

CONSTRUCTION CONTRACT

CANYON COUNTY 2024 CELEBRATION PARK DECK IMPROVEMENTS PROJECT

INVITATION FOR BIDS (IFB) CANYON COUNTY, IDAHO

THIS AGREEMENT is made this 7 day of August, 2024, between Veritas – Facility Services and Construction, having a local address 409 East Greenhurst Road, Nampa, Idaho (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 Boardwalk and Decking 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:

2024 Celebration Park Boardwalk and Decking 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 drawing/design set attached hereto as Exhibit 1 of Attachment 1.
- 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 Two Hundred Seventy-Four Thousand Three Hundred Dollars (\$274,300).

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
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 two to five business days and thereafter complete the project within six 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 jail background check. COUNTY shall provide CONTRACTOR with written justification as to the reason(s) for the directed removal.

9. PERFORMANCE BOND/PAYMENT BOND:

- 9.1 Pursuant to Idaho Code § 54-1926, CONTRACTOR shall provide and maintain at all times a valid Contractor's Performance Bond in any amounts and 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 8th day of August, 2024.

✓ Motion Carried Unanimously
 Motion Carried/Split Vote Below
 Motion Defeated/Split Vote Below

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

ATTEST: RICK HOGABOAM, CLERK

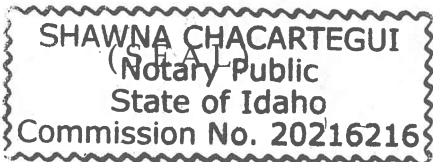
By: U Ross
Deputy Clerk

CONTRACTOR

Grant Strassel/Estimator Grant Strassel
(Name/Title)

STATE OF Idaho)
) ss.
County of Nampa)

On this 7th day of August 2024, before me, a notary public, personally appeared Grant Strassel, known or identified to me to be the Contractor for Veritas, whose name is subscribed to the within instrument, and acknowledged to me that said corporation executed the same.



Shawna Chacartegui
Notary Public for Idaho
Residing at: Nampa Idaho
My Commission Expires: 1-3-2028