

LEGAL NOTICE INVITING BIDS

NOTICE IS HEREBY GIVEN that the Board of County Commissioners of Canyon County, Idaho, invite bids for the following:

FY 2018 Canyon County Courthouse Painting Project

Bids must be delivered to the Clerk of the Board of Canyon County Commissioners, Canyon County Courthouse, 1115 Albany Street, Caldwell, Idaho 83605 no later than **8:59 a.m., on April 18, 2018**. The Board of County Commissioners shall publicly open the proposals in the meeting room of the Board of County Commissioners, Canyon County Courthouse, 1115 Albany Street, Caldwell, Idaho at **9:00 a.m. on April 18, 2018**.

Information, specifications and other documents may be obtained from the Clerk of the Board of County Commissioners, Canyon County Courthouse, 1115 Albany Street, Caldwell, Idaho 83605, telephone (208) 454-7507.

A bidders conference is scheduled for **10:00 a.m. on April 2, 2018** beginning in the Board of Commissioner's meeting room, First Floor, Canyon County Courthouse, 1115 Albany Street, Caldwell, Idaho.

All bids must be sealed with a concise statement marked on the outside generally identifying the project to which said bids pertains.

The Board of County Commissioners reserves the right to accept or reject any or all bids and portions thereof and to waive informalities or irregularities of bids received based on any business reason it deems applicable if this is to the advantage of the County.

Dated this 15 day of March, 2018.

	Yes	No	Did Not Vote
<u>Unavailable for signature</u> Commissioner Steven J. Rule	_____	_____	_____
<u>Tom Dale</u> Commissioner Tom Dale	_____✓_____	_____	_____
<u>Pam White</u> Commissioner Pam White	_____✓_____	_____	_____

ATTEST: CHRIS YAMAMOTO, CLERK

Janeen Ross, Deputy

Dated: 03.15.18

Publication Dates: Idaho Press-Tribune, March 20, 2018 and March 27, 2018.



COUNTY OF CANYON

INVITATION FOR BIDS

2018 Canyon County Courthouse Painting 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@canyonco.org

Bids must be received by 8:59 a.m., Wednesday, April 18, 2018

**Return in a sealed envelope marked:
"Invitation for Bids for 2018 Canyon County Courthouse Painting Project"**

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

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I. INTRODUCTION

A. Notice

Notice is hereby given that Canyon County, located at 1115 Albany Street, Caldwell, Idaho is inviting bids from contractors licensed as a Public Works Contractor by the State of Idaho, Department of Public Works, with as many sub-classifications as are necessary to perform all the work on the 2018 Canyon County Courthouse Painting Project. This Invitation for Bids ("IFB") is intended to be administered in compliance with Idaho Code section 67-2805(2)(a).

The work contemplated by this IFB will take place at the Canyon County Courthouse and consists of services associated with preparing, painting, repairing, and sealing the exterior surfaces of the building per specifications for the project as shown in Exhibit "1", incorporated by reference.

This IFB also serves as a tool to formalize negotiations to enter into a Contract with the chosen provider, if any. See Exhibit No. "3", incorporated by reference.

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.

B. Goals

The County's goals for this Project include:

- Rapid initiation and timely quality completion of services;
- Minimization of disruption and inconvenience to current County operations and the public;
- Best value delivery of the Project.

C. Contact

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

**Paul Navarro, Director
Canyon County Facilities and Maintenance
Canyon County Courthouse
1115 Albany Street
Caldwell, ID 83605**

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

**COURTHOUSE CONSTRUCTION AND PAINTING PROJECT
INVITATION FOR BIDS**

relating to the Project or the procurement of the Contract with any person employed by or affiliated with Canyon County.

II. GENERAL PROJECT REQUIREMENTS

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 preparation, painting, sealing, and related light 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.

III. IFB PROCESS

A. Schedule Of Events:

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

Signing and Distribution of the Legal Notice and IFB....	9:00 a.m., Thursday, March 15, 2018
Publication of Legal Notice.....	Tuesday, March 20 and Tuesday, March 27, 2018
Bidder's Conference.....	10:00 a.m., Monday, April 2, 2018
Bidder's Questions/Objections Due.....	5:00p.m., Wednesday, April 4, 2018
Addendum No. 1	10:00 a.m., Wednesday, April 11, 2018
Bids Due	8:59 a.m., Wednesday, April 18, 2018
Bids Opened.....	9:00 a.m., Wednesday, April 18, 2018
Board Award of Contract(s) (Tentative)	9:00 a.m. Friday, April 20, 2018

B. Time:

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

C. Bidder's Conference and Tour:

A mandatory Bidder's conference and tour will be held, during which time Prospective Bidders will be afforded the opportunity to meet with County personnel, tour the site and discuss the content of the IFB in further detail. The Prospective Bidders will assemble at the meeting room of the Canyon County Board of Commissioners, 1115 Albany Street, Caldwell, Idaho 83605, 10:00 a.m. Monday, April 2, 2018, for the Bidder's conference. Prospective Bidders are required to attend this Conference in order to submit a bid.

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 5:00 p.m., **Wednesday, April 4, 2018.**

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@canyonco.org.

Bidders are responsible to ensure all questions are timely received.

No verbal responses will be binding on the County or the Bidder. The IFB will be amended in writing (Addendum No. 1) 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 **8:59 a.m. Wednesday, April 18, 2018.** Five (5) hard/paper copies must be supplied at the time of submittal, along with one (1) digital copy. No facsimile copies will be accepted. Late bids will not be accepted, opened, or considered.

The Contractor's Bid Form, affixed hereto as Exhibit "2" and incorporated by reference, must be used.

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 cash, cashier's 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 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.

IV. 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. Selection:

The Bidder selected will be the Bidder which proposes the lowest bid price complying with the bidding procedures established by the IFB. Subject to the provisions contained in Section III.H. (Acceptance and Rejection of Bids) of 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.

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 V., 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.

C. 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. Written notification of the selection will be made to all Bidders who submitted a bid prior to final award of contract. 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. If the BOCC awards the contract to that next lowest responsive bid, the amount of the lowest qualified bidder's security may be applied to the difference between the lowest responsive bid and the next lowest responsive bid, as authorized by I.C. 67-2805(2)(a)(vii). 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.

D. 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.

V. 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 payment bond, in the amount of 100% of the contracted price, solely 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.

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.
5. **Commercial Umbrella Liability** insurance providing liability coverage of \$10,000,000 each occurrence and \$10,000,000 aggregate with a retained limit not to exceed \$100,000. The Commercial Umbrella Liability policy must include in its Schedule of Underlying Insurances policies providing coverage as described in subparagraphs 1 through 4 above.
6. **Professional Liability** insurance with limits of not less than \$5,000,000 per claim and \$5,000,000 aggregate, naming Canyon County as an additional named insured. If the insurance required by this section is obtained through a "Claims Made" policy, this coverage or its replacement shall have a retroactive date of not later than the inception of this Contract. Such insurance or its replacement shall also provide a minimum of five (5) years extended reporting coverage, or the maximum time under the State of Idaho statute of limitations for claims under this coverage, whichever is greater, after the Services are last provided under this Contract.
7. **Builders Risk** insurance providing "all risk" coverage with limits of not less than the fully completed contract price of the project. The Builders Risk policy must include coverage for the building(s), fixtures, materials, supplies, machinery and equipment used in or incidental to the construction projects as well as property kept off site or while in transit. Coverage must also include property of others in Bidder's care, custody, or control. In addition, to Bidder, the County and all subcontractors shall be named as insureds on the policy with coverage extending through the final completion date of the project. The policy must include a mutual waiver of subrogation clause for all Insured parties.

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. Completed site access forms, affixed hereto as Exhibit "4" will be required of the successful contractor.

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 one (1) year 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, in care of Paul Navarro, 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 architect and County have finalized inspection of work and all items on final punch list have been completed.

One-year warranty period shall not commence until project is accepted.

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 Services and Work at such time. When terminated for convenience, Contractor shall be compensated as follows:

1. That portion of the Fixed Contract Price representing the value of the Services and 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. Reasonable costs incurred in preparing to perform and in performing the terminated portion of the Services and the Work, including reasonable costs of settling and paying costs and claims arising out of the termination of subcontractors or orders.

In no event shall Contractor be entitled to recover anticipated profits or consequential damages from the County on account of a termination for convenience or erroneous termination for cause.

VI. PROJECT SPECIFICATIONS

The responsibility of the successful Bidder shall include the following:

See Specifications, attached as Exhibit "1", incorporated by reference herein.

VII. CONCLUSION

Thank you for your interest in this important project.

This IFB is issued this 15th day of March, 2018 by the Board of County Commissioners for Canyon County, Idaho.

**BOARD OF COUNTY COMMISSIONERS
CANYON COUNTY, IDAHO**

- _____ Motion Carried Unanimously
- _____ Motion Carried/Split Vote Below
- _____ Motion Defeated/Split Vote Below

	Yes	No	Did Not Vote
_____ Commissioner Steven J. Rule	_____	_____	_____
_____ Commissioner Tom Dale	_____	_____	_____
_____ Commissioner Pam White	_____	_____	_____

ATTEST: CHRIS YAMAMOTO, Clerk

By: _____
Deputy Clerk

EXHIBIT LIST

1. Exhibit "1": Specifications
2. Exhibit "2": Contractor's Bid Form
3. Exhibit "3": Proposed Contract
4. Exhibit "4": Contractor/Vendor Project Site Access Request

EXHIBIT 1

2018 Canyon County Courthouse Painting Project Specifications

Oversee the painting and sealing of the exterior surfaces of the courthouse. This includes removal of existing expansion joint materials at Double T's at 2nd and 3rd floor, installation of new 3/4" backer rod, and a moisture curing, single component, non-sag, adhesive sealant that contains no solvents. Project would also include sealing of windows and vents with a single component high performance 100% solids, interior and exterior polyether joint sealant for moving and non-moving joint applications.

Painting of exterior areas of the courthouse (2nd and 3rd floor only), including courtyard and Jail Annex, and Jail Annex Rec Yard, using a heavy bodied, ready-to-use, emulsified smooth acrylic, breathable, architectural wall coating. Including painting and repairs/replacements of soffits throughout the building as needed.

**CONTRACTOR'S BID FORM
CANYON COUNTY COURTHOUSE PAINTING PROJECT**

**PROJECT: THE CANYON COUNTY COURTHOUSE PAINTING PROJECT
INVITATION FOR BIDS (IFB)**

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, having familiarized itself with the local conditions affecting the cost of the Work, and with the Contract Documents, including the Invitation for Bids (IFB), and Construction & Painting Contract 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, for the Courthouse Painting 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. 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 Contract 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.

6. 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.

7. **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 visited 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.
- The Bidder is authorized, pursuant to Idaho Code section 67-2310 to report, and does here so report, the anticipated participation on this Project of the following subcontractors, as applicable:
 - a. Name and Contractor's License Number of Plumbing Subcontractor:

 - b. Name and Contractor's License Number of HVAC Subcontractor:

 - c. Name and Contractor's License Number of Electrical Subcontractor:

- If the Bidder intends to self-perform the plumbing, HVAC, or electrical work, indicate this in the spaces above. In such case, the Contractor must be properly licensed by the State of Idaho to perform such work and provide the valid contractor's license number for such in the spaces above.

IN WITNESS HERETO the undersigned has set his (its) hand this ____ day of

_____, 2018.

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 _____, 2018, 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: _____

CANYON COUNTY COURTHOUSE PAINTING PROJECT

CANYON COUNTY, IDAHO

THIS AGREEMENT is made this ____ day of _____, 2018, 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 conducted a procurement process to pre-qualify bidders and invite bids pursuant to procedures provided by Idaho Code Section 67-2805(2)(a) for the purpose of identifying the lowest responsive bid for the Canyon County Courthouse Painting 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 FY2018.

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:

The 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 and Statement of Approach, 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 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 one (1) year after County's acceptance of work. Canyon County shall be the sole decider on work acceptance.
- 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 I.C. 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 as compensation:

The sum of _____ dollars (\$_____.00), payable in installments proportional to the work completed and issued not more frequently than monthly.

Invoices shall certify that payment is for work, materials, equipment or supplies actually performed or actually installed in furtherance of the exterior remodel project, and shall reflect a five percent (5%) retainage to be paid upon project completion and acceptance.

3.2 CONTRACTOR shall submit their invoices to:

Board of County Commissioners
c/o Paul Navarro
Canyon County Facilities & Maintenance
1115 Albany St.
Caldwell, ID 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 The parties intend the project to take _____ weeks, with a tentative starting date of _____, to be complete by _____. However, the COUNTY understands and agrees that CONTRACTOR requires a preparatory term of _____ working days after the COUNTY completes its security background checks of CONTRACTOR's personnel assigned to this project before the start date and _____ week completion time begins.

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.

4.4 This Agreement is subject to termination by COUNTY without cause upon thirty (30) days written notice. In no event shall CONTRACTOR be entitled to anticipated profits, but shall receive payment for services rendered at the time of termination.

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

DATED this ____ day of _____, 2018.

BOARD OF COUNTY COMMISSIONERS

- _____ Motion Carried Unanimously
- _____ Motion Carried/Split Vote Below
- _____ Motion Defeated/Split Vote Below

	Yes	No	Did Not Vote
_____ Commissioner Steven J. Rule	_____	_____	_____
_____ Commissioner Tom Dale	_____	_____	_____
_____ Commissioner Pam White	_____	_____	_____

ATTEST: CHRIS YAMAMOTO, CLERK

By: _____
Deputy Clerk

CONTRACTOR

(name/title)

STATE OF IDAHO)
) ss.
County of _____)

On this ____ day of _____, 2018, 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: _____

**Canyon County
Canyon County Courthouse Painting Project
Contractor/Vendor Project Site Access Request**

FIRM: _____

ADDRESS: _____

CONTACT: _____ **PHONE:** _____

**ACCESS TO THE PROJECT SITE IS REQUIRED FOR THE PURPOSE OF
PERFORMING THE FOLLOWING WORK:**

EXPECTED DURATION OF WORK DESCRIBED: _____ **DAYS**

NAMES OF INDIVIDUALS PERFORMING THE WORK: (use more sheets if necessary)

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

TOOLS OR EQUIPMENT REQUIRED FOR THE JOB: _____

Typed or printed name of person requesting access

Signature of person requesting access

Title of person requesting access

Date