<u>CANYON COUNTY FLEET SHOP HVAC PROJECT</u> <u>AGREEMENT</u>

CANYON COUNTY, IDAHO

THIS AGREEMENT is made this 16th day of _______, 2024, between ACCO Engineered Systems, Inc., having a local address 5315 North Sawyer Avenue, Garden City, Idaho 83714 (hereinafter "CONTRACTOR") and Canyon County, a political subdivision of the State of Idaho, having offices at 1115 Albany St. Caldwell, Idaho 83605 (hereinafter "COUNTY").

WHEREAS, COUNTY issued a Solicitation of Bids pursuant to procedures provided by Idaho Code § 67-2805 for the purpose of identifying the lowest responsive bid for the Fleet Shop HVAC Project (hereinafter "Project"); and

WHEREAS, COUNTY has determined that CONTRACTOR's bid to provide said construction services was the lowest responsive bid received for that portion of this project and that funds sufficient to complete such construction have been duly appropriated for expenditure in FY2024.

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

1. Purpose:

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

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

1.2 CONTRACTOR agrees to provide all materials and services for the project as requested by the COUNTY and in accordance with Exhibit 1 and CONTRACTOR's bid, attached hereto as Exhibit 2 and incorporated fully by reference.

2. CONTRACTOR REPRESENTATIONS:

- 2.1 CONTRACTOR has visited the Site and become familiar with and satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the project.
- 2.2 CONTRACTOR is a duly licensed public works contractor, familiar with and satisfied as to all federal, state, and local laws and regulations that may affect cost, progress, and performance of the project. CONTRACTOR agrees to comply with all federal, state, city, and local laws, rules and regulations.
- 2.3 The project specifications and this contract sufficiently detail the work required and convey understanding of all terms and conditions for performance and furnishing of the work.

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- 2.4 CONTRACTOR warrants that all materials and goods supplied under this Agreement shall be of good merchantable quality and that all services will be performed in a good workmanlike manner. CONTRACTOR acknowledges that it will be liable for any breach of this warranty.
- 2.5 CONTRACTOR represents that neither it nor any of its principals is related to a County Commissioner or other Canyon County official by blood or marriage within the second degree of kindred. CONTRACTOR agrees to comply with all federal, state, city, and local laws, rules and regulations.
- 2.6 CONTRACTOR understands that COUNTY is exempt from payment of Federal Excise Tax under Certificate No. 82-6000-290 and none shall be charged to COUNTY.
- 2.7 Idaho Code § 63-1503 statement: CONTRACTOR, in consideration of securing the business of erecting or constructing public works in this state, recognizing that the business in which he is engaged is of a transitory character, and that in the pursuit thereof, his property used therein may be without the state when taxes, excises, or license fees to which he is liable become payable, agrees:
 - (1) To pay promptly when due all taxes, (other than on real property), excises and license fees due to the state, its subdivisions, and municipal and quasi-municipal corporations therein, accrued or accruing during the term of this contract, whether or not the same shall be payable at the end of such term;
 - (2) That if the said taxes, excises, and license fees are not payable at the end of said term, but liability for the payment thereof exists, even though the same constitute liens upon his property, to secure the same to the satisfaction of the respective officers charged with the collection thereof; and
 - (3) That, in the event of his default in the payment or securing of such taxes, excises, and license fees, to consent that the department, officer, board, or taxing unit entering into this contract may withhold from any payment due him hereunder the estimated amount of such accrued and accruing taxes, excises, and license fees for the benefit of all taxing units to which said contractor is liable.

3. COMPENSATION:

3.1 COUNTY agrees to pay CONTRACTOR for the services described by this Agreement an amount not to exceed the sum of \$81,442.00.

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

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

3.2 CONTRACTOR shall submit their invoices to:

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

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

4. TIME OF PERFORMANCE:

- 4.1 Time is of the essence in the performance of the work as specified in this Agreement.
- 4.2 Upon execution of contract, CONTRACTOR will start project within 30 to 45 business days and thereafter complete the project within 12 full working weeks. Any unforeseen stoppages of work beyond CONTRACTOR's control will require the completion date to be modified.
- 4.3 If CONTRACTOR fails to deliver the subject matter of this Agreement in accordance with this time schedule, liquidated damages shall accrue to COUNTY as follows: CONTRACTOR shall pay COUNTY the sum of Five Hundred Dollars (\$500) per day for each and every calendar day of unexcused delay. Liquidated damages shall not be charged when the delay arises out of causes beyond the control of CONTRACTOR.

5. INSURANCE:

- 5.1 CONTRACTOR agrees to obtain and keep in force during its acts under this Agreement insurance as required by the IFB, including but not limited to a comprehensive general liability insurance policy in the minimum amount of \$1,000,000.00 per occurrence and \$2,000,000.00 in the aggregate, which shall name as additional insured and protect CANYON COUNTY, and its officers, agents and employees, from and against any and all claims, losses, actions, and judgments for damages or injury to persons or property arising out of or in connection with CONTRACTOR 's acts.
- 5.2 CONTRACTOR shall provide proof of liability coverage as set forth above to COUNTY prior to commencing its performance as herein provided, and require notify COUNTY ten (10) days prior to cancellation of said policy.
- 5.3 CONTRACTOR shall maintain in full force and effect worker's compensation for CONTRACTOR and any agents, employees, and staff that CONTRACTOR may employ, and provide proof to COUNTY of such coverage or that such worker's compensation insurance is not required under the circumstances.

6. INDEMNIFICATION:

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

7. INDEPENDENT CONTRACTOR:

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

8. PERSONNEL AND SECURITY REQUIREMENTS:

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

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

9. PERFORMANCE BOND/PAYMENT BOND:

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

10. MISCELLANEOUS:

- 10.1 CONTROLLING LAW: The Agreement shall be interpreted, and rights of the Parties determined, under the laws of the State of Idaho. The venue of any claim, litigation, or cause of action between the Parties shall be in the Third Judicial District Court of the State of Idaho in Canyon County.
- 10.2 LEGISLATIVELY MANDATED CERTIFICATION CONCERNING BOYCOTT OF ISRAEL:

CONTRACTOR must select and initial at least one of the following certifications:

- Pursuant to Idaho Code § 67-2346, Contractor certifies that it "is not currently engaged in, and will not for the duration of the contract engage in, a boycott of goods or services from Israel or territories under its control." The terms in this section defined in Idaho Code § 67-2346 shall have the meaning defined therein.
- Contractor certifies that County's payments under the Contract will not exceed One Hundred Thousand Dollars (\$100,000).
 - [__] Contractor certifies that Contractor does not employ more than nine persons.
- 10.3 LEGISLATIVELY MANDATED CERTIFICATION CONCERNING COMPANIES OWNED OR OPERATED BY THE GOVERNMENT OF CHINA.

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

- 10.4 SEVERABILITY: The terms of this Agreement are severable. Should a court of competent jurisdiction decide that any portion of this Agreement is unlawful or invalid, said decision shall only affect those specific sections and the remaining portions of this Agreement shall remain in full force and effect.
- 10.5 Entire Agreement: This is the entire agreement of the parties and can only be modified or amended in writing by the parties.

	(name/title) Sales Munas er
STATE OF IDAHO)	
County of Ada) ss.	
On this 26 day of June, sean Bennett, known for ACCO Engineered Systemstrument, and acknowledged to me that	2024, before me, a notary public, personally appeared own or identified to me to be the
(SEAL) MOLLY MCGOURTY Notary Public - State of Idaho Commission Number 43422 My Commission Expires Jan 3, 2030	Notary Public for Idaho Residing at: Borse 4d My Commission Expires: 1 - 3 - 2030

ACCO ENGINEERED SYSTEMS, INC.



CANYON COUNTY COMMISSIONERS

Leslie Van Beek District I

Brad Holton District II

Zach Brooks District III

❖ Telephone: (208) 454-7507 ❖ Fax: (208) 454-7336

May 21, 2024

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

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

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

> Canyon County Fleet Shop HVAC Solicitation for Bids Re:

Dear Licensed Public Works Contractor:

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

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

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

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

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

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

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

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

Sincerely,

BOARD OF COUNTY COMMISSIONERS CANYON COUNTY, IDAHO

Commissioner Leslie Van Beek

Commissioner Brad Holton

Unavailable for Stanature Commissioner Zach Brooks

Attachments



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DRAWING TITLE
MECHANOL, COVER SHEET
MECHANOL, PLAN **DRAWING INDEX**

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04-09-24 Date Marcos Madrigal - Project Manager MECHANICAL COVER SHEET

SHEET NAME

SHEET NUMBER M-100

SHEET DATA

DRAWN BY CHECKED BY DATE TE JOB NUMBER

2018 IECC Canyon County V Caldwell, Idaho 5b New Construction

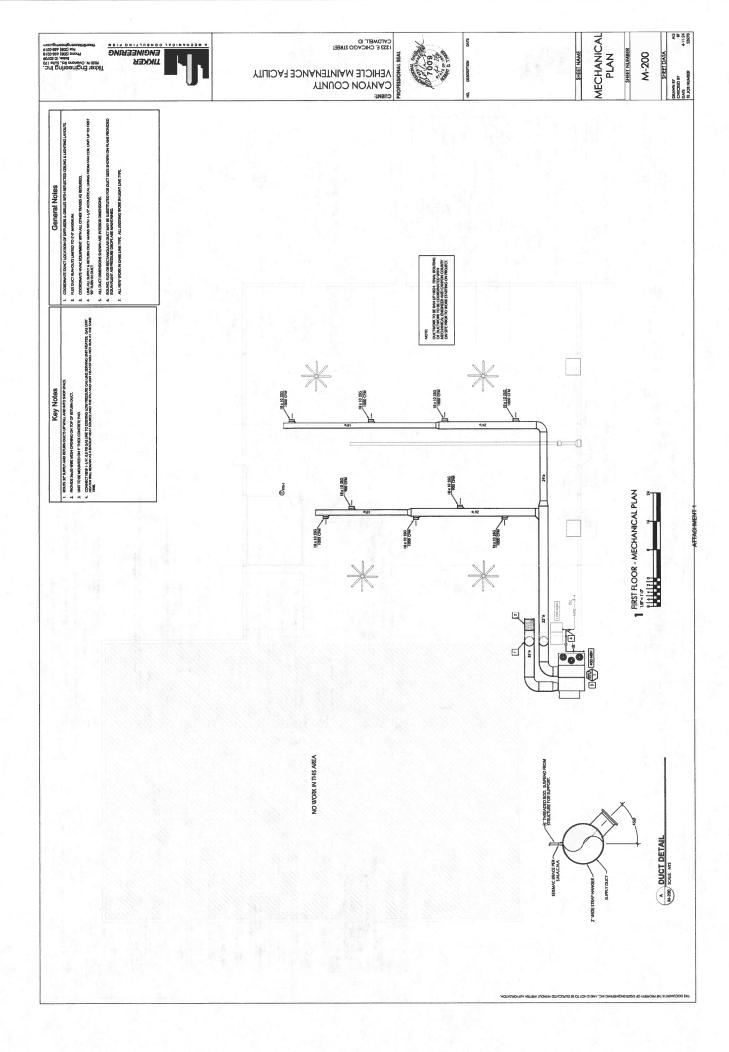
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MECHANICAL SPECIFICATIONS

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19010 BASIC MECHANICAL REQUIREMENTS
19090 HANGERS BAD SUIPPORTS
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19091 BATURAL MAS SYSTEMS
19190 BATURAL MAS SYSTEMS
19190 REMTAL DUCT PHEATING AND COQLING UNITS
19191 BATAL DUCT PHEATING AND BALANCING
19390 TESTING, ADJUSTING AND BALANCING

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CANYON COUNTY FLEET SHOP HVAC PROJECT AGREEMENT

CANYON COUNTY, IDAHO

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WHEREAS, COUNTY issued a Solicitation of Bids pursuant to procedures provided by Idaho Code § 67-2805 for the purpose of identifying the lowest responsive bid for the Fleet Shop HVAC Project (hereinafter "Project"); and

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

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1. PURPOSE:

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J.	COMPENSATION.

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

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- 5.2 CONTRACTOR shall provide proof of liability coverage as set forth above to COUNTY prior to commencing its performance as herein provided, and require notify COUNTY ten (10) days prior to cancellation of said policy.
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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.

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

8. PERSONNEL AND SECURITY REQUIREMENTS:

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

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

9. PERFORMANCE BOND/PAYMENT BOND:

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

IU. WIISCELLANEOUS	1	MISCELLANEOUS	:
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- 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

CONTRACTOR

		(name/title)
STATE OF IDAHO)	
) ss.	
County of)	
On this	day of	, 2024, before me, a notary public, personally appeared , known or identified to me to be the
for acknowledged to m		e name is subscribed to the within instrument, and ration executed the same.
(SEAL)		Notary Public for Idaho Residing at:
		My Commission Expires:



208 / 323-7789 Voice 208 / 375-0741 Fax 5315 N. Sawyer Ave

June 18, 2024

Mr. Rick Gritton
Department Director
Canyon County Facilities
1115 Albany St, Suite 136
Caldwell, ID 83605

Subject: Canyon County Fleet Shop HVAC Project

Re: Mechanical Proposal

Dear Customer,

I am writing to provide you with our mechanical proposal for the subject line listed project. Labor costs associated with this proposal are current costs under normal working hours unless otherwise noted. The pricing that follows utilizes current material pricing and includes applicable taxes.

ESTIMATING PROCESS FOR BASE BID:

- ➤ Drawings by Tikker Engineering, dated 04/11/2024
- Addendum #1 dated 05/31/2024
- Addendum #2 dated 06/07/2024
- ➤ Job Walk on 05/29/2024

ENGINEERING / MANAGEMENT:

ACCO assumes that the drawings, as listed above, follow all building codes. We are assuming that *Tikker Engineering* will be the Engineer of Record. ACCO will provide redline drawings at the completion of the project that can be used by the Engineer of Record to complete the as-builts of the project. It is assumed that *Tikker Engineering* has already established clearances and fitability of the design in the above listed drawings. ACCO assumes that any changes made to the bid drawings will be referenced by a delta revision in the bid drawings with the areas affected clouded on the revised drawings submitted by the Engineer of Record to ACCO.

MECHANICAL SCOPE OF WORK:

Equipment:

ACCO is to furnish and install the following new equipment for this project:

> One (1) new 17.5 ton DX Package unit with Gas heat and barometric economizer

Ductwork:

➤ ACCO includes all necessary sheet metal materials, and construction methods. Installation details will be per normal ACCO shop fabrication and field installation standards will follow SMACNA requirements. ACCO does not include any sheet metal installation that exceeds SMACNA standards unless stated in the specifications and / or drawings



> ACCO will insulate ducting per industry standards and local code requirements.

Piping:

> ACCO includes all necessary piping as specified in this proposal. Piping materials, construction methods, and installation details will be per normal ACCO shop fabrication and field installation standards.

Scope Inclusions:

ACCO includes the following scope of work:

- > Furnish factory new 17.5 ton Carrier gas package unit with economizer per mechanical schedule listed on sheet M-100
- > Set new unit on housing pad per plans on sheet M-200
- > Install and hang all ductwork per plans to distribute air throughout shop per plans on sheet M-200
 - o All external supply duct to be insulated per local code and duct schedule on sheet M-100
 - o All ductwork to be installed per SMACNA standards
 - o ACCO to install supply registers and return grills per plans on sheet M-200
- ➤ Install gas piping from existing line inside shop and extend down to new unit per plans on sheet M-200
 - o ACCO includes gas pressure regulator and accessories
- ➤ Make all final connections to unit ductwork, Gas per plans on sheet M-200
 - o Electrical connections to be by County per addendum #2
- > ACCO to install thermostat to serve as controls as unit for the package unit
- > Perform startup and verify proper operation of unit
- > Perform site cleaning and perform all punch list items

ALSO INCLUDED:

- > ACCO holds all insurance requirements as listed on the solicitation
- > Permitting and fees
- > Performance and Payment Bonds
- > Detailing and coordination with other trades
- > Test & Balance to be performed by NEBB certified 3rd party agent
- > Startup Reports by ACCO
- > Perform cleanup and punch list
- > Provide close out documents including equipment IOM's and redline as-built drawings
- > Provide equipment labels.
- > Training as appropriate for the project



WARRANTY:

We pass along the equipment manufacturer's standard warranty on equipment purchased by ACCO, and warranty all ACCO's labor for a period of one (1) year from date of start-up for beneficial use.

CLARIFICATIONS:

- 1. Labor is priced for straight time labor rates unless otherwise noted.
- 2. Please note that as is widely known, there are significant challenges and disruptions in the US supply chain (e.g., raw materials and components) that are well beyond the control or influence of manufacturers which has generated much higher degrees of uncertainty than previously experienced or envisioned. As such, ACCO cannot accept responsibility for fees and charges associated with delayed deliveries this would include but not be limited to liquidated damages, storage fees, back charges, additional equipment fees.
- 3. Field verification is limited to readily observable, accessible, and visible conditions
- 4. This proposal is based upon a consistent and even flow of work, without multiple mobilizations, once a schedule has been set.
- 5. ACCO assumes unimpeded access to and around the area of work
- 6. ACCO employees and their subcontractors will have free use of the elevator, sanitary facilities, and debris boxes. Reasonable clean-up, electrical power/lighting, onsite storage for staging materials, onsite parking, and delivery access will be provided to ACCO free of charge by the client.

EXCLUSIONS:

- 1. DDC Controls integration
- 2. Electrical
- 3. Concrete work
- 4. After hours, weekend, and holiday work
- 5. Paint & Patching
- 6. Roofing
- 7. Waterproofing
- 8. Structural reinforcement and calculations
- 9. Coring and cutting



BASE PRICING:

The following pricing is for the scope of work listed	d in this proposal unless otherwise denoted:
Total Price	\$81,442.00
This proposal supersedes any previous versions. P the date of this proposal. If you have any question	ricing can be considered firm for thirty (30) days from s please don't hesitate to call.
Respectfully, ACCO Engineered Systems, Inc.	
Tean Fermeto	
Sean Bennett Branch Manager (208) 240-2538Cell Sbennett@accoes.com	
Idaho Public Works License: PWC-C-16978 Idaho HVAC License: 039865 Idaho Plumbing License: 062250	
ACCEPTED for SELLER (ACCO):	ACCEPTED for BUYER (CLIENT):
Ву:	Ву:
(Authorized Signature)	(Authorized Signature)
Name/Title:	Name/Title:
Data of Accentance:	Date of Accentance

acco engineered systems

Terms and Conditions

- 1. All work shall be performed during normal working hours unless otherwise stated herein.
- ACCO Engineered Systems agrees to maintain in full force and effect a Workmen's Compensation Insurance policy and a Comprehensive Liability Insurance policy in substantial amounts to protect all parties to this agreement, furnishing certificates of insurance, if required by Buyer.
- 3. Buyer shall prepare the premises to permit free movement and erection of materials, providing necessary openings, supports, cutting, patching, necessary public utility and steam services, and pay all fees in accordance with codes and ordinances unless otherwise indicated in this Bid Contract.
- 4. In the event that the Seller encounters any asbestos product or material in the course of performing its work, the Seller shall have the right to immediately discontinue its work and remove its employees from the project, or that portion of the project wherein such product or materials were encountered, until such time as any hazards connected therewith are abated, encapsulated or removed and/or it is determined that no hazard exists; further, Seller shall receive an extension of time to complete its work and compensation for delays encountered and compensation for any change in the sequence of method or its work occasioned as a consequence of said encounter.
- 5. ACCO Engineered Systems extends manufacturer's standard warranties on all new equipment, misuse or abuse excepted, for a period not to exceed one year from date of first beneficial use, which shall be defined as the Start-up Date. ACCO Engineered Systems guarantees most, but not all, repaired materials, parts and labor for a period of ninety (90) days from the date of first beneficial use. There are no warranties, expressed or implied, other than the above unless so noted herein.
- Seller shall not be liable for any consequential damages including, but not limited to, liquidated damages, loss of rent, interest expense, extended overhead or any other delay damages of any kind, nature or description. It is expressly understood and agreed that the only liability of Seller is to replace defective workmanship or material as herein above set forth.
- 6. ACCO Engineered Systems will not replace any refrigerant loss caused by defects in the equipment, material, parts, or workmanship furnished under this contract. Replacement of refrigerant due to failure or defects of items furnished by Seller is not included as a part of this agreement.
- 7. ACCO Engineered Systems shall not be liable for the corrosive or erosive action of liquids and/or gases upon the equipment specified and no part of such equipment shall be deemed defective by reason of its failure to resist physical or chemical action of such elements or items upon such equipment.
- 8. This agreement shall not be binding until duly accepted by an authorized officer of ACCO Engineered Systems No person has authority to make or claim any representation, warranty, term, promise, or condition, expressed or implied, statutory or otherwise, which is not expressed herein. This agreement constitutes the entire agreement between the parties and supersedes and revokes any previous agreement, written or oral, with respect to the labor and equipment covered hereby and may not be amended or modified except in writing executed by the parties hereto.
- 9. Under no circumstances shall the liability of Seller arising out of the sale or erection of the equipment hereunder, or arising out of its use, whether on warranties or otherwise, in any case exceed the lesser of the following: (a) Cost of correcting defects in the equipment or workmanship; or (b) the difference in value between the installation as installed and the cost of the original installation thereof, if installed strictly as in the contract documents set forth. And in no event shall any claims be made by either party against the other for consequential damages.
- 10. The Seller shall not be bound by any plans and specifications or conditions, existing or otherwise, that have not been presented to or delivered to it for the purpose of submitting this bid, nor shall the Seller be bound by any city ordinances, State laws or other governmental regulations not in effect at the time of submitting this bid, or which had become obsolete and which no longer was enforced by such public body enacting the same.
- 11. The Seller shall be excused for any delay in completion of this Bid Contract caused by acts of God, including but not limited to, wind, rain, flood, storm, landslide, subsidence and earthquake; acts of neglect of owner or architect or by any employee or agent of either; acts of neglect of separate contractors employed by owner; acts of public utilities or governmental or public bodies or their agents; material shortages; labor trouble, labor slowdowns; strikes; union activity causing a reduction in productivity; fire; casualty; delay in transportation; changes ordered in the work; failure of Buyer to make payments to Seller as required under this Bid Contract, or other causes beyond the reasonable control of Seller, any of which shall automatically entitle Seller to reasonable or necessary extensions of the completion date of the work and to an equitable adjustment of the contract price to compensate Seller for all costs and expenses of additional labor, service, equipment or material and extended overhead resulting from any such delay.

If any of the materials specified are not readily available, the Seller may substitute equally efficient materials or fixtures of generally similar character in lieu of the equipment, materials or fixtures specified, and it shall allow any differential between the original cost of the materials specified and the materials furnished.

In the event of inability to obtain labor at union scale or without paying a premium above such scale, Seller may delay performance until same shall be obtainable without premium payment or at the option of the Buyer the latter may require the use of materials or labor requiring the payment of such excess cost, but upon condition that the Buyer shall pay such excess

- 12. No additional work will be performed unless it is authorized in writing by the Buyer. If the Buyer refuses to sign a written work authorization or change order for the extra work, Seller reserves the right to refuse to perform the extra work.
- 13. Should either party hereto bring suit in court to enforce the terms hereof, any judgment awarded shall include court costs and reasonable attorney's fees to the successful party.
- 14. Seller assumes no responsibility for the design on those jobs where Seller prepares working or shop drawings from designs furnished by others. Seller assumes no responsibility whatsoever for design or operative end result under any contract unless there is affirmatively stated on the obverse side of this Bid Contract, a direct undertaking on Seller's part so to do.
- 15.Seller may suspend further performance under this Bid Contract upon three (3) days written notice to the Buyer in the event the Buyer is in breach of this Bid Contract for breach other than non-payment. Notice need not be given if work is suspended due to non-payment or due to the failure of the Buyer to pay for change orders as provided herein. In the event Seller elects to suspend performance, Seller shall be entitled to remobilization costs, including profit and overhead, upon the Buyer bringing payments current or issuing proper change orders for extra work. Such costs will equal actual losses sustained by Seller in terminating and restarting work.
- 16. This contract is entered into upon the understanding that in the prosecution of any work herein specified Seller will be allowed sufficient time for the performance of said work on the basis of a normal eight-hour day, and in the event that Buyer or any subcontractor require Seller to perform such labor on an overtime basis, then such additional expense of every kind and character as Seller may be required to incur on account of said overtime labor, shall constitute an additional charge herein.
- 17. It is agreed that Buyer is to provide without cost to Seller, proper hoisting conveyances and scaffolding (including the use of engineer) at times so as to not delay Seller's part of the work, unless otherwise indicated in this proposal.
- 18. Any loss or damage to Seller's work, materials or equipment occurring at the site of the project occasioned by fire, flood, earthquake, windstorm, riot or civil commotion shall be protected by Builders Risk Insurance procured by the contractor or owner without cost to Seller and Seller shall receive a proportionate share of the amount of any payment loss under any such policy or policies according as Seller's interest may appear.
- 19. Notwithstanding any provision in the plans, specifications, contract between prime contractor and owner, general conditions, or any contract documents executed by and between contractor and owner having to do with the subject now stated, Seller shall not be liable for the cost of correcting defects occasioned by the acts or omissions of employees of other subcontractors, the prime contractor, owner or any segregated contractor, to work performed by Seller. Before Seller proceeds with any corrective work to repair such damage, the prime contractor, or other person contracting with Seller in this Bid Contract, shall give Seller an unqualified instruction to proceed with the work upon their responsibility to compensate Seller therefore as an extra.
- 20. The Seller expressly reserves the right to assign all or any portion of its rights and/or duties under this Bid Contract with or without notice to the Buyer herein.
- 21.In the event of a conflict between the terms and conditions of this Bid Contract and terms and conditions stated in the plans and specifications, or any other contract document, including the prime contract between owner and prime contractor, the terms of this Bid Contract shall govern.
- 22.1f, in Seller's opinion, Buyer's credit becomes impaired, Seller may, at its option, suspend work and deliveries under this contract until it has received full settlement or security for services rendered and is satisfied as to Buyer's credit for further shipments. If Buyer fails or refuses to make such payment, or give such security, then the full amount due under this contract at such time, for labor and material and/or equipment furnished shall immediately become due and payable and Seller shall have the right and the option to terminate this agreement. In the event that a suspension of this contract is required because of Buyer's doubtful credit, an extension of the time fixed for the performance of this contract equal to the time of such suspension, shall automatically occur. If legal action is filed to effect collection of any sums due hereunder, Seller shall be entitled to reasonable attorney fees in addition to all other damages found to be due hereunder.