOODEN STEPS, RAILS AND PATHS.
  - 15 REPOSITION BOULDERS AS NEEDED BETWEEN EDGE OF ASPHALT AND DRAINAGE SYSTEM A.
  - 16 PROTECT IN PLACE EXISTING BOULDERS, TYP.
  - 17 REMOVE EXISTING BOULDERS AND STORE FOR REUSE, TYP.
  - 18 PROTECT IN PLACE EXISTING GATE. CONTRACTOR TO MAINTAIN ACCESS DURING CONSTRUCTION.
  - 19 PROTECT EXISTING HILLSIDE SLOPE
  - 20 PROTECT IN PLACE EXISTING LIGHT POLE.
  - 21 REMOVE AND DISPOSE OF EXISTING CONCRETE BOAT RAMP
  - 22 REMOVE AND DISPOSE OF POSTS AND SIGNAGE, TYP.
  - 23 PROTECT IN PLACE EXISTING FOOT BRIDGE
  - 24 REMOVE EXISTING STORM DRAIN PIPE
  - 25 REFURBISH TRAIL ACCESS TO PROPOSED CONCRETE PATH. FIELD FIT.
  - 26 DESIGN LOW WATER ELEVATION



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**CALL 2 BUSINESS DAYS IN ADVANCE BEFORE YOU DIG, GRADE, OR EXCAVATE FOR THE MARKING OF UNDERGROUND MEMBER UTILITIES**

**NOTES TO CONTRACTOR**

1. ADD 2000 FEET TO ALL SPOT ELEVATIONS TO DETERMINE ACTUAL ELEVATION.
2. SEWER AND STORM DRAIN LENGTHS ARE HORIZONTALLY (2D) MEASURED FROM INSIDE FACE TO INSIDE FACE OF STRUCTURES.
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5. THIS DRAWING, OR ANY PORTION OF IT, SHALL NOT BE USED ON ANY PROJECT OR EXTENSION OF PROJECT(S) EXCEPT BY AGREEMENT IN WRITING FROM THE ENGINEER.

**JUB**  
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2760 W. Excursion Ln.  
Suite 400  
Meridian, ID 83642  
Phone: 208.376.7330  
www.jub.com

**BID SET**

PROFESSIONAL ENGINEER  
18885  
6/13/24  
KESLEIGH M MASSEY  
STATE OF IDAHO

REVISION	NO.	DESCRIPTION	BY	DATE
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**CELEBRATION PARK BOAT RAMP IMPROVEMENTS  
CANYON COUNTY**

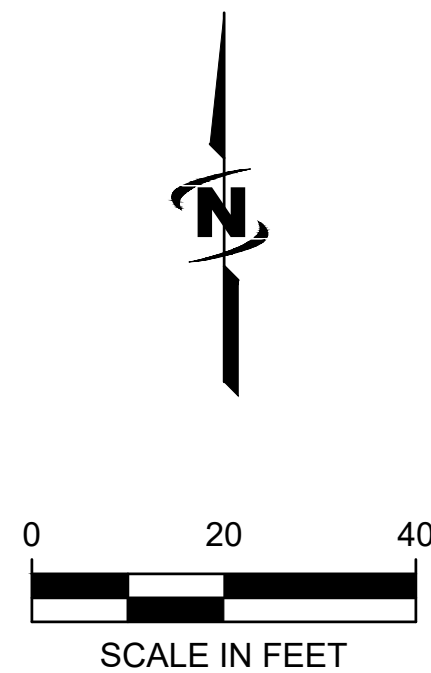
**EXISTING CONDITIONS & DEMO PLAN**

FILE: C-101  
JUB PROJ. #: 10-24-007  
DRAWN BY: KMM  
DESIGN BY: KMM  
CHECKED BY: SW  
AT FULL SIZE, IF NOT ONE INCH, SCALE ACCORDINGLY  
LAST UPDATED: 6/3/2024  
SHEET NUMBER:  
**C-100**





NOTES TO CONTRACTOR



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## SITE PLAN

**JUB**  
J-U-B ENGINEERS, INC.

---

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[illegible]

CELEBRATION PARK BOAT RAMP IMPROVEMENTS  
CANYON COUNTY

# SITE PLAN

FILE: C-102  
JUB PROJ. #: 10-24-007  
DRAWN BY: KMM  
DESIGN BY: KMM  
CHECKED BY: SW

ONE INCH

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INCH. SCALE ACCORDINGLY

LAST UPDATED: 6/3/2024

SHEET NUMBER:

**C-101**



Plot Date: 6/3/2024 4:15 PM Plotted By: Erik Eyrle  
Date Created: 6/3/2024 J:\BID\CENTRAL CLIENTS\ID\CANYON COUNTY PROJECTS\10-24-007 CELEBRATION PARK BOAT TRAMP DESIGN\CAD SHEET C-201.DWG



## GRADING PLAN

- ① ESTIMATED HIGH WATER DESIGN ELEVATION  
② DESIGN LOW WATER ELEVATION

### NOTES TO CONTRACTOR

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CURVE TABLE						
CURVE #	LENGTH	RADIUS	TANGENT	DELTA	CHORD BEARING	CHORD LENGTH
C1	7.15'	13.00'	3.67'	31°30'14"	S47°26'54"W	7.06'
C2	27.61'	11.00'	33.66'	143°48'09"	S8°42'03"E	20.91'
C3	10.86'	12.50'	5.80'	49°47'33"	S55°42'21"E	10.52'
C4	8.55'	7.50'	4.81'	65°20'42"	S63°28'56"E	8.10'
C5	7.92'	12.50'	4.10'	36°18'10"	S78°00'12"E	7.79'
C6	5.30'	7.50'	2.77'	40°28'53"	S80°05'33"E	5.19'
C7	3.85'	15.00'	1.94'	14°43'08"	S85°49'11"E	3.84'
C8	4.72'	15.25'	2.38'	17°44'08"	S69°22'12"E	4.70'
C9	11.44'	22.50'	5.85'	29°08'35"	S77°12'27"E	11.32'
C10	10.80'	12.50'	5.76'	49°29'19"	S79°42'52"E	10.46'



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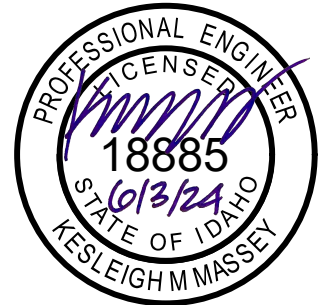
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MEMBER UTILITIES



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REVISION		DESCRIPTION	BY	DATE
NO.	DATE			

CELEBRATION PARK BOAT RAMP IMPROVEMENTS  
CANYON COUNTY

GRADING PLAN - WEST

FILE: C-201  
JUB PROJ. #: 10-24-007  
DRAWN BY: KMM  
DESIGN BY: KMM  
CHECKED BY: SW

ONE INCH  
AT FULL SIZE, IF NOT ONE  
INCH, SCALE ACCORDINGLY  
LAST UPDATED: 6/3/2024

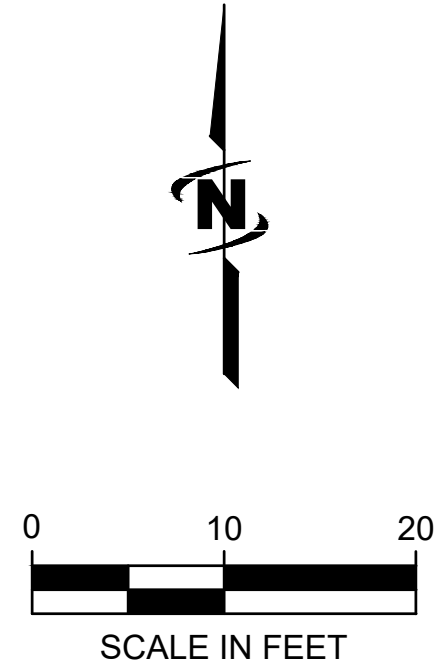
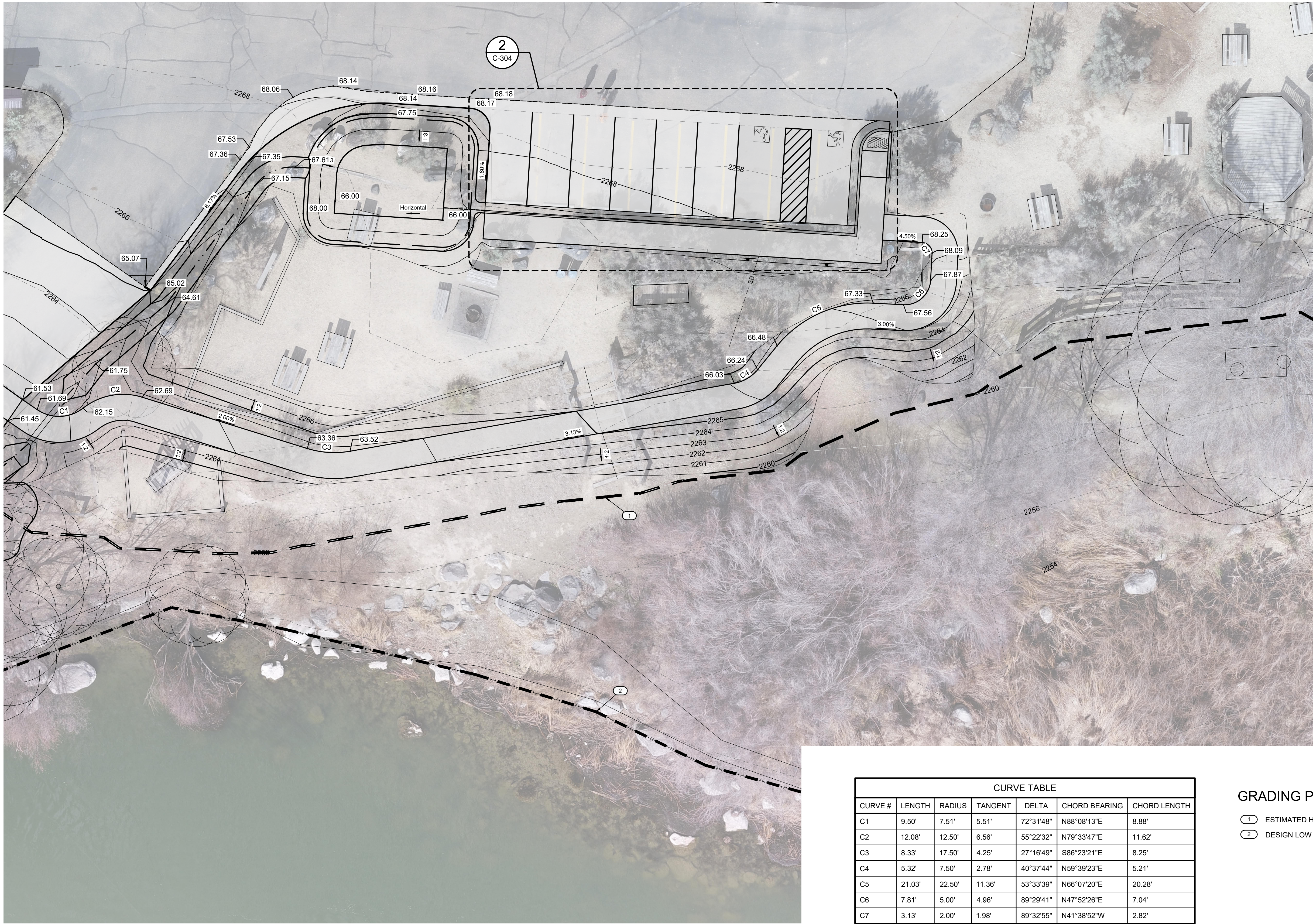
SHEET NUMBER:

C-201



Plot Date: 6/3/2024 5:40 PM, Plotted By: Erik Eyré, Date Created: 6/3/2024, J:\BID\CENTRAL\CLIENTS\CANYON COUNTY\PROJECTS\10-24-007 CELEBRATION PARK BOAT RAMP DESIGN\CAD\Sheet C-202.DWG

SEE SHEET C-201



#### NOTES TO CONTRACTOR

1. ADD 2000 FEET TO ALL SPOT ELEVATIONS TO DETERMINE ACTUAL ELEVATION.
2. SEWER AND STORM DRAIN LENGTHS ARE HORIZONTALLY (2D) MEASURED FROM INSIDE FACE TO INSIDE FACE OF STRUCTURES.
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CURVE TABLE						
CURVE #	LENGTH	RADIUS	TANGENT	DELTA	CHORD BEARING	CHORD LENGTH
C1	9.50'	7.51'	5.51'	72°31'48"	N88°08'13"E	8.88'
C2	12.08'	12.50'	6.56'	55°22'32"	N79°33'47"E	11.62'
C3	8.33'	17.50'	4.25'	27°16'49"	S86°23'21"E	8.25'
C4	5.32'	7.50'	2.78'	40°37'44"	N59°39'23"E	5.21'
C5	21.03'	22.50'	11.36'	53°33'39"	N66°07'20"E	20.28'
C6	7.81'	5.00'	4.96'	89°29'41"	N47°52'26"E	7.04'
C7	3.13'	2.00'	1.98'	89°32'55"	N41°38'52"W	2.82'

#### GRADING PLAN

- ① ESTIMATED HIGH WATER DESIGN ELEVATION  
② DESIGN LOW WATER ELEVATION



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MEMBER UTILITIES**



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2760 W. Excursion Ln.

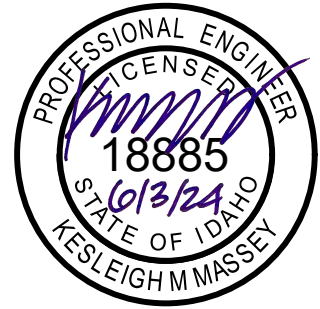
Suite 400

Meridian, ID 83642

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NO.	DESCRIPTION				

CELEBRATION PARK BOAT RAMP IMPROVEMENTS  
CANYON COUNTY

GRADING PLAN - EAST

FILE: C-202  
JUB PROJ. #: 10-24-007  
DRAWN BY: KMM  
DESIGN BY: KMM  
CHECKED BY: SW

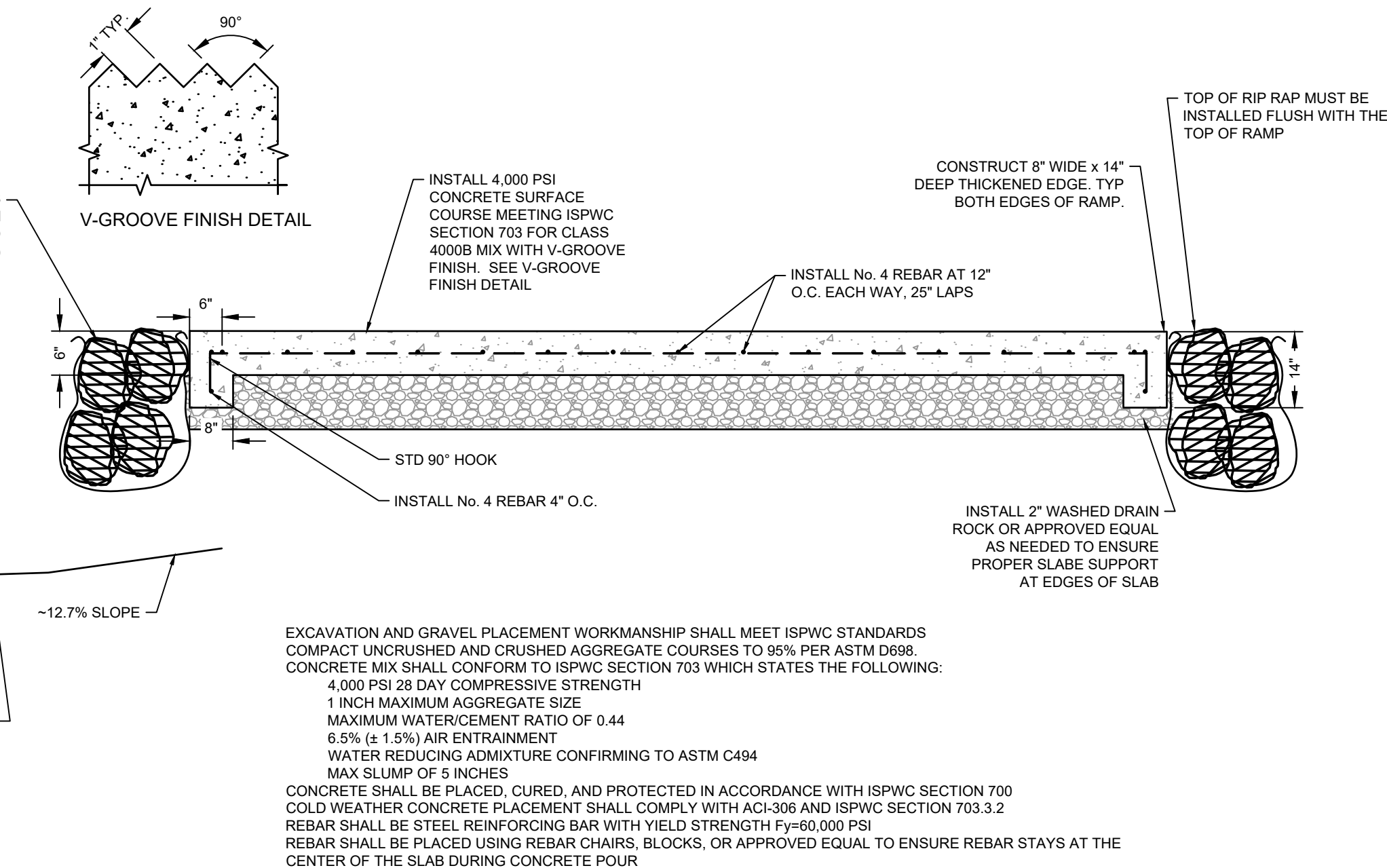
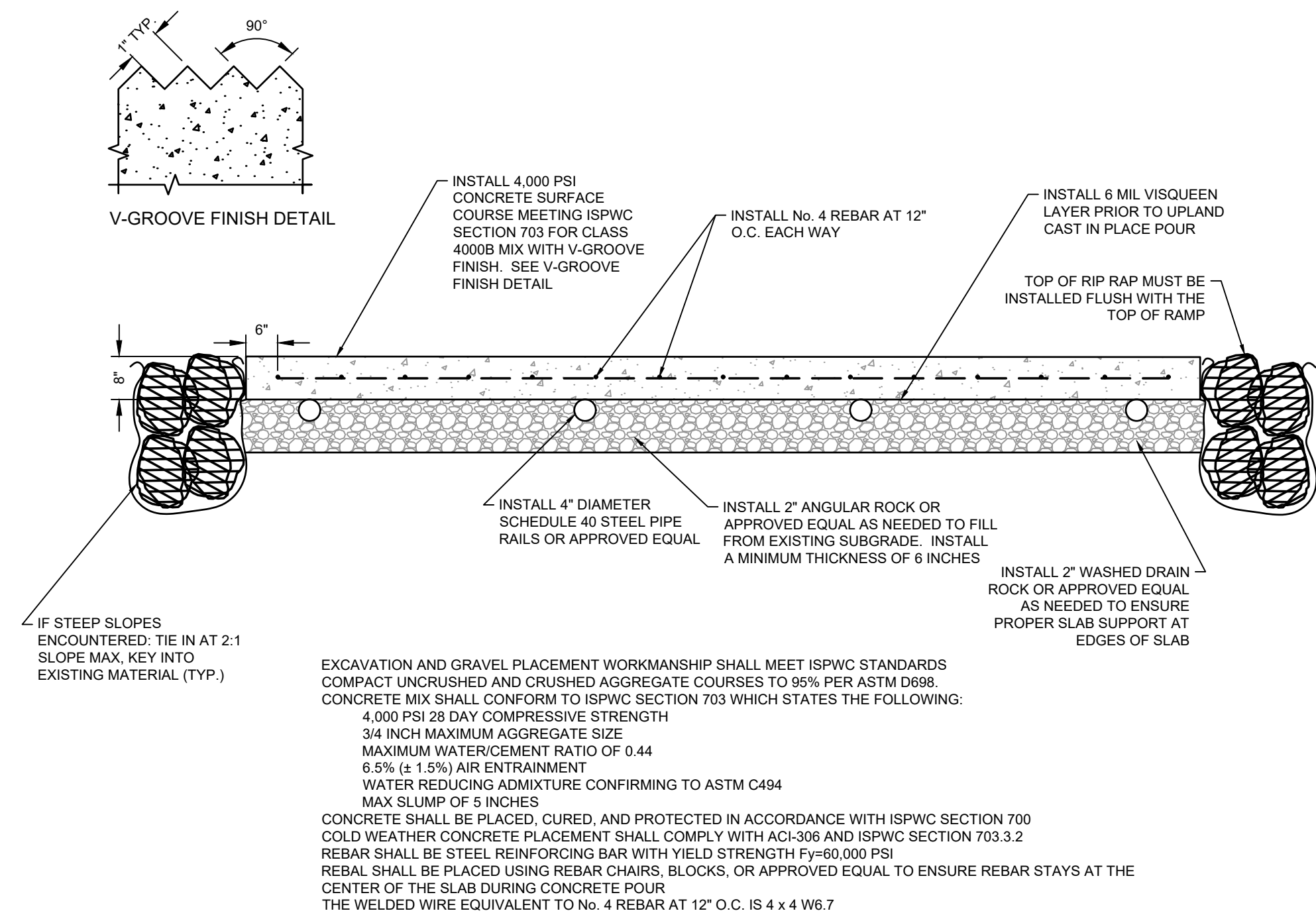
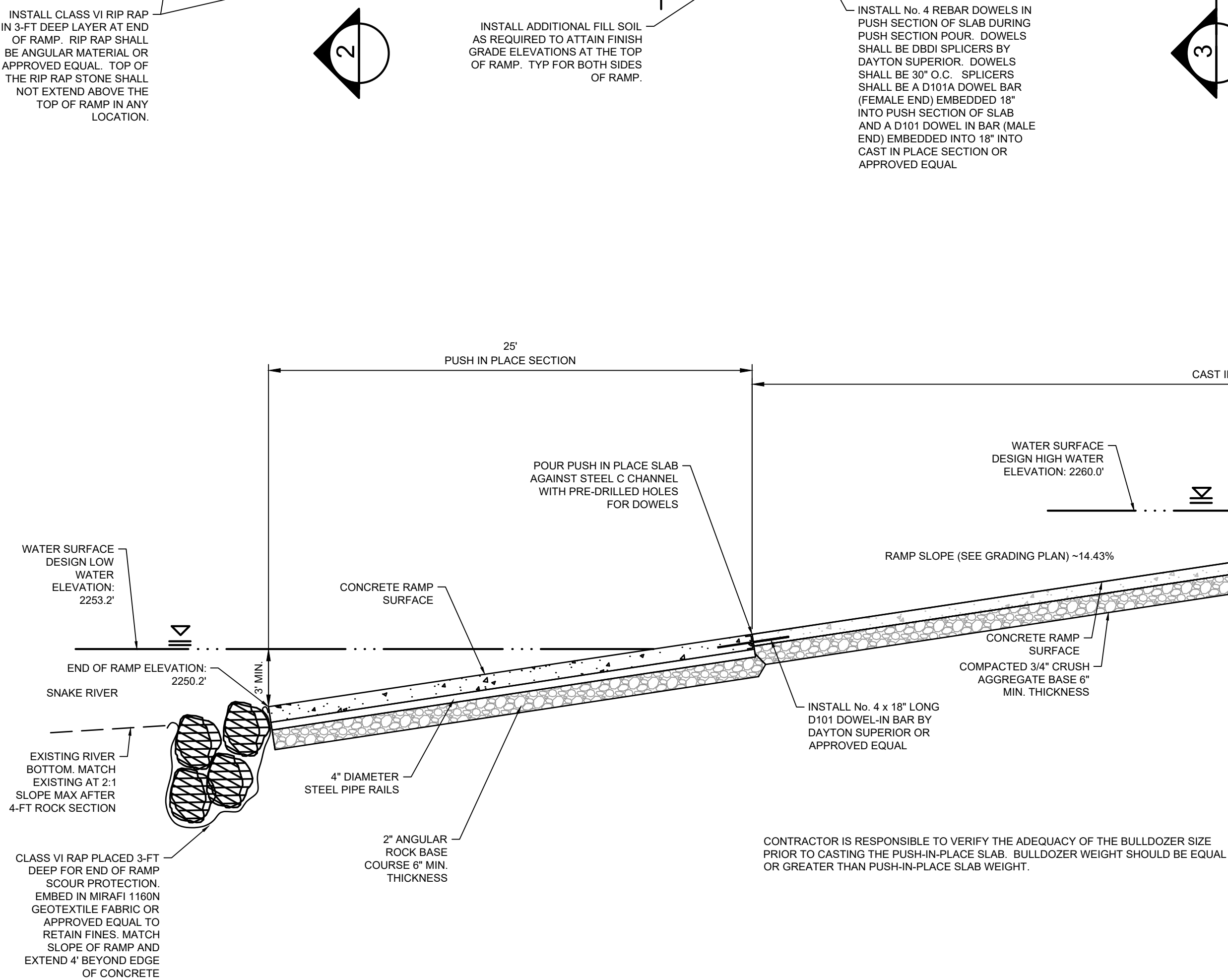
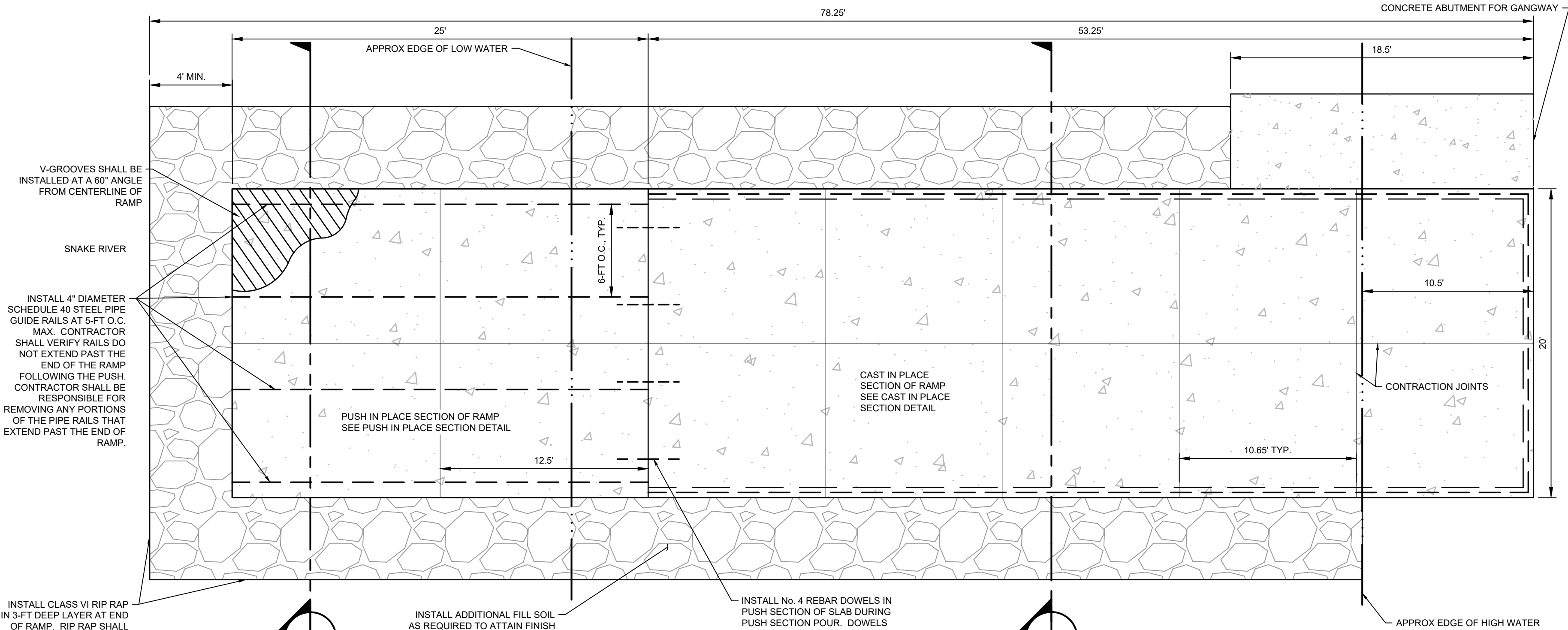
ONE INCH  
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INCH, SCALE ACCORDINGLY  
LAST UPDATED: 6/3/2024

SHEET NUMBER:

C-202



Plot Date: 6/3/2024 5:41 PM Plotted By: Erik Eyré  
Date Created: 2/2/2024 JUB: C:\CENTRAL\CLIENTS\CELEBRATION PARK\BOAT RAMP\DESIGN\CA\SHEET C-301.DWG



Know what's below.  
Call before you dig.

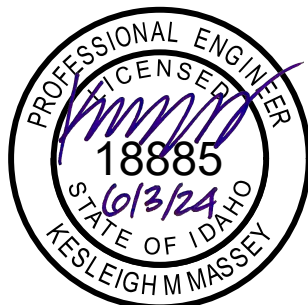
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ADVANCE BEFORE YOU DIG,  
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MARKING OF UNDERGROUND  
MEMBER UTILITIES



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REVISION	DESCRIPTION	BY	DATE

CELEBRATION PARK BOAT RAMP IMPROVEMENTS  
CANYON COUNTY

BOAT RAMP DETAILS

FILE: C-301
JUB PROJ. #: 10-24-007
DRAWN BY: KMM
DESIGN BY: KMM
CHECKED BY: SW
AT FULL SIZE, IF NOT ONE INCH, SCALE ACCORDINGLY
LAST UPDATED: 6/3/2024

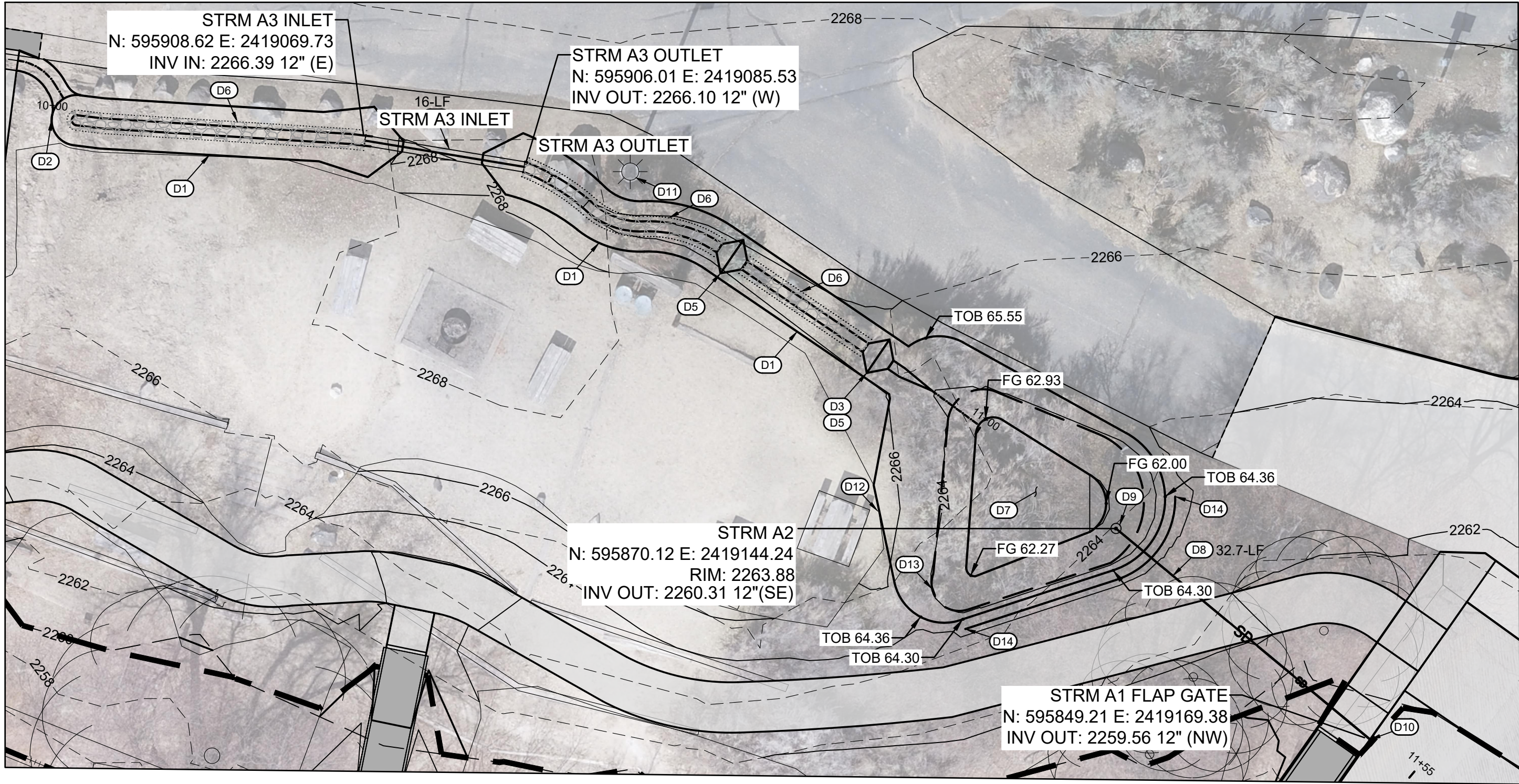
SHEET NUMBER:

C-301

Exhibit 1

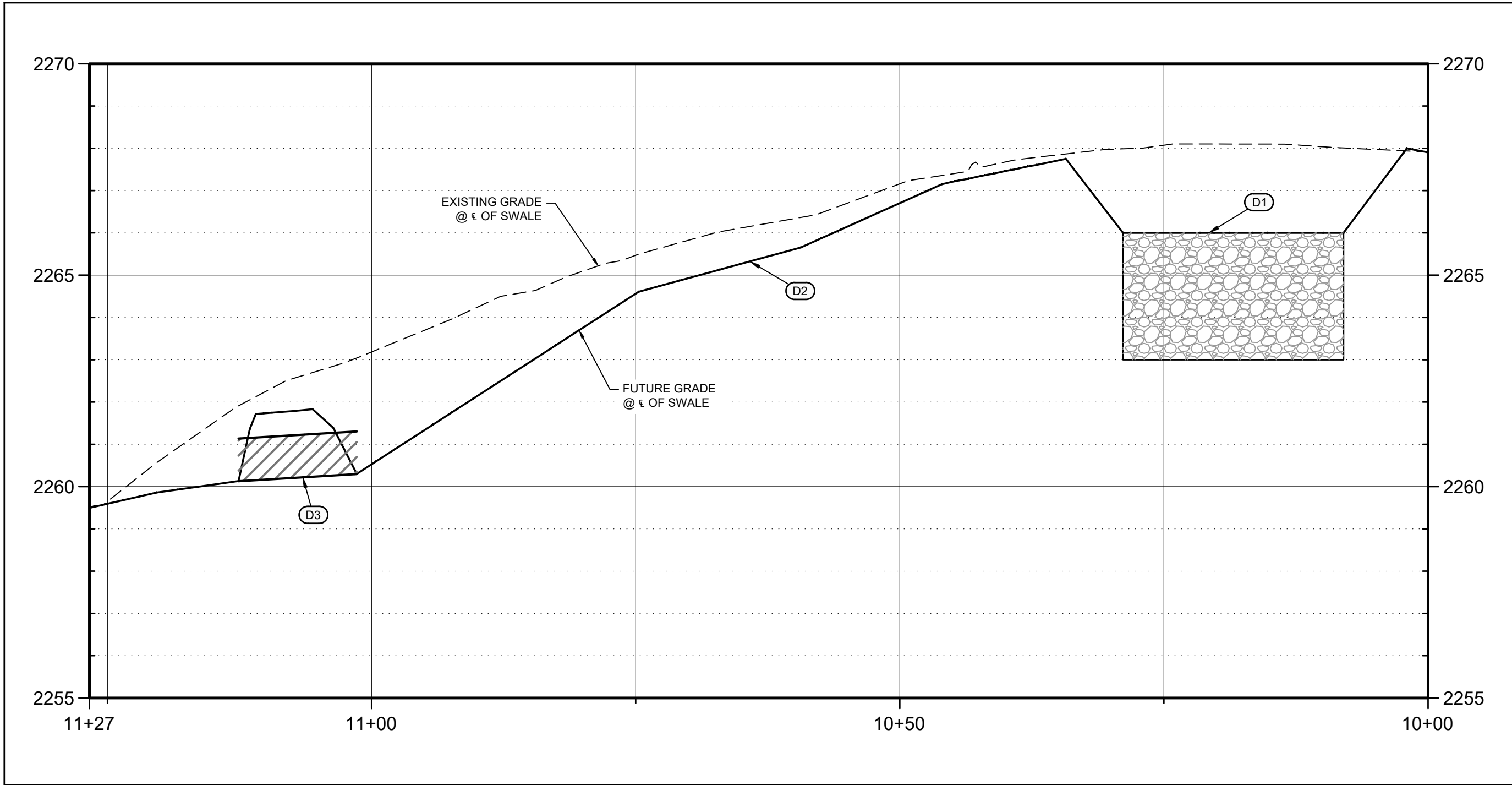
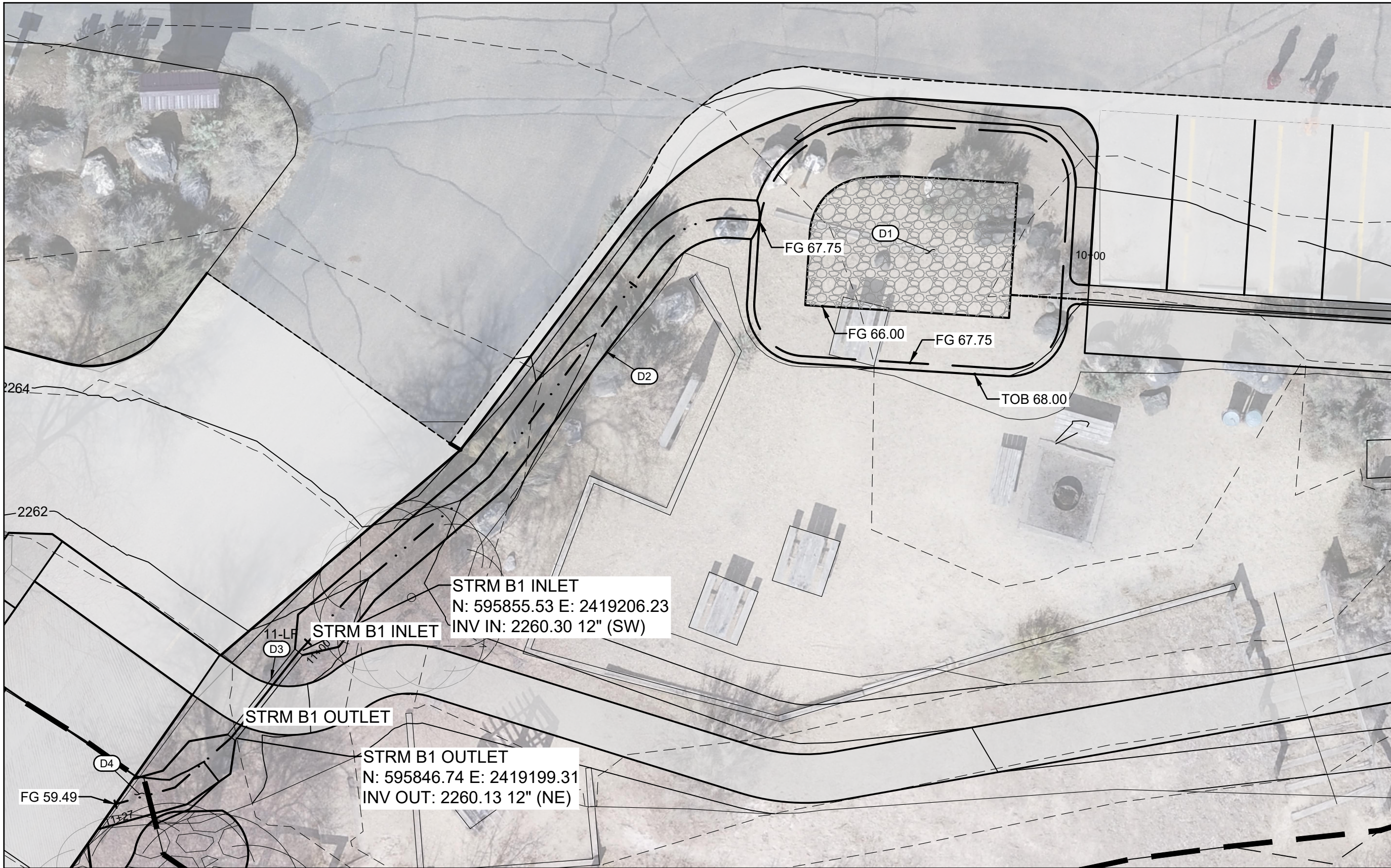


Plot Date: 6/3/2024 5:41 PM Plotted By: Erik Eyrre  
Date Created: 2/2/2024 JUB.COM\CENTRAL\Clients\CD\CANYONCOUNTY\PROJECTS\10-24-007 CELEBRATION PARK BOAT RAMP DESIGN\CAD SHEET C-301.DWG

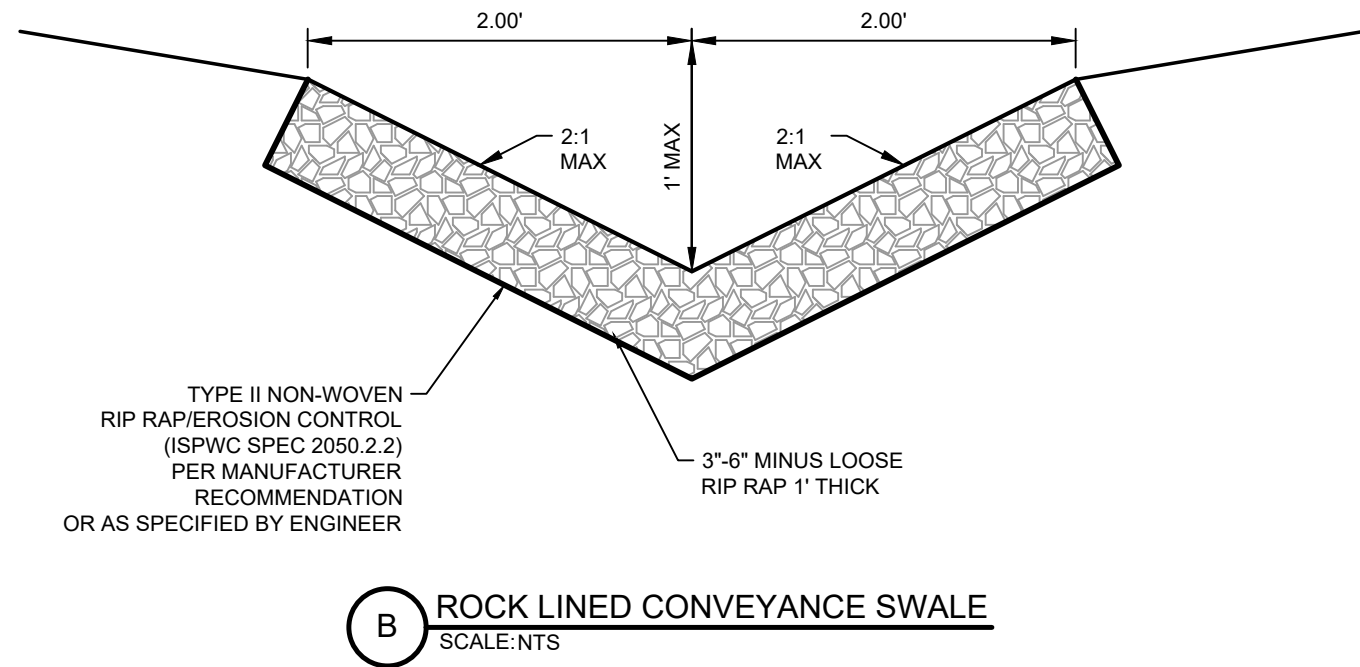
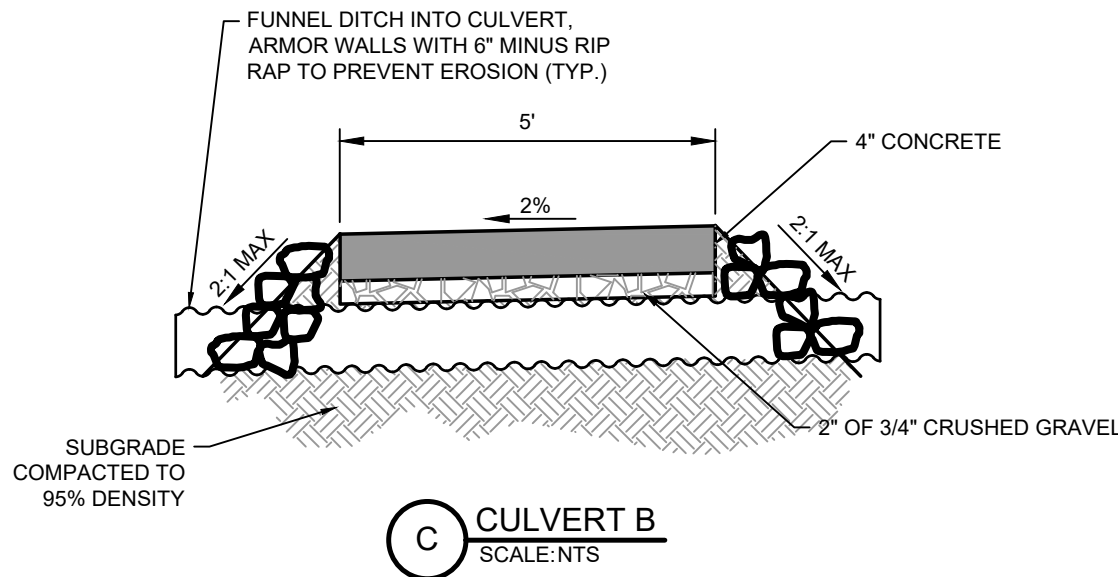
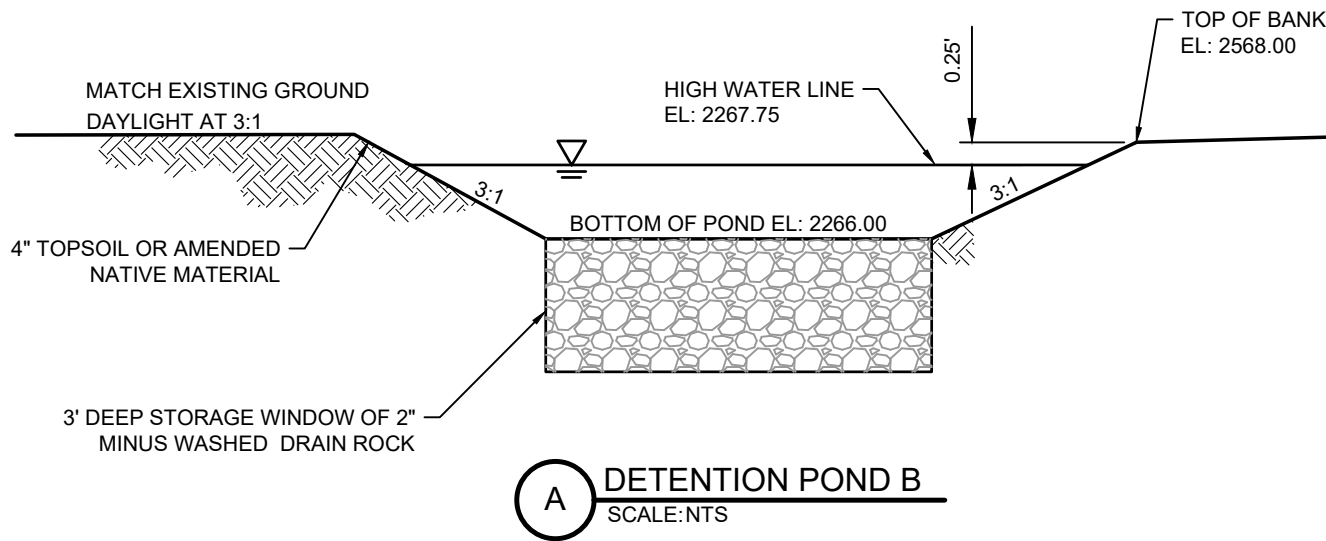




Plot Date: 6/3/2024 5:41 PM Plotted By: Erik Eyrre  
Date Created: 2/22/2024 JUB.COM\CENTRAL\Clients\ID\CANYONCOUNTY\PROJECTS\10-24-007 CELEBRATION PARK BOAT RAMP DESIGN\CAD\SHEET C-301.DWG



1 DRAINAGE SYSTEM B  
SCALE: 1" = 10' HORIZ, 1" = 2.5' VERT



#### DRAINAGE NOTES

- D1 DETENTION POND B
- D2 CONVEYANCE SWALE
- D3 12" CMP CULVERT B
- D4 FLAIR CONVEYANCE SWALE TO APRON  
OUTFALL, MATCH BOAT RAMP SURFACE
- D5 TRANSITION CURB RUNOFF INTO DETENTION  
POND D



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GRADE, OR EXCAVATE FOR THE  
MARKING OF UNDERGROUND  
MEMBER UTILITIES



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J-U-B ENGINEERS, INC.

2760 W. Excursion Ln.

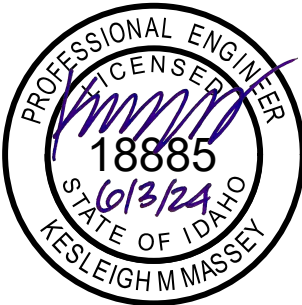
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REVISION		NO.	DESCRIPTION	BY	DATE
NO.	DESCRIPTION				

CELEBRATION PARK BOAT RAMP IMPROVEMENTS  
CANYON COUNTY

DRAINAGE SYSTEM B

FILE: C-301

JUB PROJ. #: 10-24-007

DRAWN BY: KMM

DESIGN BY: KMM

CHECKED BY: SW

AT FULL SIZE, IF NOT ONE  
INCH, SCALE ACCORDINGLY

LAST UPDATED: 6/3/2024

SHEET NUMBER:

C-303







1. The Contractor shall be familiar with the planting and sprinkler technical specifications -- failure to do so will not relieve the contractor of his responsibility to fulfill all requirements in said specifications.
2. Prior to any planting operations, the sprinkler system shall be fully operational and all planting areas shall be thoroughly moistened.
3. The planting plan is diagrammatic, and all plant locations are approximate. Plant symbols take precedence over plant quantities shown on the plans and in the Plant Material Schedule. The Contractor shall verify all plant quantities and notify the Engineer of any discrepancies between the quantities and the symbols shown. The Plant Materials Schedule is for the Contractor's convenience only.
4. No substitution of size, grade, variety or any species shall be permitted except by written permission of the Engineer. Upon receiving Notice to Proceed, the Contractor shall provide written proof that the specified plant material is available and has been secured or reserved specifically for this project. Obtain nursery stock and other plant materials from reliable and stable sources prior to order and delivery.
5. Final Grade Preparation
- A. The subgrade Material Shall be rough graded to plus or minus one tenth (+0.1) foot of the final rough grade, which will allow the Contractor to achieve final finished grade through the placement of the topsoil.
- B. Protect existing trees, shrubs, lawns, existing structures, fences, roads, sidewalks, paving, curb and gutter and other features during Construction.
- C. Protect above or below grade utilities. Contact utility companies to repair damage to utilities. Contractor shall pay all cost of repairs which he causes.
- D. Maintain all benchmarks, control monuments and stakes, whether newly established by surveyor or previously existing. Protect from damage and dislocation.
- E. Grading Intent: Spot elevations and contours indicated are based on the best available data. The intent is to maintain constant slopes between spot elevations.
- F. Conduct work in an orderly manner. Do not create a nuisance. Do not permit soil accumulation on streets or sidewalks. Do not allow soil to be washed into sewers and storm drains.
- G. Grade slopes to provide adequate drainage after compaction. Do not create water pockets or ridges. Use all means necessary to prevent erosion of freshly graded areas during construction until surfaces have been constructed and landscaping areas have taken hold.
- H. Grades shall be smooth, even, and maintain a consistent uniform slope. Grades with undulating surfaces will be rejected and require re-grading.
- I. The Contractor shall maintain a minimum of two (2) percent drainage away from all buildings, structures, and walls. Finished grades shall be smoothed to eliminate puddling or standing water.
- J. All finished grades shall be approved by the Engineer prior to installation of any plant materials.
6. All planting areas shall receive a minimum of four (4) inches of imported topsoil in turf areas and twelve (12) inches in planting beds. All topsoil used on this project shall meet the following criteria:
- A. pH:.....5.5 - 8.0
- B. EC (electrical conductivity):.....<2.0 mmhos per centimeter
- C. SAR (sodium absorption ratio):.....<3.0
- D. % OM (percent organic matter):.....2%
- E. Texture (particle size per USDA classification):
- I. Sand:.....<70%
- II. Silt:.....<70%
- III. Clay:.....<30%
- IV. Stone Fragments (gravels or any soil particle Greater than two (2) mm in size):.....<5% (by volume)
- V. Rocks > 1.5".....None
- In addition, the topsoil shall be fertile, friable, natural loam and shall be capable of sustaining vigorous plant growth. It shall be free of stones, lumps, clods of hard earth, plants or their roots, sticks, and other extraneous matter. The topsoil shall contain neither noxious weeds nor their seeds. It shall not be used for planting operations while in a frozen or muddy condition. An appropriate fertilizer may be used to provide needed nutrients for healthy and vigorous plant growth. Follow recommendation of topsoil report.
7. The following procedure shall be followed in placing all topsoil:
- A. All areas to receive topsoil which have a slope of less than ten (10) percent shall be cross-rippled to a depth of four (4) to six (6) inches.
- B. The surface of the subgrade shall be scarified to a depth of two (2) inches to provide a transition zone between the subgrade and the topsoil. Place the topsoil on the subgrade and fine grade to the final finished grade and topsoil depths as indicated on the drawings and in these notes.
- C. Any required soil amendments (i.e. organic matter, fertilizer, gypsum, etc.) shall be placed directly on the topsoil at the required rates and spread evenly over the planting area. The amendments shall then be thoroughly blended into the topsoil to a depth of four (4) inches. Where only a dry, granular fertilizer is to be added, it may be applied to the surface and raked in during the fine grading process.
8. The Contractor shall obtain a soil analysis from any authorized soil testing agency of any existing stockpiled or imported topsoil to be used on the project to verify that it conforms to the topsoil specifications. Test results shall include horticultural nutrient recommendations. The soil samples shall be obtained per the testing agency directions. Allow ten (10) working days to obtain test results. The costs for such testing shall be the responsibility of the Contractor. Prior to delivery of the imported topsoil to the site, the Contractor shall provide to the Engineer the name and location of the topsoil source, along with the certified soil analysis of the topsoil to be used. The analysis shall verify that the proposed topsoil meets the topsoil specifications, and is capable of supporting healthy plant growth.
9. After imported top soil has been delivered to the site, a second soils test may be required to verify that it is indeed the same soil as previously tested and designated for use in this project. No substitution of top soil shall be allowed without prior written authorization from the Engineer.
10. All plants used for this project shall conform to the following:
- A. Any inspection certificates required by law shall accompany each delivery of plants and such certificate shall be filed with the Engineer. All plants shall be subject to inspection and approval at the place of growth or upon delivery to the site for their quality, size, species, and variety. Such approval shall not impair the right of inspection and rejection at the site or during progress of work for size and condition of the plants, latent defects, or injuries. Any and all rejected plants shall be removed immediately from the premises by the Contractor. The Contractor shall make all replacements at his expense should he fail to comply in full with any of the specifications. Necessary replacements will be made as soon as weather conditions permit and all such plants replaced shall conform to all specifications herein.
- B. Plants shall be fresh and vigorous, of normal habit and growth, and free of disease, insects and insect eggs and insect larvae, weeds and weed seed. No heeled-in plants from cold storage shall be accepted except on approval by the Engineer prior to installation.
11. All plants shall be installed using the following procedures:
- A. Plants shall be generally located as indicated by the drawing. The Contractor shall stake out the location of all plants and planting areas, and no excavation or installation shall commence until such locations have been approved by the Engineers.
- B. All trees and shrubs shall be planted in pits as detailed in the planting details contained herein or as noted on the drawings. Tree and shrub pits shall be circular in outline, with a diameter at least two (2) times the diameter of the rootball of each plant to be installed. They shall be one to two and one half (1 - 2 1/2) inches shallower than the rootball depth. When the plant is properly placed in the plant pit, the root collar shall be at or approximately one (1) inch above finished grade. The sides of the plant pit shall be roughened, and not smooth or sculpted.
- C. Plant backfill mix shall be one hundred (100) percent native site soil.
- D. For container grown plants, remove the container and place the plant vertically in the plant pit, directly on undisturbed soil. The root crown or collar shall be at or approximately one (1) inch above the finished grade. Perennial plants and

menal grasses shall be planted with root collar at finished grade.

For balled and burlapped plants, place the plant vertically in the center of the pit, with the rootball resting on undisturbed soil. Cut and remove the wire basket and burlap or other wrapping material from the rootball. This may be done with the rootball in the pit. Any burlap or wire pieces underneath the rootball may be left in place if they cannot be removed. Do not fold the burlap over, but cut away as much as possible without disturbing the rootball. No burlap shall be pulled from under the rootball. Backfill the bottom one third (1/3) of the pit as the wire and burlap are removed. In all cases, maintain the integrity of the rootball.

Specified backfill material shall be carefully and firmly worked and tamped under and around the rootball to fill all voids. When backfilled and compacted to two thirds (2/3) the depth of the pit, thoroughly water with a hose to completely soak the roots and remove any air pockets.

The plant pit shall then be completely backfilled with the specified backfill mix and tamped well. A shallow watering basin or rain cup shall be formed around each plant. This basin will be equal in diameter to that of the original planting pit.

After planting, Remove all nursery stakes ties, and tags from all plants. Prune and remove any dead, damaged, or broken branches. Maintain side growth on all trees.

Contractor shall remove stakes and ties after one (1) full growing season from the time the tree was installed.

plants shall be thoroughly watered immediately after planting. This shall mean full and thorough saturation of all backfill the pits and beds during the same day of planting. Water shall be applied only by open end hose at very low pressure to avoid air pockets, injury to the plant, or washing away of backfill. When installed, watered, and fully settled, the plants shall be vertical. Subsequent watering shall be provided by the site's irrigation system. The Contractor shall ensure that all plants, especially trees, receive sufficient water to maintain healthy growth and vigor. Over-watering shall be avoided, and prolonged saturation of the soil around the trees shall be eliminated by appropriately controlling the irrigation circuit which provides water to that area.

plantings shall be irrigated using the existing irrigation system through the establishment period. Duration of the establishment period shall be determined by the Owner.

Mulch (see plant materials schedule and specifications for size requirements) shall be placed to a depth of three (3) inches top of the topsoil in all planting beds and over tree planting pits. The finished grade of the mulch shall be as follows:

- Two (2) inches below the surface or finished grade of any paving, mowstrips, or walks adjacent to the planting area.
- One (1) inch below top of metal edging.

At adjacent finished grade of the turf surrounding tree planting pits.

In tree pits, the mulch shall be kept six (6) inches away from the base of the tree.

Just prior to placement of the mulch, the Contractor shall treat the mulched areas with a pre-emergent herbicide according to the manufacturer's recommendations.

projects with grass seed, hydroseeding shall conform to the following general standards:

Wood fiber mulch shall be Echofiber or Conwed or equal, that is virgin wood fiber, free of growth-or germination-inhibiting substances. The mulch shall be air dried with not more than fifteen (15) percent moisture by weight. The total organic weight shall be a minimum of ninety eight (98) percent. Inorganic ash content shall be 0.7±0.2 percent. Water holding capacity shall be 1000G/100G (oven dried weight). The pH range shall be 4.0 - 6.0. The fiber length shall meet the following:

- I. Fifty (50) percent shall be at least 0.15 inches in length or longer.
- II. Fifty (50) percent shall be retained on the twenty eight (28) mesh screen.

The seed mix shall be as specified on the plans. Provide written certification that the seed conforms to Idaho seed law and is in compliance with Idaho State Department of Agriculture regulations.

The tackifier shall be M-Binder or Plantego or equal.

Application rates shall be as follows:

I. Wood fiber mulch.....	50 pounds (min.)/1,000 SF
II. Seed mix (see plans).....	(7 pounds/1,000 SF typ.)
III. Tackifier.....	100 pounds/Acre
IV. Fertilizer.....	7 - 8 pounds/1,000 SF
V. Water.....	92 gallons/1,000 SF

Pre-seed preparation and application of hydroseed mulch shall be as follows:

The wood fiber mulch, seed, tackifier, fertilizer, and water shall be mixed together in a hydroseeding machine having a capacity of at least two thousand (2,000) gallons to allow for homogeneous slurry which is thoroughly mixed and can be applied easily without clogging. The machine shall be mounted on a traveling unit which is either self-propelled or drawn by a separate unit. Equipment used in the hydroseeding process shall be thoroughly cleaned of all seed and other materials used in any previous hydroseeding process, prior to hydroseeding on this project.

The equipment shall have a built in agitation system and operating capacity sufficient to agitate, suspend, and homogeneously mix a slurry containing not less than fifty (50) pounds of organic mulching amendment plus chemical additives and solids for each one hundred (100) gallons of water.

The slurry shall be prepared at the site and its components shall be mixed to supply the rates of application as specified.

The slurry preparation shall begin by adding water to the tank when the engine is at one half (½) throttle. The engine throttle shall be open to full speed when the tank is one half (½) filled with water. All organic amendments, fiber, and chemicals shall then be added by the time the tank is two thirds (2/3) to three fourths (¾) full. At this time and not before, the seed mix shall also be added. Spraying shall commence immediately when the tank is full and the slurry is mixed.

Apply the hydroseed to form even appearing cover over the required areas. The slurry shall be applied in a downward drilling motion via a fan stream nozzle. It is important to ensure that all of the components enter and mix with the soil. Use only qualified and trained personnel to insure uniformity of the hydroseed applications.

The hydroseeding slurry components shall not be left in the hydroseed machine for more than two (2) hours in order to avoid seed deterioration.

Throughout the course of planting, excess and waste materials as well as excavated subsoil shall be continuously and promptly removed. All areas shall be kept clear and all reasonable precautions taken to avoid damage to existing structures, plants, and grass. When planting has been completed in an area, it shall be thoroughly cleaned of all debris, trash, subsoil, and waste materials. These shall be removed from the property and disposed of legally. All planting areas shall also be put away.

Substantial Completion shall be defined as the complete installation of all plant materials, staking, mulching, and other work on the project in its entirety. Substantial completion shall not be given on designated portions of a project.

At substantial completion of all planting work outlined in these plans, the Contractor shall contact the Engineer to arrange for a walk through to verify that all aspects of the work have been completed. Work must be fully completed (except for final clean-up) according to all plans, notes, and specifications and exhibit professional workmanship.

Notice by the Contractor shall be given, in writing, at least three (3) days in advance to the Owner's Representative and Engineer so that proper scheduling can be made for those who are to attend.

At the appointed time, an inspection of all plant materials, including staking and mulching, shall be made.

A list of uncompleted items (punch list) shall be generated by the Engineer and distributed to the Contractor and other involved parties within three (3) days of the substantial completion inspection. Each item on the punch list shall be corrected before the project will be approved and accepted by the Owner's representative. The Contractor will be back charged for time spent by the Owner and any consultants who have been brought to the site for a final inspection when the project is not ready for said inspection.

The Contractor shall be responsible for controlling all weeds within the area of construction disturbance. Weed control shall be required as part of the 2 year maintenance/establishment period. The contractor shall follow the local recommendations and codes for noxious weeds.

The Contractor shall submit a weed management plan for approval to owner prior to any planting activities. Weed management plan shall include:

- Expected target weed species
- Management techniques the Contractor will use
- Schedule for weed management methods

- D. Submit proof of pesticide application and certification.
24. Maintenance - Substantial Completion:
  - A. At substantial completion of all planting work outlined in these plans, the Contractor shall contact the County to arrange for a walk through to verify that all aspects of the work have been completed. Work must be fully completed (except for final clean-up) according to all plans, notes, and specifications and exhibit professional workmanship. Substantial completion shall be defined as the complete installation of all plant materials, staking, mulching, and other work on the project in its entirety. Substantial completion shall not be given on designated portions of the project.
  - B. Notice by the Contractor shall be given, in writing, at least three (3) days in advance to the Engineer so that proper scheduling can be made for those who are to attend.
  - C. At the appointed time, an inspection of all plant materials, including staking and mulching, shall be made.
  - D. A list of uncompleted items (punch list) shall be generated by the Engineer and distributed to the Contractor and other involved parties within three (3) days of the substantial completion inspection. Each item on the punch list shall be corrected before the project will be approved and accepted by the Engineer. The Contractor will be back charged for time spent by the Owner and any consultants who have been brought to the site for a final inspection when the project is not ready for said inspection.
25. Maintenance - Establishment Period:
  - A. The maintenance/establishment period shall begin one (1) day after the substantial completion inspection. The Contractor shall complete all punch list items during this period, maintain and operate the entire irrigation system, and properly care for plant material. Duration of the establishment period shall be determined by the Owner.
  - B. The Contractor shall maintain all plantings until the warranty period has ended. The warranty period shall be 2 years after plants have been installed. As part of the maintenance period, the seed mixes must be fully established. The seed mixes shall be considered fully established when respective plant stands come in uniform and thick with no bare or thin spots. No weeds shall be allowed in the seeded areas. If the seed mixes are hydroseeded, the Contractor must complete the hydroseeding by September 1. Any seed mix that is hydroseeded must be completely established before any other broadleaf, herbaceous plant materials can be installed. Prior to installing other plant materials (i.e. shrubs, trees, etc.), the establishment period for seed mixes shall be a minimum period of one-hundred and twenty (120) days after germination during the first growing season. During the 2-year maintenance and warranty period, the winter months shall be included as part of the time period. Minimal work shall be required during the winter months, but it is expected that the Owner and Contractor shall mutually determine when the Contractor shall return back to the site for continued maintenance of the site. The maintenance work required shall include but not be limited to the following:
    - I. Appropriate watering of all plant materials.
    - II. Weeding and removal of all weeds from groundcover and planting areas.
    - III. Replacement of any dead, dying, or damaged trees, shrubs, perennials, or groundcover.
    - IV. Adjusting of sprinkler head heights and watering patterns.
    - V. Filling and recompaction of eroded areas, along with any required reseeded and/or replanting.
    - VI. The upland native grass shall be mowed two times (2) during the landscape season. One time (1) immediately after the grass has gone to seed, and one time (1) right before the winter season.
    - VII. Weekly removal of all trash, litter, clippings, and all foreign debris.
    - VII. At thirty (30) days after planting, a balanced fertilizer (16-16-16) shall be applied to the seeded areas at a rate of one half (½) pound of nitrogen per one thousand (1,000) square feet.
    - IX. At intervals of sixty (60) days after the first application of fertilizer to the grass, apply a balanced fertilizer (16-16-16) at a rate of one half (½) pound of nitrogen per one thousand (1,000) square feet until the seed is established.
26. Guarantee - The Contractor shall guarantee the plant materials as follows:
  - A. All shrubs and groundcovers shall be guaranteed by the Contractor as to growth and health for a period of two (2) years after installation of the plant material.
  - B. All trees shall be guaranteed by the contractor to thrive and grow in an acceptable upright position for a period of two (2) years after the installation of the plant material.
  - C. The Contractor shall, within fifteen (15) days after receiving written notification by the Owner, remove and replace all guaranteed plant materials which die or become unhealthy or appear to be in a badly impaired condition at any time during the guarantee period. Any plants that settle below or rise above the desired finished grade shall also be reset to the proper grade.
  - D. All replacements shall be plants of the same kind, size, and quality as originally specified in the "plant list" and they shall be furnished, planted, staked, and maintained as specified herein at no additional cost.
  - E. During the 2-year period the Contractor will be responsible for plants destroyed or lost due to occupancy of the project, vandalism on the part of others, or improper maintenance or lack thereof. After the 2-year warranty and maintenance period, the contractor will no longer be responsible for the plants at all and full responsibility shall be turned over to the Owner.
  - F. After one (1) year and an inspection of the plant materials by the Engineer, the Contractor shall remove all tree stakes. This period of time shall be approximately 1 year after initial planting.
    - I. Stakes shall be removed by first cutting the ties securing the tree to stakes and secondly pulling stakes or guys out of the ground.
    - II. Stakes shall not be broken off above, at, or below ground levels but removed completely.
  - G. At the conclusion of the guarantee period, approximately two (2) years after installation, a final inspection of all planting included in this contract shall be made by the Engineer. At that time any plant found to be unhealthy, broken, damaged, or otherwise in an impaired condition shall be noted. Plants so noted shall be removed immediately from the site by the Contractor and replaced by him, as specified under this section, with plants of like kind and size in the manner previously specified for the original planting without extra compensation.
  - H. Upon satisfaction that the Contractor has completed all punch list items, the irrigation system is fully and completely functional, and the required As-Built drawings, mylars and maintenance manuals have been submitted, the Owner shall accept the project.
  - I. An official letter of final acceptance shall be prepared and issued by the Owner to the Contractor, designer, and the Engineer. Upon final acceptance of the project by the Engineer, the Owner shall assume full responsibility for the project.

SITE SPECIFIC LANDSCAPE NOTES:

1. MIX SEED ACCORDING TO SEEDING APPLICATION RATES FOUND IN THE SEED SCHEDULES. SEEDING SHALL OCCUR IN FALL PRIOR TO FREEZING TEMPERATURE, SHALL BE LIGHTLY RAKED INTO SOIL TO HELP DISCOURAGE BEING FED ON BY BIRDS
2. ON SLOPED AREAS ABOVE AN BELOW DECKING AND 3' OUT FROM DECKING EDGES, APPLY SEED MIX TO THE ENTIRE TO DISTURB AREA INCLUDING THE AREAS IN BETWEEN ROCK STRUCTURES. NO SEED IS NEEDED ON THE UNDER OR WITH IN 3' OF DECK.
3. CONTRACTOR TO INSTALL WEED CONTROL FABRIC WITH A 3" DEPTH OF  $\frac{3}{8}$ " MINUS CRUSHED ROCK UNDER DECKING AND 3' OUT FROM EDGE OF DECKING FOR MAINTENANCE PURPOSES. ROCK COLOR TO MATCH ADJACENT EXISTING SOIL AS CLOSE AS POSSIBLE (LIGHT TAN IN COLOR), SUBMIT ROCK SAMPLE TO OWNER FOR APPROVAL PRIOR TO ORDERING ROCK.
4. PRECISE LOCATION OF PLANTS MAY BE ADJUSTED TO ACCOMMODATE ROCK/BOULDER PLACEMENT AND SUBSEQUENT PLANTING POCKETS. SEEK ENGINEER'S APPROVAL OF FINAL PLACEMENT PRIOR TO INSTALLATION.
5. HERBACEOUS PLANTS AND SHRUBS LOCATED IN STORM WATER BMP BIO-SWALES AREAS MAY BE INSTALLED AT ANY TIME (PROVIDED THAT THE SITES HAVE BEEN PROPERLY PREPARED ACCORDING TO LANDSCAPE ARCHITECTS DETAILS.
6. HERBACEOUS PLANTS AND SHRUBS LOCATED ANYWHERE ELSE AROUND THE DECKING AREAS MAY ONLY BE INSTALLED IN THE FALL. THIS ALLOWS FOR THE OVER WINTERING FOR A LONGER ROOT ESTABLISHMENT PERIOD. SOME PLANTS MAY NEED TEMPORARY IRRIGATION UNDER ROOTS SYSTEM HAS ESTABLISHED.




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CELEBRATION PARK BOAT RAMP IMPROVEMENTS  
CANYON COUNTY

## LANDSCAPE NOTES

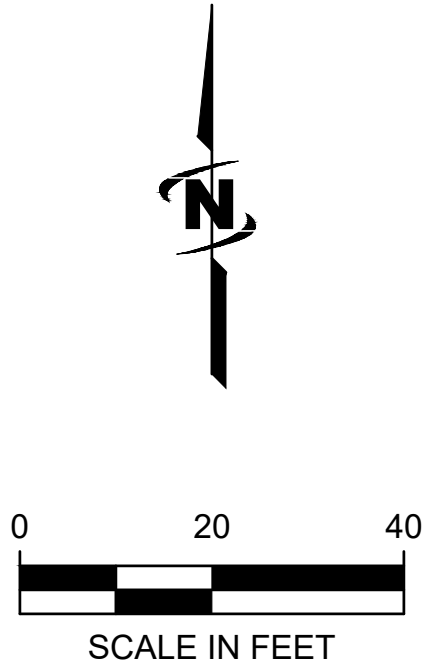
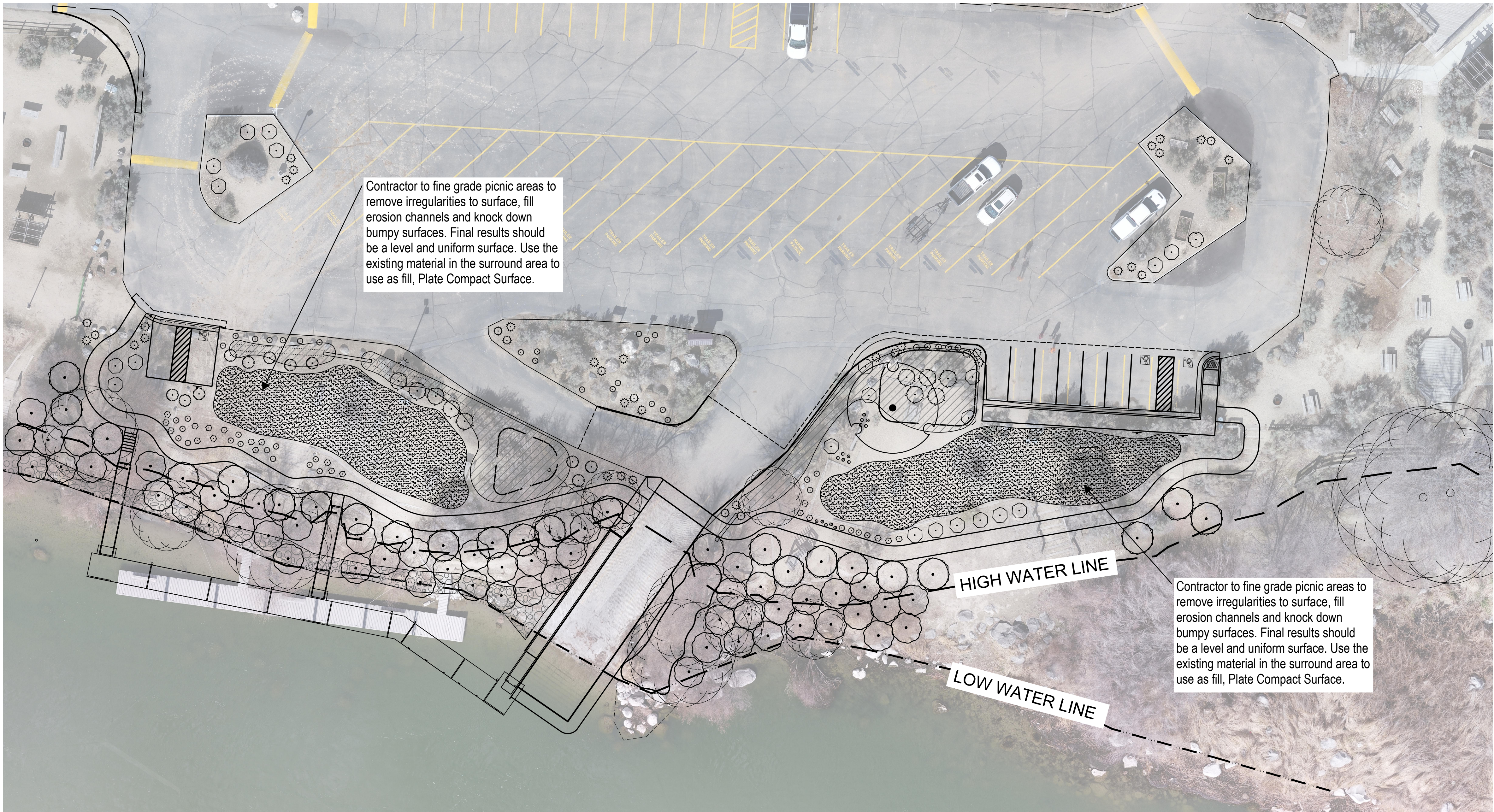
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CHECKED BY: SW  
  
AT FULL SIZE, IF NOT ONE  
INCH, SCALE ACCORDINGLY  
LAST UPDATED: 6/3/2024


SHEET NUMBER:

L-001



Plot Date: 6/3/2024 4:07 PM Plotted By: Danny Fullmer  
Date Created: 6/3/2024 JUB.COM\CENTRAL\CLIENTS\CANYONCOUNTY\PROJECTS\10-24-007 CELEBRATION PARK BOAT RAMP DESIGN CAD SHEET L-10X.DWG



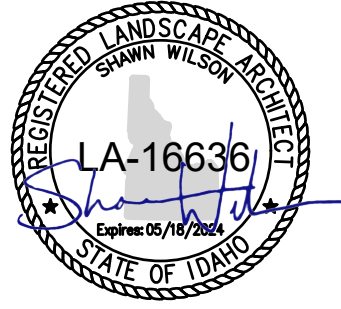


J-U-B ENGINEERS, INC.

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Meridian, ID 83642

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NO.	REVISION	DESCRIPTION	DATE

NATIVE SEED MIX		
BOTANICAL NAME	COMMON NAME	QUANTITY LBS/ACRE
PLEURAPHIS JANESII	GALLETTA GRASS	3 LBS.
AGROPYRON FRAGILE 'VAVILOV-II'	SIBERIAN WHEATGRASS	6 LBS.
ELYMUS WAWAWAIENSIS 'SECAR'	SNAKE RIVER WHEATGRASS	6 LBS.
POA SECUNDA 'SANDBERGII'	SANDBERG BLUEGRASS	0.75 LBS.
FESTUCA OVINA	SHEEP FESCUE	3 LBS.
BOUTELOUA GRACILLIS	BLUE GRAMMA	3 LBS.
WESTERN YARROW	ACHILLEA MILLEFOLIM CAR. OCCIDENTALIS	0.25 LBS
WYOMING BIG SAGEBRUSH	ARTEMISIA TRIDENTATA SPP. WYOMINGENSIS	0.25 LBS
RUBBER RABBITBRUSH	ERICAMERIA NAUSEOSA	0.50 LBS
LEWIS FLAX	LINUM LEWISII	0.5 LBS

SYMBOL	CODE	QTY	BOTANICAL / COMMON NAME	CONT
TREES				
	CL	1	Celtis laevigata reticulata Netleaf Hackberry	2" CAL
	SE	52	Salix exigua Coyote Willow	Pole Cutting
SHRUBS				
	AS	10	Amelanchier alnifolia 'Regent' Regent Serviceberry	5 gal
	AF	5	Artemisia frigida Fringed Wormwood	1 gal
	AT	11	Artemisia tridentata tridentata Big Basin Sagebrush	1 gal
	EN	21	Ericameria nauseosa Rubber Rabbitbrush	1 gal
	PC	24	Prunus virginiana melanocarpa Chokecherry	5 gal
	PT	1	Purshia tridentata Antelope Bitterbrush	5 gal
	YI	39	Yucca filamentosa 'Ivory Tower' Ivory Tower Adam's Needle	1 gal
PERENNIALS				
	AM	40	Achillea millefolium Common Yarrow	1 gal
	GA	15	Gaillardia aristata Blanket Flower	1 gal
	LL	20	Linum lewisii Lewis Flax	1 gal
GROUND COVERS				
	NS	2,428 sf	Native Seed Mix	Hydroseed
	RR	1,356 sf	Rip Rap Armoring (12")	N/A
	PA	4,621 sf	Picnic Area Ground Surfacing	N/A

NOTE:

- ALL SEED MIXES SHALL BE SOURCED THROUGH A LOCAL SEED SUPPLIER AND APPROVED BY THE OWNER.
- SEED RATES FOR ALL MIXES SHALL BE AT A RATE OF LBS/ACRE. TOTAL SQUARE FOOTAGE SHOWN IN PLANTING SCHEDULE IS APPROXIMATE. CONTRACTOR SHALL CALCULATE ACTUAL ACREAGE FOR EACH SEED MIX ACCORDING TO PLANS AND ACTUAL AREAS DISTURBED DURING CONSTRUCTION.



Know what's below.  
Call before you dig.

CALL 2 BUSINESS DAYS IN  
ADVANCE BEFORE YOU DIG,  
GRADE, OR EXCAVATE FOR THE  
MARKING OF UNDERGROUND  
MEMBER UTILITIES

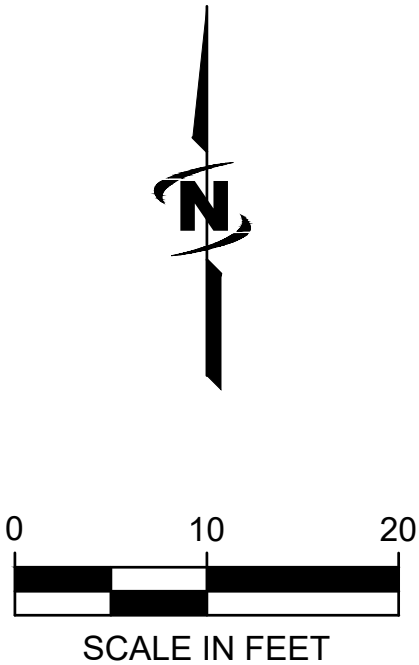
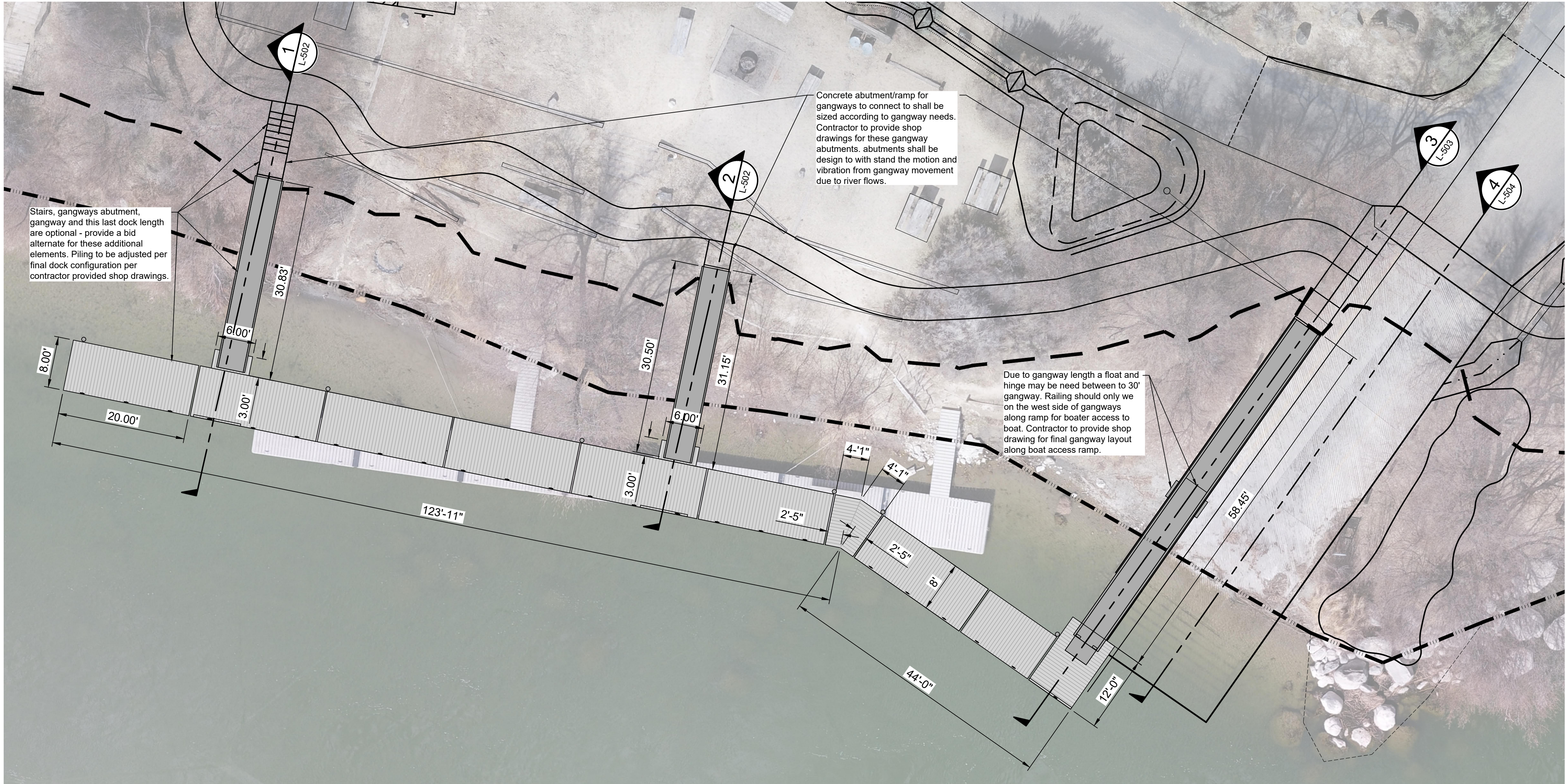
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DESIGN BY: AH			
CHECKED BY: SEW			
AT FULL SIZE, IF NOT ONE INCH, SCALE ACCORDINGLY			
LAST UPDATED: 6/3/2024			
SHEET NUMBER:			
L-101			

CELEBRATION PARK BOAT RAMP  
CANYON COUNTY, IDAHO

PLANTING PLAN

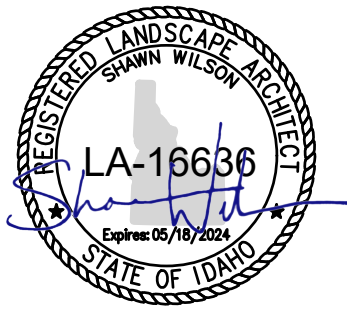


Plot Date: 6/3/2024 4:08 PM Plotted By: Danny Fullmer  
Date Created: 6/3/2024 J:\JUB\CENTRAL\CLIENTS\IDAHO\CANYONCOUNTY\PROJECTS\10-24-2027 CELEBRATION PARK BOAT RAMP DESIGN\CAD\SHEET L-50X.DWG



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Meridian, ID 83642  
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NO.	DESCRIPTION	NO.	DESCRIPTION	NO.	DESCRIPTION

## CELEBRATION PARK BOAT RAMP CANYON COUNTY, IDAHO

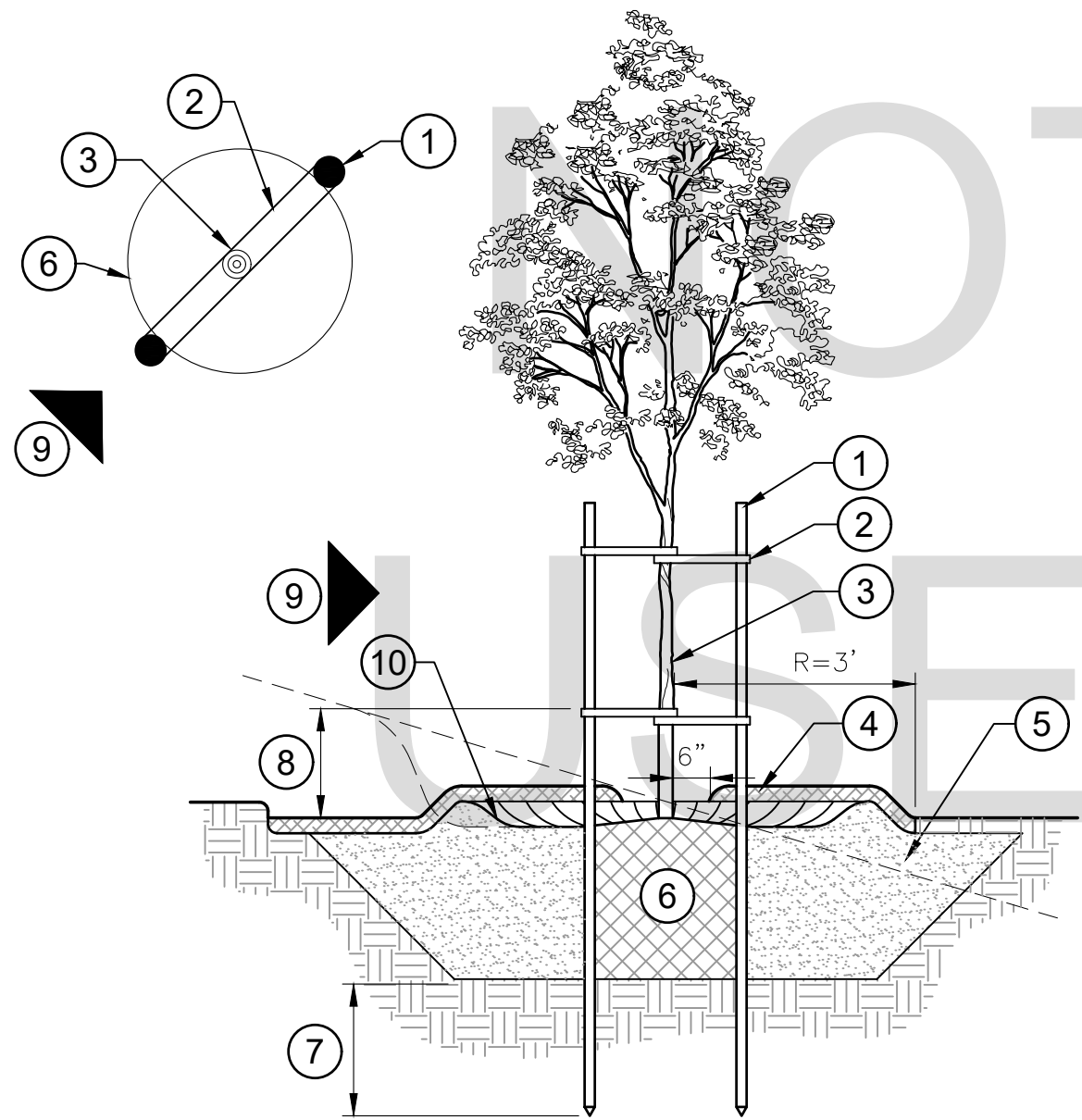
### DOCK DESIGN INTENT LAYOUT AND NOTES

FILE: L-50X  
JUB PROJ. #: 10-24-007  
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DESIGN BY: ###  
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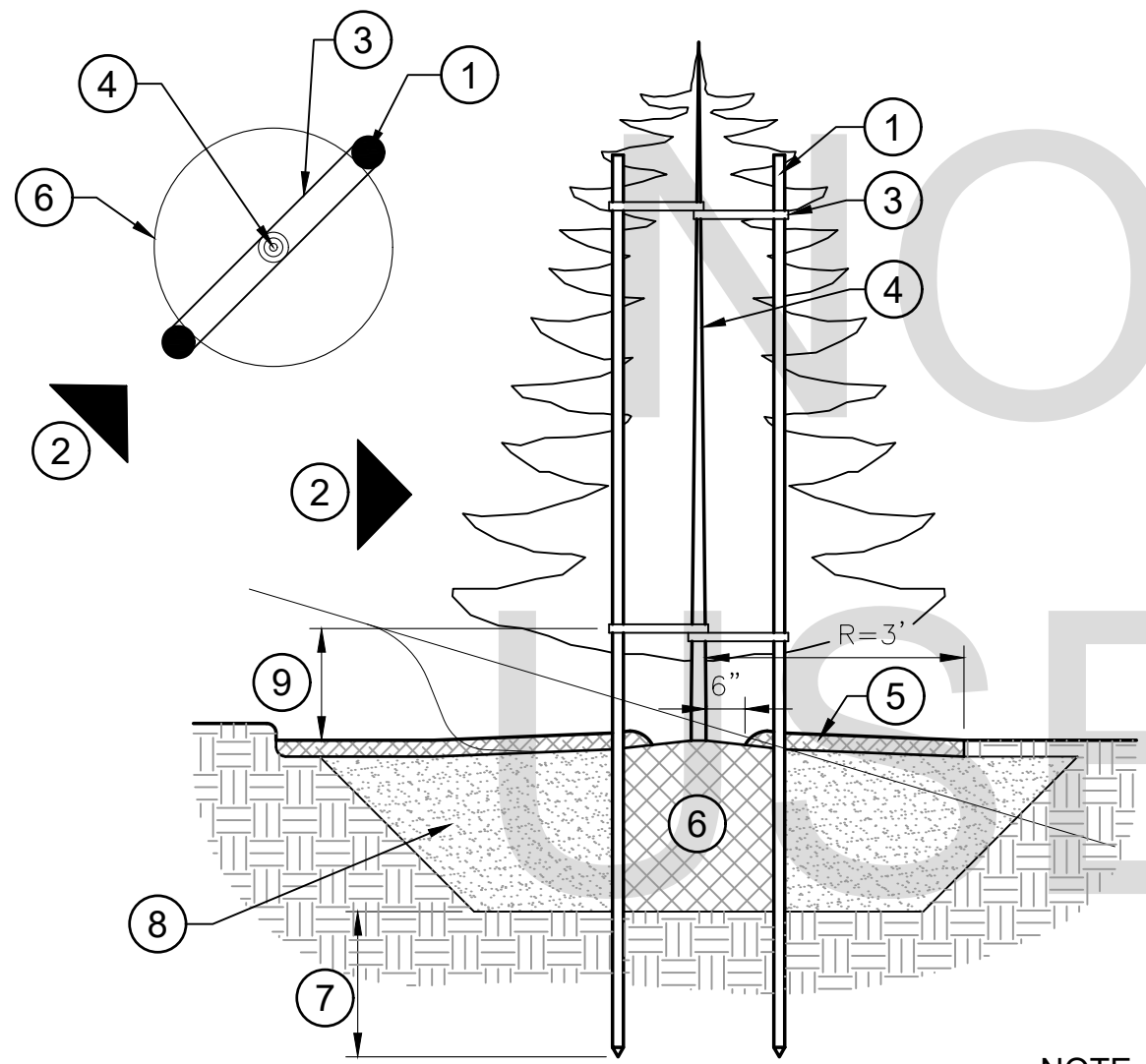
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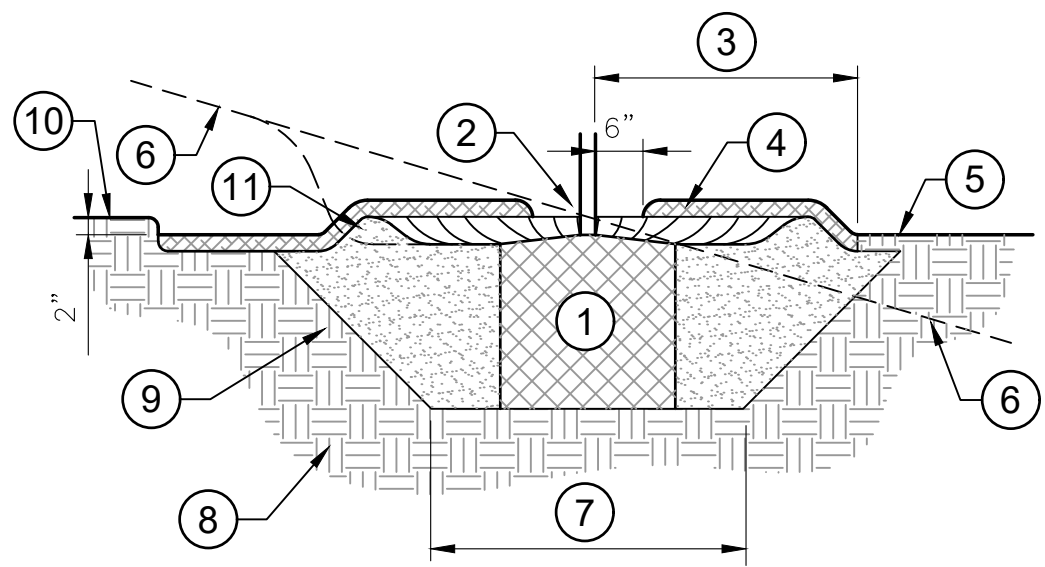




1 DECIDUOUS TREE STAKING W/ WATERING BASIN  
NTS

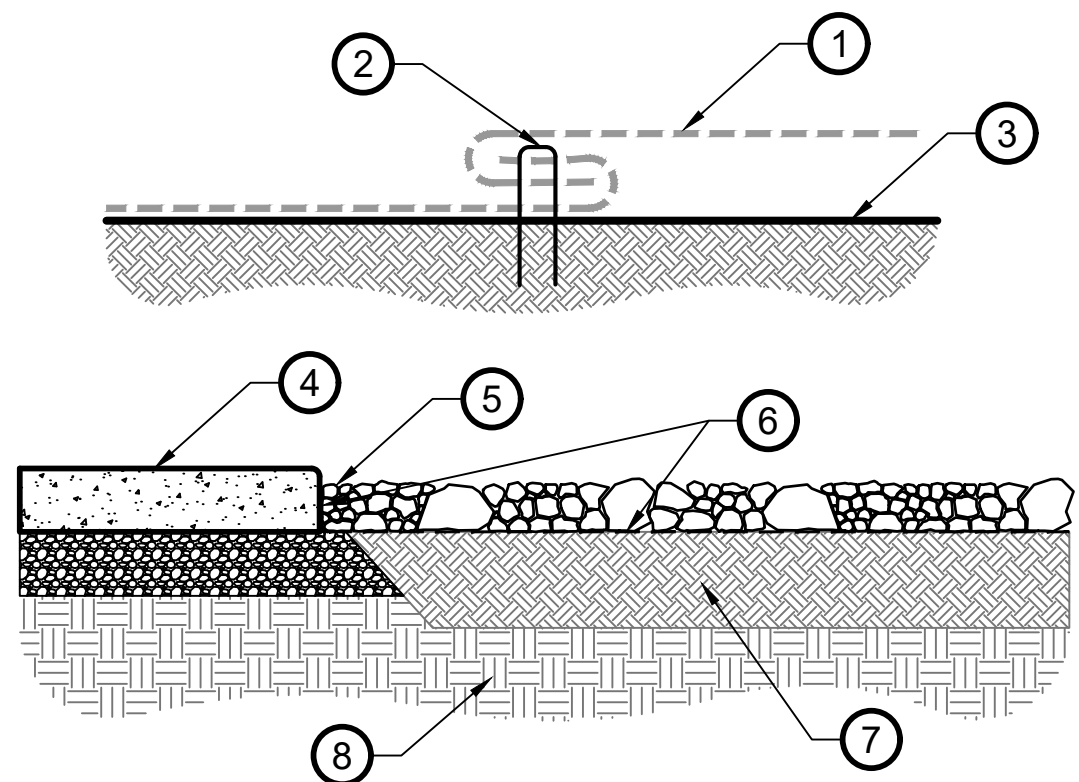


2 EVERGREEN TREE STAKING  
NTS



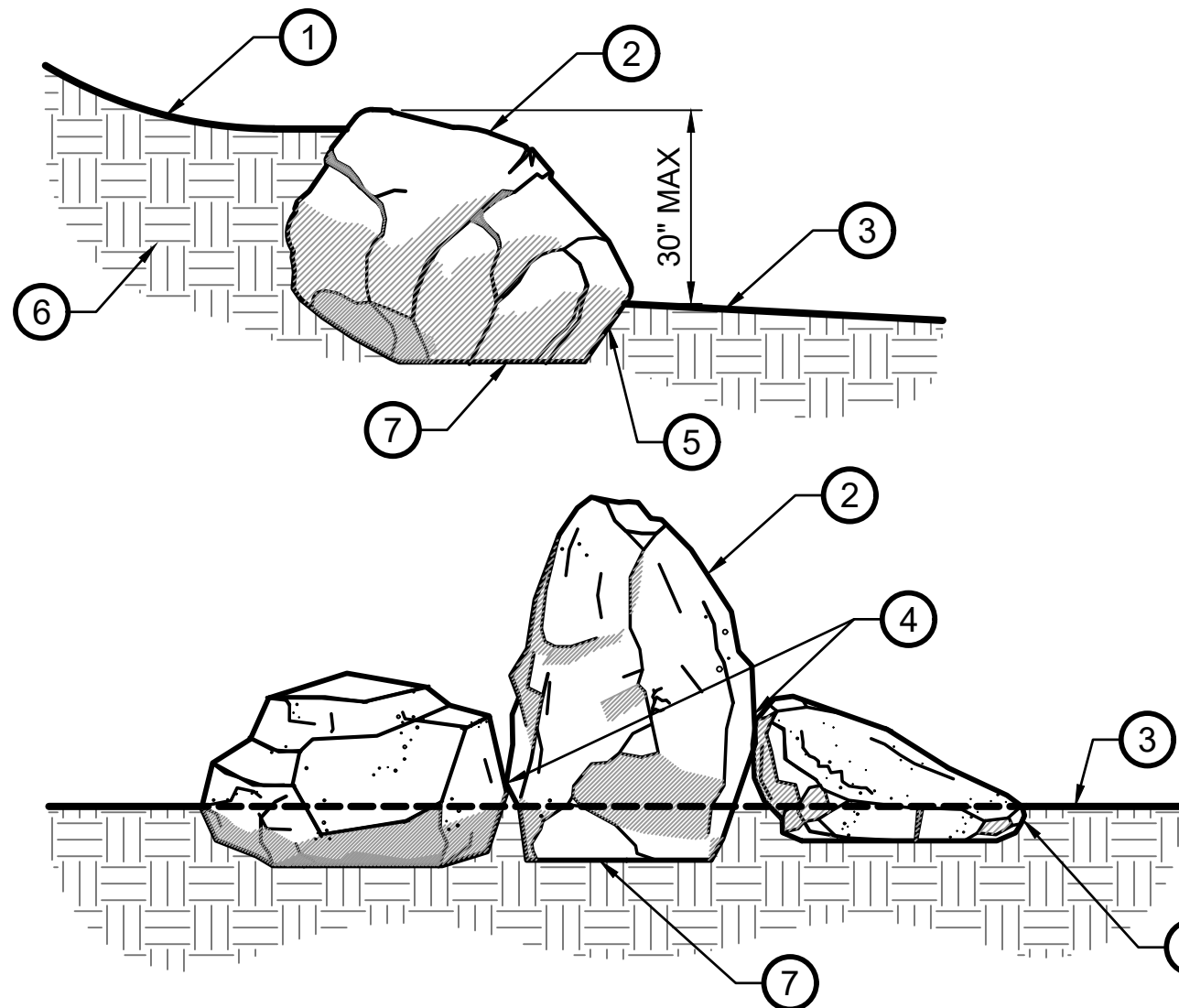
4 TREE/SHRUB PLANTING W/ WATERING BASIN  
NTS

WEED FABRIC STAPLE NOTE:  
INSTALL 6" SOIL STAPLE IN WEED BARRIER FABRIC AT 5' O.C. TRIANGULAR SPACING. INSTALL 6" SOIL STAPLES ALONG ALL EDGES 3' O.C. INSTALL 6" SOIL STAPLE AT 12" O.C. ALONG ALL WEED BARRIER FABRIC SEAMS. OVERLAP FABRIC MIN. OF 6" AT ALL SEAMS AS SHOWN.



7 ROCK MULCH AND FABRIC DETAIL  
1" = 1'-0"

MUN-CPBR-27

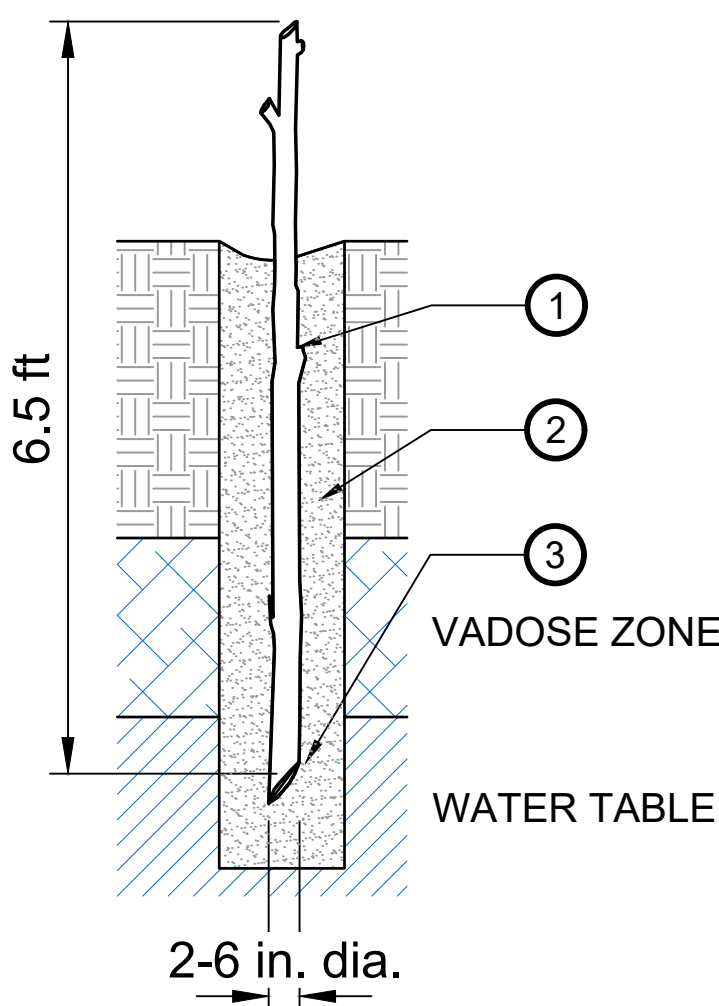


5 BOULDER PLACEMENT DETAIL  
1" = 1'-0"

MUN-CPBR-25

NOTES:

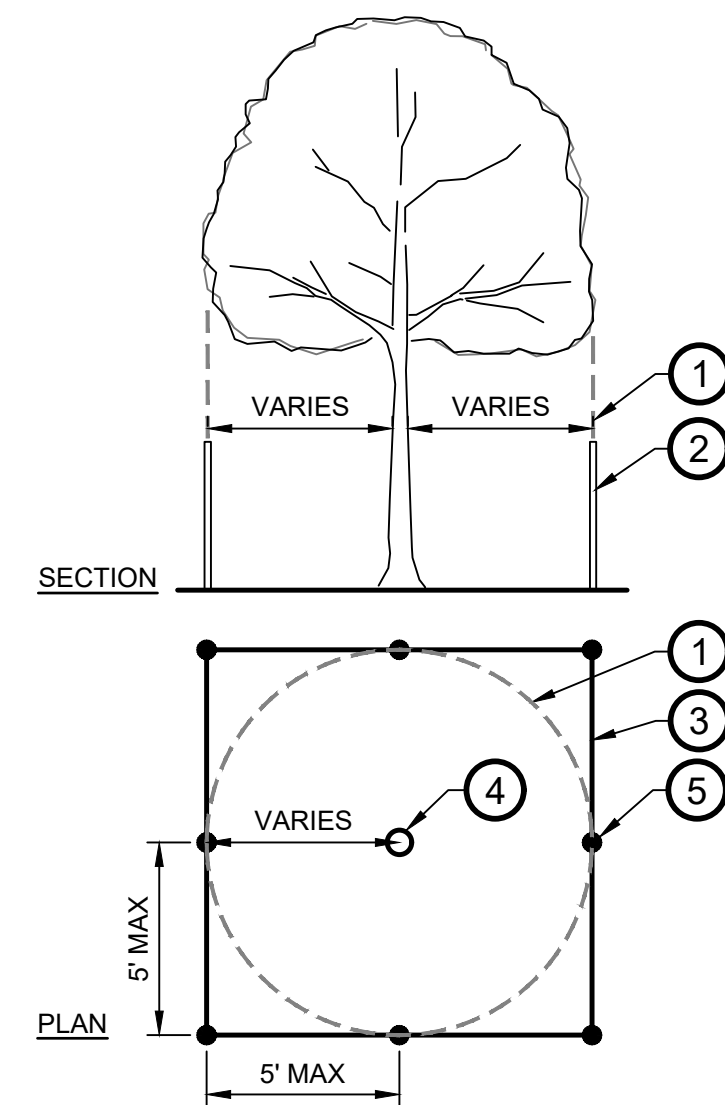
- POLES SHALL BE HARVESTED WHILE THE PLANT IS DORMANT IN JANUARY AND FEBRUARY AND PLANTED IN THE SPRING.
- PLANT POLES USING CONSTRUCTION STINGER 10-20 FT. ON CENTER.
- WILLOW POLE CUTTINGS ARE LONGER AND HAVE A LARGER DIAMETER THAN BRANCH CUTTINGS OR LIVE STAKES.
- POLES TO BE SOURCED BY LOCAL SUPPLIER APPROVED BY OWNER. LARGER DIAMETER CUTTINGS HAVE A GREATER SUPPLY OF STORED ENERGY AND HIGHER GROWING SUCCESS RATES THAN SMALLER DIAMETER CUTTINGS.



8 WILLOW POLE PLANTING  
NTS

- CONTACT ALEX EELLS (OUTDOOR RECREATION PLANNER) OR NICOLE SCHWEND (DIRECTOR, CANYON COUNTY PARKS, CULTURAL & NATURAL RESOURCES) PRIOR TO COMMENCING ANY WORK ON SITE AND FOR COORDINATION AND APPROVAL OF SOIL REMOVAL, TREE AND VEGETATION PROTECTION ZONE, ANY ARTIFACTS FOUND DURING EXCAVATION, AND STORAGE OF SIGNAGE MATERIALS, OFFICE (208-454-6884)
- TREE PROTECTION PRACTICES INCLUDE ESTABLISHING THE TREE PROTECTION ZONE (TPZ) PER DETAIL AND SPECIFICATIONS.
- TREE PROTECTION FENCING OR OTHER APPROVE BARRIER TO BE INSTALLED AND APPROVED BY STAFF PRIOR TO ANY CONSTRUCTION WORK ON SITE.
- ANY ADJUSTMENT OR MOVEMENT OF TREE PROTECTION FENCING REQUIRES APPROVAL FROM COUNTY PARKS STAFF.
- ABSOLUTELY NO LIMBING OR TRIMMING OF TREES BY CONTRACTOR IS ALLOWED. CONTRACTOR SHALL CONTACT OWNER IF ANY TREE TRIMMING IS REQUIRED. OWNER WILL PERFORM ANY REQUIRED TRIMMING OF TREES.
- THERE WILL BE NO DIGGING, TRENCHING, GRADING, DRIVING, OR STORING OF MATERIALS OR EQUIPMENT IN THE THROUGH THE ROOT ZONE OF ANY TREE TO REMAIN.
- NO EQUIPMENT INSIDE THE TPZ. IF SPECIAL PROVISION FOR EXCAVATION IS APPROVED BY OWNER, IT SHALL BE DONE BY HAND OR A SOIL VACUUM.
- ROUTE UTILITIES (INCLUDING IRRIGATION TRENCHES) AROUND DRIP ZONE OF TREES TO BE PROTECTED. SHOULD UTILITIES NEED TO CROSS THROUGH THE DRIP LINE OF A TREE TO BE PRESERVED, USE TUNNELING OR BORING, ONLY AFTER COORDINATION AND APPROVAL BY OWNER. NO ROOTS LARGER THAN 4" IN DIAMETER WILL BE CUT. ALL ROOTS WILL BE CUT CLEANLY WITH A SAW. IN SITUATIONS WHERE A ROOT HAS BEEN DAMAGED, IMMEDIATELY CONTACT USU ARBORIST FOR DIRECTION.
- TREES SHALL NOT BE USED TO SUPPORT ANY SCAFFOLDING, SIGNS, TEMPORARY UTILITY, OR ANY OTHER DEVICE. IF DAMAGE OCCURS TO A PROTECTED TREE, IMMEDIATE CONTACT SHALL BE MADE WITH THE OWNER.
- DO NOT CHANGE THE SOIL GRADE BY CUTTING OR FILLING IN THE TPZ.
- CONTRACTOR SHALL COORDINATE WITH OWNER WHO WILL BE RESPONSIBLE FOR WATERING OF ALL EXISTING TREES TO REMAIN.
- CONTRACTOR SHALL INDICATE THE INDIVIDUAL WHO IS RESPONSIBLE TO ENFORCE TREE PROTECTION REQUIREMENTS AS SET FORTH IN THE DRAWINGS, NOTES, DETAILS, AND SPECS. TREE PROTECTION IN ADDITION TO WHAT IS SHOWN ON THE PLAN MAY BE REQUIRED.
- CONTRACTOR IS RESPONSIBLE TO ENSURE TREES ARE PROPERLY PROTECTED AND MAINTAINED THROUGHOUT CONSTRUCTION. DAMAGED OR DEAD TREES WILL BE REPLACED IN KIND (SIZE, SPECIES, ETC) OR AS INDICATED IN THE SPECS.

00 TREE PROTECTION & PRESERVATION NOTES  
NTS



6 TREE PROTECTION ZONE  
NTS

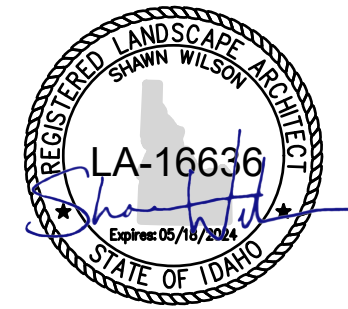


CALL 2 BUSINESS DAYS IN  
ADVANCE BEFORE YOU DIG,  
GRADE, OR EXCAVATE FOR THE  
MARKING OF UNDERGROUND  
MEMBER UTILITIES



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CELEBRATION PARK BOAT RAMPS  
CANYON COUNTY, IDAHO

SITE & LANDSCAPE DETAILS

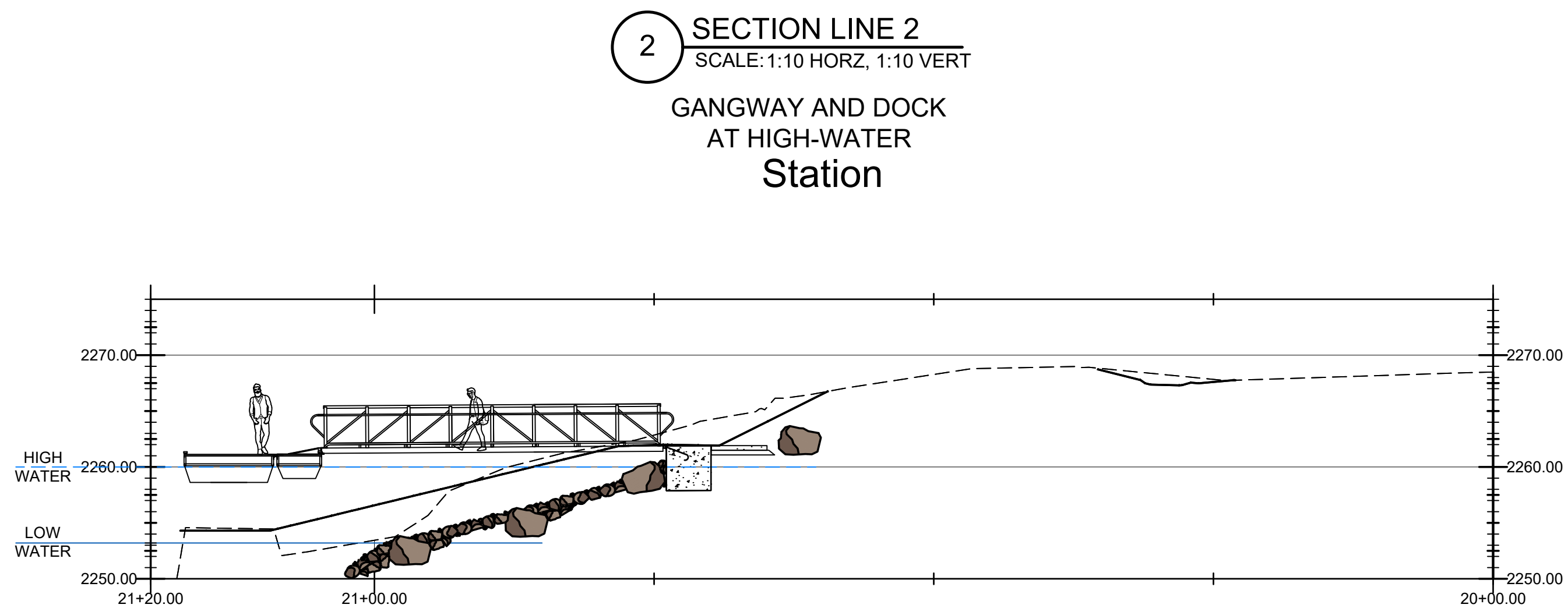
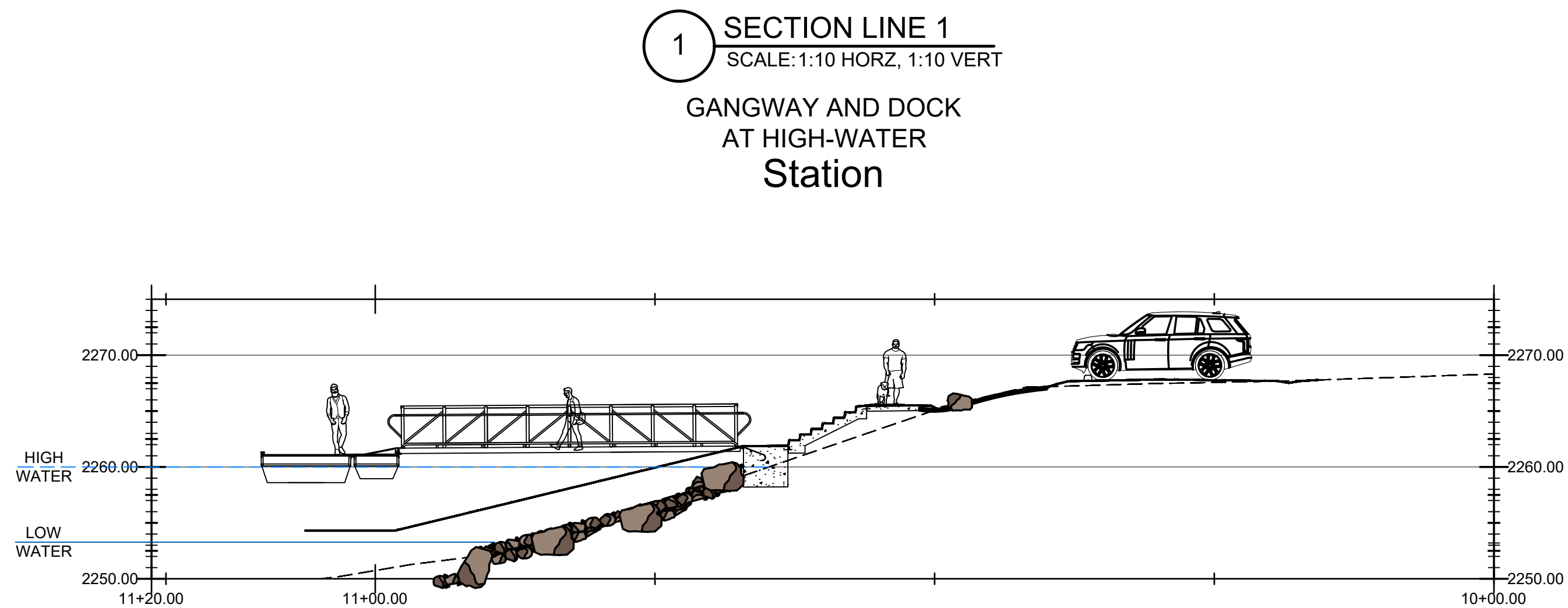
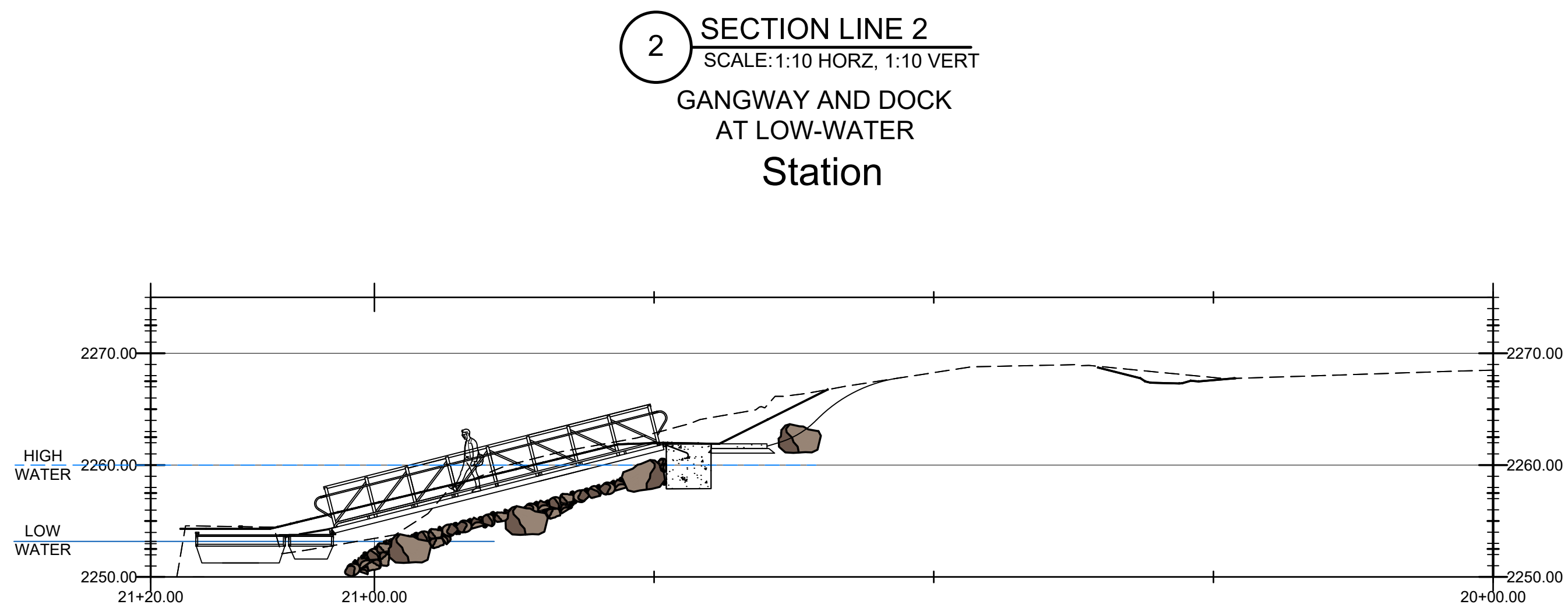
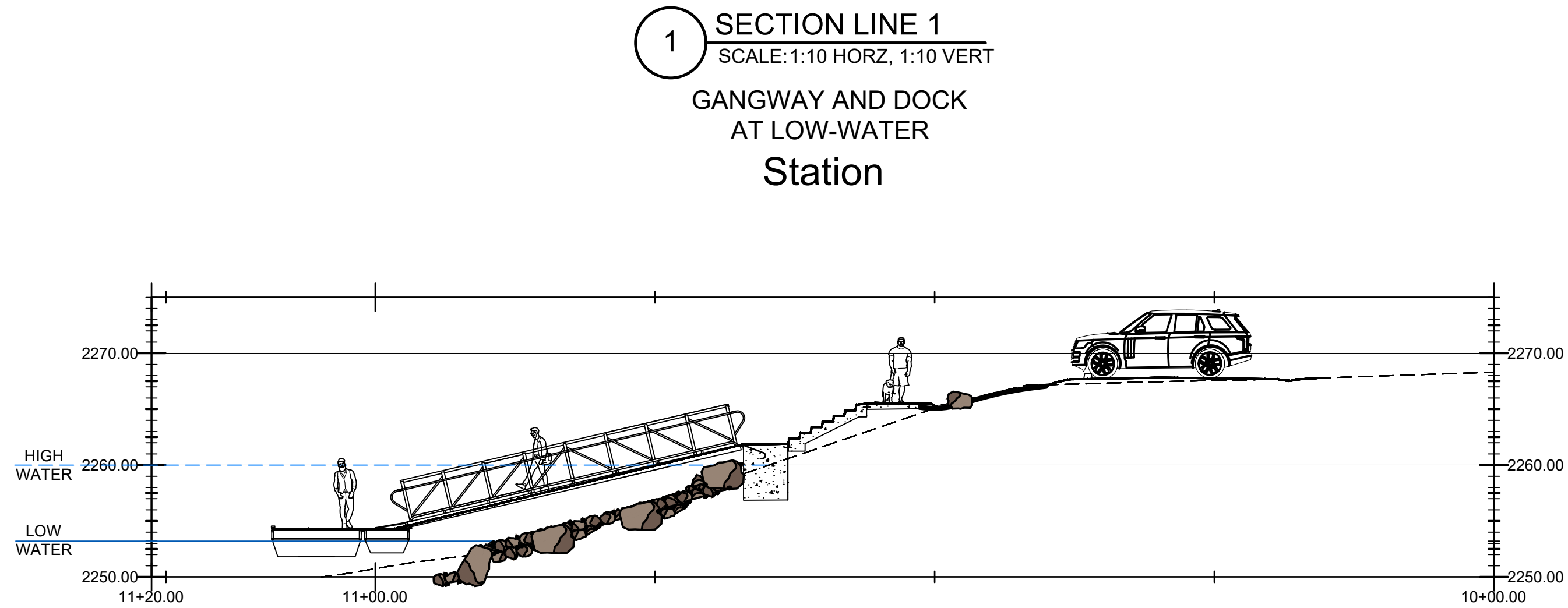
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JUB PROJ. #: 10-24-007  
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DESIGN BY: ###  
CHECKED BY: ###  
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LAST UPDATED: 6/3/2024

SHEET NUMBER:

L-501



Plot Date: 6/3/2024 4:08 PM Plotted By: Danny Fullmer  
Date Created: 6/3/2024 J:\B\COM\CENTRAL\CLIENTS\IDAHO\CANYONCOUNTY\PROJECTS\10-24-007 CELEBRATION PARK BOAT RAMP\DESIGN\CAD\SHEET\L-502.DWG



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CANYON COUNTY, IDAHO

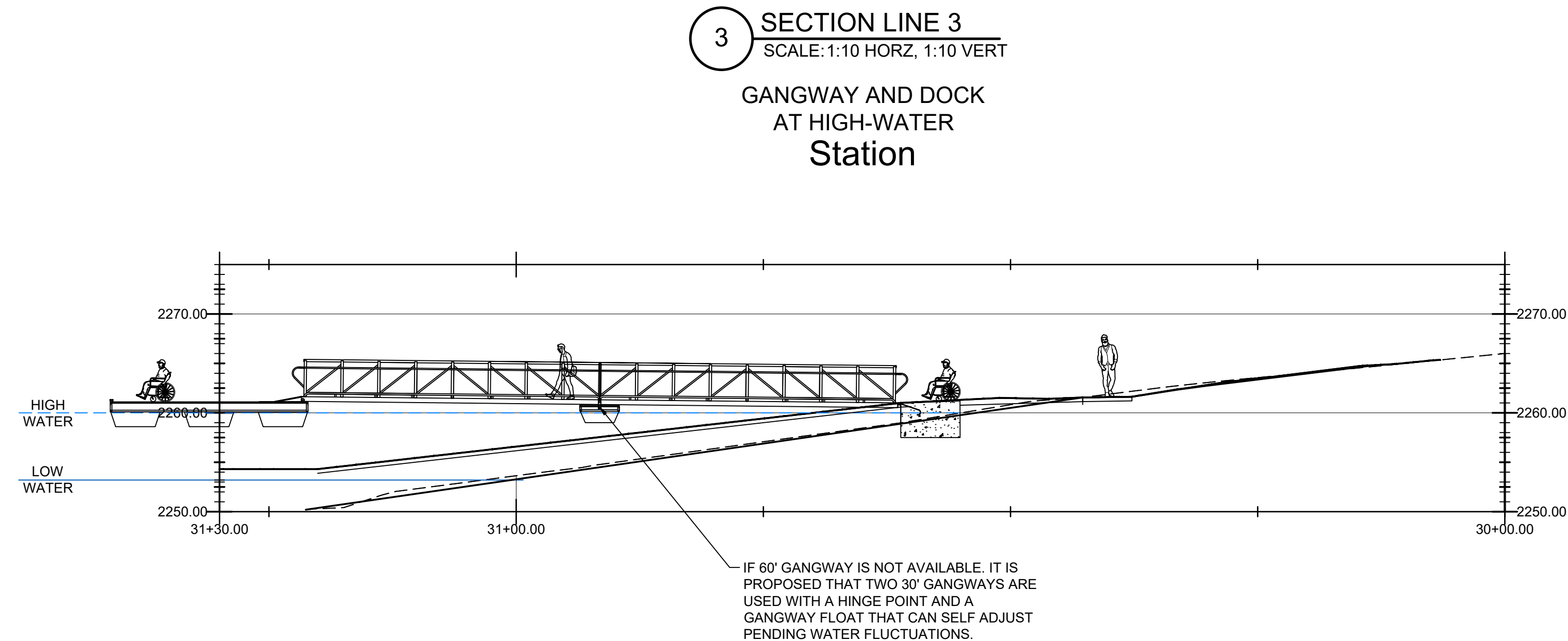
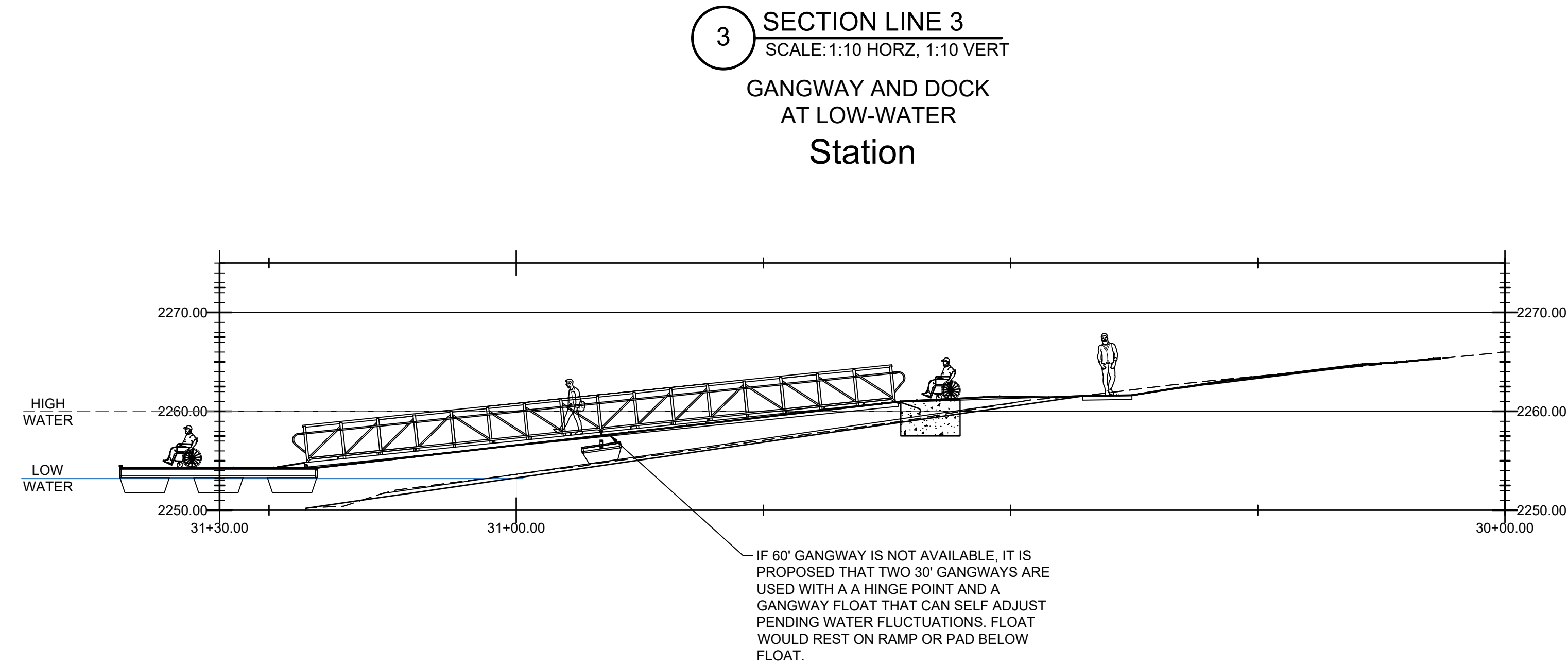
DOCK AND GANGWAY SECTIONS

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LAST UPDATED: 6/3/2024

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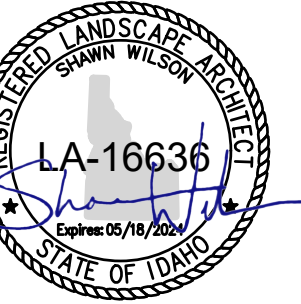
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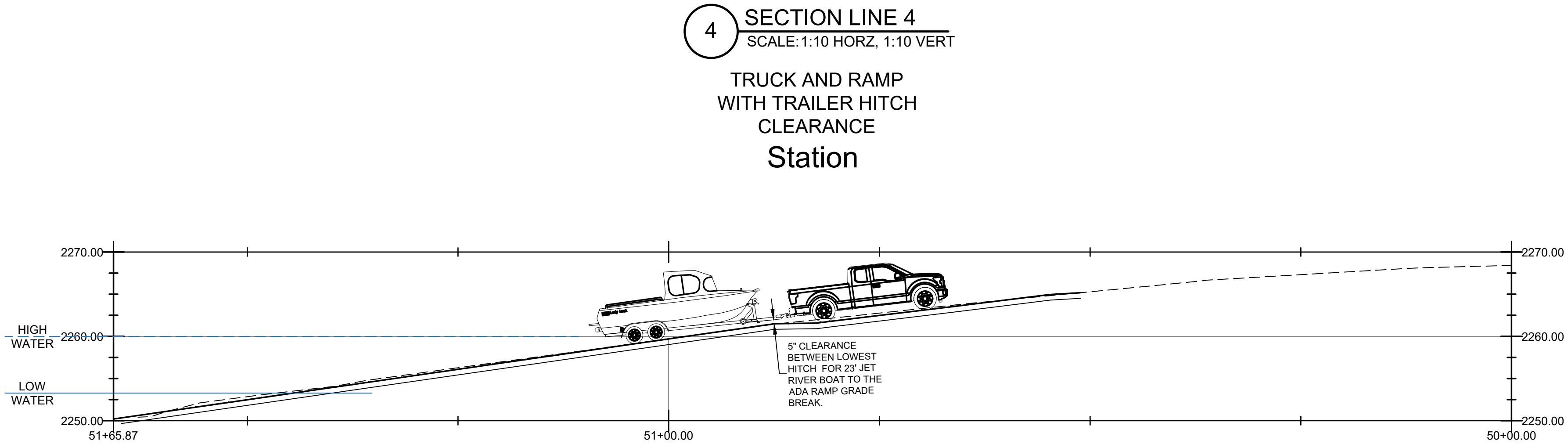


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CANYON COUNTY, IDAHO  
DOCK & GANGWAY SECTIONS

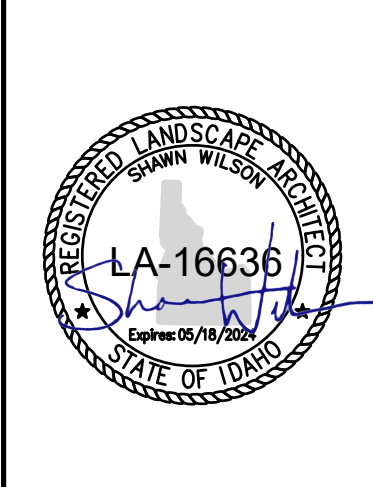
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L-503

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Date Created: 6/3/2024 JUB.COM/CENTRAL/Clients/ID/CANYONCOUNTY/PROJECTS/10-24-007 CELEBRATION PARK BOAT RAMP DESIGN CAD SHEET L-50X.DWG



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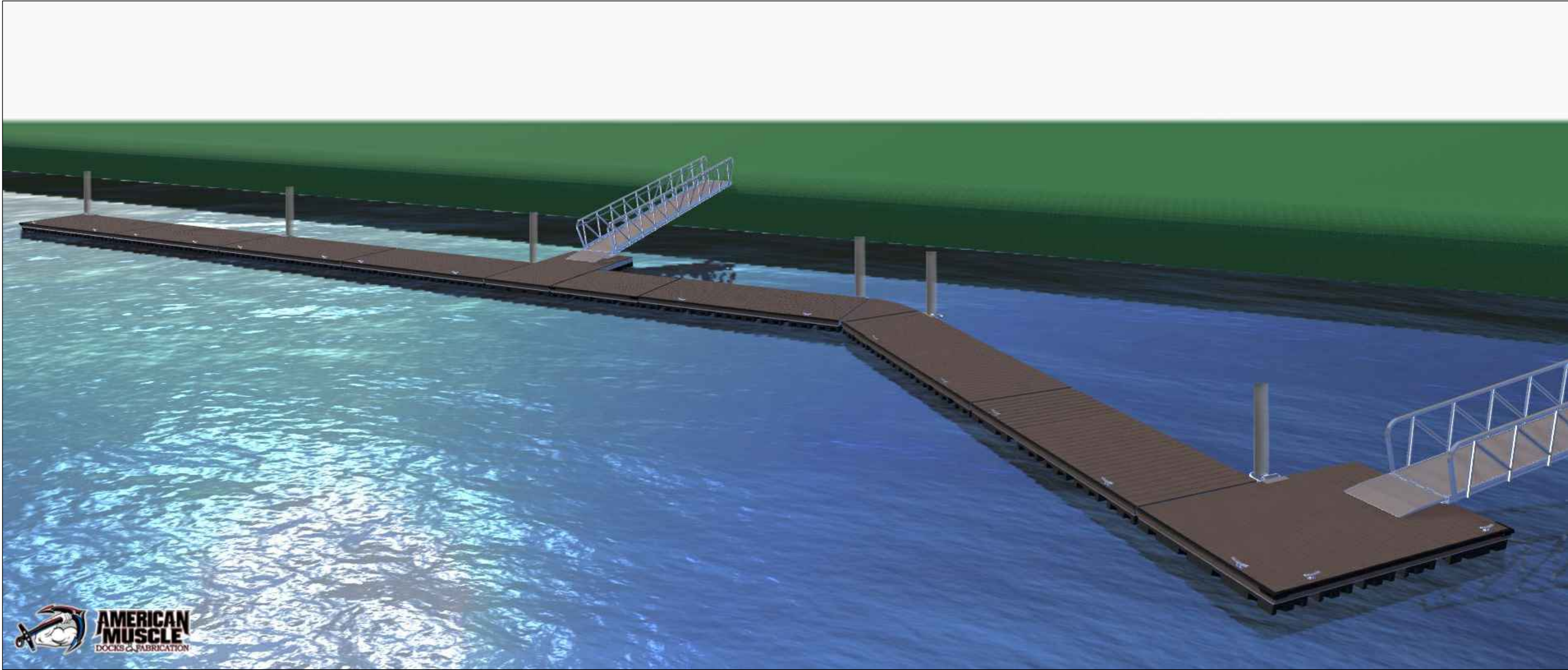
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		BY	DATE
		APR	

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CANYON COUNTY, IDAHO

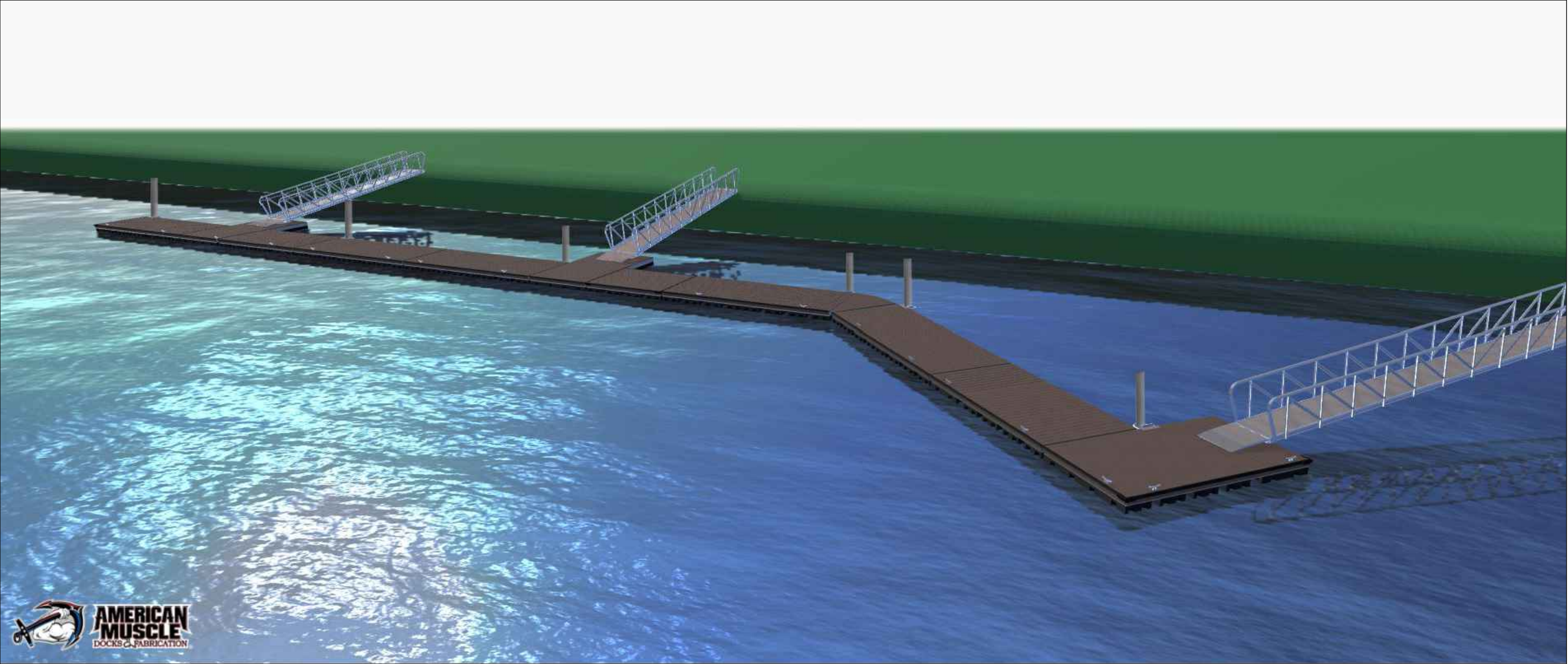
RAMP AND HITCH CLEARANCE SECTION

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LAST UPDATED: 6/3/2024  
SHEET NUMBER:  
L-504





DOCK CONFIGURATION WITH TWO ROLLING GANGWAY ACCESS POINTS



DOCK CONFIGURATION WITH THREE ROLLING GANGWAY ACCESS POINTS



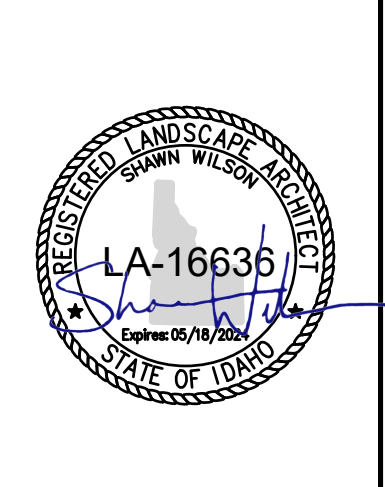
GANGWAY ROLLING CONNECTION TO DOCK WITH ROLLING DECK PLATE. PROVIDE BRACKET CONNECTION ON UPPER END



PILING LOOP SIZED PER SHOP DRAWINGS



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CANYON COUNTY, IDAHO

DOCK CONFIGURATION DESIGN INTENT IMAGES

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SHEET NUMBER:
L-505



**CONTRACTOR'S BID FORM**

**CANYON COUNTY 2024 CELEBRATION PARK  
BOATER IMPROVEMENTS PROJECT**

**INVITATION FOR BIDS (IFB)  
CANYON COUNTY, IDAHO**

**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 bidder, having familiarized itself with the local conditions affecting the cost of the Work, and with the Contract Documents, including the Invitation for Bids (IFB), Construction Contract Between Owner and Contractor, Detailed Specifications and blueprints and any Addenda on file in the office of the CANYON COUNTY BOARD OF 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 Construction Project, in the 2024 Celebration Park Boater Improvements Project for the bid amount noted above.

**3. Addenda**

Bidder hereby expressly acknowledges receipt of Addendum No.

\_\_\_\_\_

**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. List of Subcontractors**

(License number and grade below refers to Idaho Public Works license number and grade)

Subcontractor	Address
Value	License Number and Grade
. . . . .	

Subcontractor	Address
Value	License Number and Grade
. . . . .	

Subcontractor	Address
Value	License Number and Grade

**6. 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 Construction Contract and other Contract Documents as set forth in the IFB 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.



## **7. 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.

## **8. 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.

## **9. 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 Commissioners or any other Canyon County elected official.
- By submitting this bid, Bidder certifies it is qualified to do professional public works construction in Idaho, or, if allowed by statute, covenants to obtain such qualification by the time of contract execution.
- By submitting this bid, Bidder agrees that the costs for developing its submittal are entirely the responsibility of the Bidder.

- The Bidder 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 proposed Contract Documents. Failure to visit 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, visit the site of the work, 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 Contractor 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 Construction Contract, have reviewed and complied with Idaho Code § 63-1502.
- The Contractor 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 blueprints.

IN WITNESS HERETO the undersigned has set his/her hand this \_\_\_\_ day of \_\_\_\_\_, 2024.

NAME OF FIRM:

ADDRESS:

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

By: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
Title

\_\_\_\_\_  
(Printed Name)

CONTRACTOR'S IDAHO PUBLIC WORKS LICENSE NO. \_\_\_\_\_

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: \_\_\_\_\_

## CONSTRUCTION CONTRACT

### CANYON COUNTY 2024 CELEBRATION PARK BOATER IMPROVEMENTS PROJECT

#### INVITATION FOR BIDS (IFB) 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 an Invitation for Bids pursuant to procedures provided by Idaho Code Section 67-2805 for the purpose of identifying the lowest responsive bid for the 2024 Celebration Park Boater Improvements 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 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:

2024 Celebration Park Boater Improvements Project as described in the Invitation for Bids and its Exhibits, 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 and CONTRACTOR's bid, attached hereto as Attachment 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 will perform the work in accordance with the JUB construction documents attached hereto as Exhibit 1 of Attachment 1 and the terms of the Waterways Improvement grant, attached hereto as Attachment 3.
- 2.6 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.
- 2.7 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.
- 2.8 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:

**Nichole Schwend, Director of Parks, Cultural & Natural Resources**  
**Rick Britton, Director of Facilities**  
**1115 Albany Street**  
**Caldwell, Idaho 83605**  
[nichole.schwend@canyoncounty.id.gov](mailto:nichole.schwend@canyoncounty.id.gov)  
[rick.britton@canyoncounty.id.gov](mailto:rick.britton@canyoncounty.id.gov)

- 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 The Bidder 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 insurance meeting the statutory requirements of the State of Idaho.
- (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:	\$2,000,000
Product/Completed Operations Aggregate:	\$2,000,000
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 Bidder'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, Bidder'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 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 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 § 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 § 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

