



CANYON COUNTY COMMISSIONERS

Leslie Van Beek
District I

Brad Holton
District II

Zach Brooks
District III

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

October 28, 2025

SENT VIA EMAIL

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

TVR, Inc.
1900 Lanark Road
Meridian, Idaho 83642
service@tvrinc.net

Paige Mechanical Group
P. O. Box 170360
Boise, Idaho 83717
service@paigemechanical.com

Re: FY2026 Dale G. Haile Detention Center Boiler Replacement Project

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 FY2026 Dale G. Haile Detention Center Boiler Replacement Project.

The purpose of this Project is to replace and install boilers in the Canyon County Jail, 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 FY2026 Dale G. Haile Detention Center Boiler Replacement 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; and
- Provide for any sub-contraction necessary, and provide the County copies of such sub's licensure (including that of a public works contractor).

A pre-bidder's conference, including a project walk-through, and schematic review, will be held on Monday, November 3, 2025 at 10:00 a.m., beginning in the Public Meeting Room, located on the first floor of the Administration Building at 111 North 11th Avenue, Caldwell, Idaho 83605.

Objections to the specifications or bid procedures must be received in writing or email by Thursday, November 13, 2025, at 9:00 a.m.

Bids must be identified with the subject line "FY2026 Dale G. Haile Detention Center Boiler Replacement Project," and be received by **Tuesday, November 18, 2025, at 9:00 a.m.** Bids will be opened on Tuesday, November 18, 2025, at 9:30 a.m.

Questions about the project or bid process must be directed to Rick Britton, Project Director, at (208) 454-7397 or rick.britton@canyoncounty.id.gov.

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

Sincerely,

BOARD OF COUNTY COMMISSIONERS



Commissioner Leslie Van Beek



Commissioner Brad Holton



Commissioner Zach Brooks

cc: Rick Britton, Facilities Director

SCOPE OF WORK

JAIL BOILER REPLACEMENT PROJECT

Design and install new hot water system for Canyon County Jail including:

- Removal of two (2) existing boilers
- Demo and replacement of all gas, water, exhaust pipe related to the project
- Design is anticipated to include two (2) 330-gallon tanks or three (3) 264-gallon tanks
- Installation must include all necessary pipe and connections
- Insulate any water piping where needed
- Design must be approved by County Public Works prior to removal

All work to be done shall have minimal impact on hot water availability inside the jail as it is a 24-hour operation. Work may need to be conducted overnight to avoid shutdowns as approved by Public Works Director and Jail Captain.

CANYON COUNTY FY2026 DALE HAILE DETENTION CENTER
BOILER REPLACEMENT PROJECT
AGREEMENT
CANYON COUNTY, IDAHO

THIS AGREEMENT is made this ____ day of _____, 2025, between _____, having a local address _____ (hereinafter “CONTRACTOR”) and Canyon County, a political subdivision of the State of Idaho, having offices at 1115 Albany St. Caldwell, Idaho 83605 (hereinafter “COUNTY”).

WHEREAS, COUNTY issued a Solicitation of Bids pursuant to procedures provided by Idaho Code Section 67-2805 for the purpose of identifying the lowest responsive bid for the FY2026 Dale G. Haile Detention Center Boiler Replacement 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 FY2026.

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:

FY2026 Dale G. Haile Detention Center Boiler Replacement Project as described in the Solicitation of Bids and its Attachment 1, attached hereto as Exhibit 1 and incorporated fully by reference.

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

2. CONTRACTOR REPRESENTATIONS:

- 2.1 CONTRACTOR has visited the Site and become familiar with and satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the project.
- 2.2 CONTRACTOR is a duly licensed public works contractor, familiar with and satisfied as to all federal, state, and local laws and regulations that may affect cost, progress, and performance of the project. CONTRACTOR agrees to comply with all federal, state, city, and local laws, rules and regulations.

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

3. **COMPENSATION:**

- 3.1 COUNTY agrees to pay CONTRACTOR for the services described by this Agreement an amount not to exceed the sum of *Dollars (\$*.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:

Canyon County Commissioners
1115 Albany Street
Caldwell, Idaho 83605
bocc@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 agrees to obtain and keep in force during its acts under this Agreement insurance as required by the IFB, including but not limited to a comprehensive general liability insurance policy in the minimum amount of \$1,000,000.00 per occurrence and \$2,000,000.00 in the aggregate, which shall name as additional insured and protect CANYON COUNTY, and its officers, agents and employees, from and against any and all claims, losses, actions, and judgments for damages or injury to persons or property arising out of or in connection with CONTRACTOR 's acts.
- 5.2 CONTRACTOR shall provide proof of liability coverage as set forth above to COUNTY prior to commencing its performance as herein provided, and require notify COUNTY ten (10) days prior to cancellation of said policy.
- 5.3 CONTRACTOR shall maintain in full force and effect worker's compensation for CONTRACTOR and any agents, employees, and staff that CONTRACTOR may employ, and provide proof to COUNTY of such coverage or that such worker's compensation insurance is not required under the circumstances.

6. **INDEMNIFICATION:**

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

7. **INDEPENDENT CONTRACTOR:**

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

8. **PERSONNEL AND SECURITY REQUIREMENTS:**

- 8.1 CONTRACTOR reserves the right to designate its resources and personnel for installation in every situation. Notwithstanding the above, CONTRACTOR shall provide a list of the individuals assigned to the project team to COUNTY.

- 8.2 COUNTY shall have the right to direct removal of a CONTRACTOR employee for cause, if in the opinion of COUNTY, such employee demonstrates non-performance or inappropriate conduct, which jeopardizes security, safety, or other Agreement requirements, or fails to pass the initial jail background check. COUNTY shall provide CONTRACTOR with written justification as to the reason(s) for the directed removal.

9. **PERFORMANCE BOND/PAYMENT BOND:**

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

10. MISCELLANEOUS:

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

10.2 LEGISLATIVELY MANDATED CERTIFICATION CONCERNING BOYCOTT OF ISRAEL:

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

☐ Pursuant to Idaho Code § 67-2346, Contractor certifies that it “is not currently engaged in, and will not for the duration of the contract engage in, a boycott of goods or services from Israel or territories under its control.” The terms in this section defined in Idaho Code § 67-2346 shall have the meaning defined therein.

☐ Contractor certifies that County’s payments under the Contract will not exceed One Hundred Thousand Dollars (\$100,000).

☐ Contractor certifies that Contractor does not employ more than nine persons.

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

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

10.4 SEVERABILITY: The terms of this Agreement are severable. Should a court of competent jurisdiction decide that any portion of this Agreement is unlawful or invalid, said decision shall only affect those specific sections and the remaining portions of this Agreement shall remain in full force and effect.

10.5 ENTIRE AGREEMENT: This is the entire agreement of the parties and can only be modified or amended in writing by the parties.

CANYON COUNTY BOARD OF COUNTY COMMISSIONERS

DATED this _____ day of _____, 2025.

_____ 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 _____, 2025, 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: _____