



# CANYON COUNTY COMMISSIONERS

**Leslie Van Beek**  
District I

**Keri K. Smith**  
District II

**Pam White**  
District III

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

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September 10, 2021

Cascade Drilling  
Trent Castner  
10311 NE 22<sup>nd</sup> St.  
Vancouver, WA 98664  
(503) 572-3090  
[tcastner@cascade-env.com](mailto:tcastner@cascade-env.com)

Holt Services, Inc.  
Jeff Townsend  
6480 W. Contractor Street  
Boise, ID 83709  
(971) 645-1061  
[jtowndsend@holtservicesinc.com](mailto:jtowndsend@holtservicesinc.com)

Environmental West Exploration, Inc.  
Josh Burrows  
P.O. Box 11095  
Spokane, WA 99211  
(509) 534-4762  
[joshb@environmentalwest.com](mailto:joshb@environmentalwest.com)

Gregory Drilling, Inc.  
Beverly Gregory  
14112 452<sup>nd</sup> Ave. SE  
North Bend, WA 98045  
(509) 735-9283  
[bev@gregorydrilling.com](mailto:bev@gregorydrilling.com)

***Re: FY22 Pickles Butte Sanitary Landfill Geotechnical Expansion Boring Project***

Dear Licensed Public Works Contractor:

Canyon County and its Department of Solid Waste hereby solicits bids from qualified drillers for geotechnical borings and sample collections, pursuant to procedures provided by Idaho Code § 67-2805(1). The project will be referred to as the FY2022 Pickles Butte Sanitary Landfill Geotechnical Expansion Boring Project. The work will consist of nine sonic borings of specified depth as part of a geotechnical investigation. The project includes the collection of continuous drilling cores for the full depth of each boring, and Shelby Tube and/or California liner samples as specified in the County's detailed specifications and drawing, affixed hereto as Attachment 1. Engineering and sampling oversight for the project is provided by Tetra Tech.

The borings are planned in undeveloped areas of County property adjacent to the current landfill as shown on the drawing in Attachment 1. The area is currently used for off road vehicle recreation that provides limited roads. The County will work with the selected contractor to construct drill pads, if requested.

In addition to a demonstrated ability to professionally meet the specifications contained herein, the selected contractor must offer the lowest responsive bid, using the Bid Form affixed hereto as Attachment 2, and:

- Be licensed for the duration of the project through the Idaho Department of Water Resources (IDWR) as outlined in IDAPA 37.03.10, Well Driller Licensing Rules;
- Furnish satisfactory evidence that contractor has paid or secured all taxes for which contractor or contractor's property is liable then due or delinquent;
- Obtain and maintain all other necessary licenses (including that of a 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;
- Agree to and comply with Canyon County's Contract for FY22 Pickles Butte Sanitary Landfill Geotechnical Expansion Boring Project, affixed hereto as Attachment 3 and incorporated by reference;
- Warrant its labor, and materials used, for one year, beginning from the day of acceptance of the well installation and operation by the County;
- Have the ability to complete the project between October 4, 2021 and November 19, 2021;
- 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 project walk-through, and schematic review, will be held on Wednesday, September 15 2021, beginning at 10:00 a.m., at the Pickles Butte Landfill Office located at 15500 Missouri Avenue, Nampa, Idaho 83686.

Any questions about the project should be directed in writing to:

David Loper, Director  
Canyon County Solid Waste  
15500 Missouri Avenue  
Nampa, Idaho 83686

Or via electronic mail to:  
[dloper@canyonco.org](mailto:dloper@canyonco.org)

Telephone questions will not be accepted.

Questions about, or objections to, the specifications or bid procedures must be received in writing or email by Monday, September 20, 2021 at 9:00 a.m.

Bids and any objections must be directed to the Canyon County Board of Commissioners via direct delivery or email at [commissioner@canyonco.org](mailto:commissioner@canyonco.org).

Bids must be identified with the subject line "FY2020 Pickles Butte Sanitary Landfill Monitoring Well Project" and be received by Friday, October 1, 2021 at 9:00 a.m.

Questions about the bid process must be directed to David Loper, Landfill Director, at (208) 614-5005 or [dloper@canyonco.org](mailto:dloper@canyonco.org).

Although the County intends to accept the responsive bid proposing the lowest, it reserves the right to reject any or all bids or to otherwise act in the best interest of the County. Payment for services at the approved completion of the work will be made in accordance with the contract.

Sincerely,


BOARD OF COUNTY COMMISSIONERS  
CANYON COUNTY, IDAHO

  
\_\_\_\_\_  
Leslie Van Beck, Commissioner

  
\_\_\_\_\_  
Keri K. Smith, Commissioner

  
\_\_\_\_\_  
Pam White, Commissioner

Attest: CHRIS YAMAMOTO, CLERK

  
\_\_\_\_\_  
Deputy Clerk  
Attachments

# ATTACHMENT 1

## Geotechnical Borings - Sonic Specifications

### 1. Introduction

Canyon County (COUNTY) is seeking bids from qualified drilling contractors for drilling multiple geotechnical borings with a sonic rig and collection of samples for laboratory analysis at the Pickles Butte Sanitary Landfill in rural Canyon County, south of Nampa, Idaho. The scope of work includes three borings to a depth of 200 feet, one boring to a depth of 175 feet, one boring to a depth of 150 feet, and four borings to a depth of 30 feet.

Proper equipment and materials handling, and the use of clean (decontaminated) equipment is important to prevent contaminants from being introduced at the site.

### 2. Scope of Work

The general scope of work includes geotechnical boring and collection of samples for laboratory analysis. Details for each of these items are presented below. The licensed drilling company (hereafter referred to as DRILLER) will provide a bid per the provisions in Section 4 and the scope of work described in Section 6.

### 3. General Provisions

- 3.1 **Scope of Responsibility**  
DRILLER shall furnish all labor, equipment (including mobilization / demobilization), and materials for abandoning the borings as described in these specifications.
- 3.2 **Permits and Notifications**  
DRILLER will be responsible for notifying the Idaho Department of Water Resources (IDWR) of the work using Page 1 of IDWR form 238(4)-2. DRILLER will be responsible for completing Page 2 of the form and submitting it to IDWR at the completion of the work.
- 3.3 **Access**  
DRILLER will have access to the site to perform the work described herein during normal landfill operating hours (Monday through Saturday, 7:30 am to 5:30 pm, major holidays excluded). Roads to access the boring locations are limited, and a track mounted rig will be required to access the boring locations. Drill pads will be constructed by the COUNTY.
- 3.4 **Security**  
DRILLER will be responsible to securing their equipment and supplies at the end of each work shift. COUNTY will not be responsible for losses by vandalism, theft, weather, or natural disasters. DRILLER shall secure their work areas and barricade or cover well opening to ensure public safety and to prevent the entry of foreign material (solids and liquids) whenever work is interrupted by such events as overnight shutdown or weather delays.

- 3.5 Spills or Chemical Releases  
DRILLER shall be responsible for addressing and immediately responding to any spill (at driller's expense and in a manner satisfactory to the COUNTY) that may occur from DRILLER's activities and equipment. This may include, but is not limited to, immediately controlling the spill, notifying the Solid Waste Director, and taking corrective action.
- 3.6 Health and Safety  
DRILLER is responsible for the Health and Safety of the drilling crew and support personnel. COUNTY may request a copy of DRILLER'S project Health and Safety plan prior to beginning site activities. In addition, the DRILLER must comply with the current recommendations as issued by the CDC and state of Idaho, as well as any requirements of Canyon County during the COVID-19 pandemic.
- 3.7 Compliance With Rules  
Notwithstanding the text of this Request for Bid, DRILLER must conduct and complete the work in accordance with applicable IDWR regulations.

**4. Geotechnical Boring Details**

The quantity and drilling depth of the geotechnical borings is provided below:

Quantity	Total Depth (ft)
4	30
1	150
1	175
3	200
<b>Total: 9</b>	<b>Total: 1,045</b>

- 1. Continuous sonic drilling core will be collected from all borings.
- 2. The drilling rig should have an automatic safety hammer for collecting SPT samples using split spoon and California (liner) barrels.
- 3. The rig should also be equipped to push thin-walled Shelby tubes at intervals selected by the field engineer. Assume a minimum of 24 Shelby tube and 24 California liner samples.
- 4. If encountered, groundwater levels will be recorded in each boring at the conclusion of drilling prior to abandonment.
- 5. The drill crew must meet the requisite health and safety requirements, including Level D PPE to perform the field work and any site-specific requirements.
- 6. All field work will be completed under a single mobilization/demobilization.

**5. Specific Work Details**

5.1 30-foot Borings

DRILLER will collect continuous sonic drilling cores for the four 30-foot borings. Standard penetration resistance samples will be collected every 2.5 feet in the upper 15 feet, then at 5-foot intervals to a depth of 30 ft. Anticipate two Shelby Tube and/or California liner samples per boring. Two borings will be in the proposed location of the tank for dust control along Deer Flat Road. The other two borings will be near the office building for the placement of a flare stations for a landfill gas collection system.

5.2 150-foot Boring

DRILLER will collect continuous sonic drilling cores for the full depth of the boring. Standard penetration resistance samples will be collected every 5 feet in the upper 50 feet, then at 10-foot intervals to the full depth of the boring. Anticipate six Shelby Tube and/or California liner samples per boring.

5.3 175 foot Boring

DRILLER will collect continuous sonic drilling cores for the full depth of the boring. Standard penetration resistance samples will be collected every 5 feet in the upper 50 feet, then at 10-foot intervals to the full depth of the boring. Anticipate seven Shelby Tube and/or California liner samples per boring.

5.4 200 foot Boring

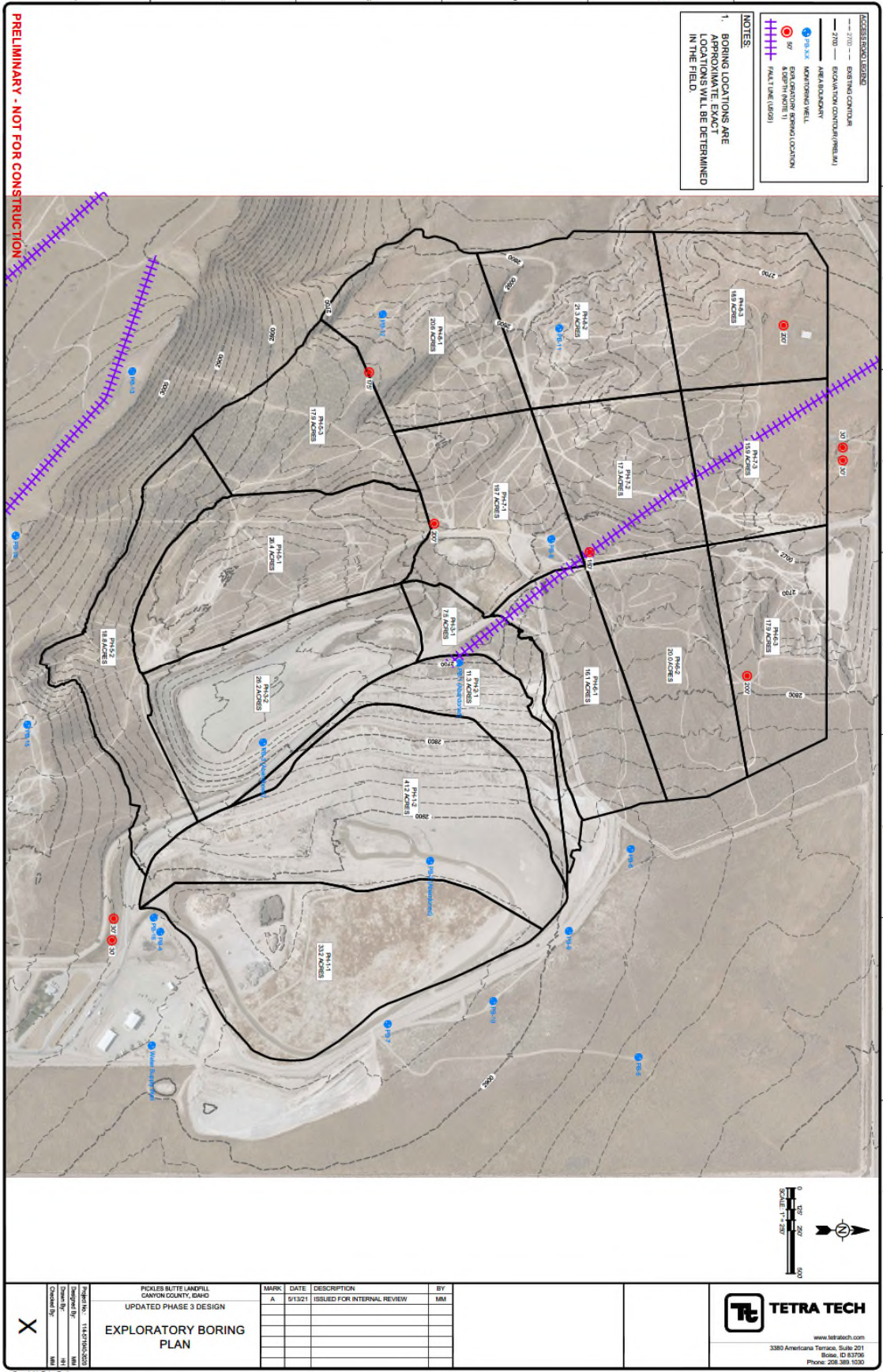
DRILLER will collect continuous sonic drilling cores for the full depth of the boring. Standard penetration resistance samples will be collected every 5 feet in the upper 50 feet, then at 10-foot intervals to the full depth of the boring. Anticipate eight Shelby Tube and/or California liner samples per boring.

5.5 Boring Abandonment

The borings will be abandoned with a neat cement grout. The grout will be placed through a tremie pipe, from the bottom of the boring up, for the full length of the boring to the ground surface. DRILLER will check the level of the grout the next day and add more grout as needed to bring the top to the ground surface.

DRILLER will record the amount of grout used. The grout and placement will need to meet IDWR specifications as described in the IDWR Well Construction Standards Rules, available at

<https://adminrules.idaho.gov/rules/current/37/370309.pdf>.



PRELIMINARY - NOT FOR CONSTRUCTION

X	Project No:	114-571045-2021
	Drawn By:	MM
	Checked By:	MM
	Date:	5/13/21

MARK	DATE	DESCRIPTION	BY
A	5/13/21	ISSUED FOR INTERNAL REVIEW	MM

PICKLES BUTTE LANDFILL  
 CANYON COUNTY, IDAHO  
 UPDATED PHASE 3 DESIGN  
**EXPLORATORY BORING PLAN**

**TETRA TECH**  
 www.tetrattech.com  
 3380 Americana Terrace, Suite 201  
 Boise, ID 83706  
 Phone: 208.389.1030

**CONTRACTOR'S BID FORM  
FOR  
THE FY22 PICKLES BUTTE SANITARY LANDFILL  
GEOTECHNICAL BORING PROJECT**

**NAME OF BIDDER:** \_\_\_\_\_

Bidder's Public Works Contractor's License # \_\_\_\_\_

**TO:** Board of County Commissioners  
Canyon County Courthouse  
1115 Albany Street  
Caldwell, Idaho 83605

**Bid:** Use attached bid form, affixed hereto as the "Bid Proposal".

**1. Scope of Work**

The undersigned bidder, having familiarized itself with the local conditions affecting the cost of the Work, and with the Contract Documents, detailed specifications, blueprints, special provisions and any Addenda on file in the office of the CANYON COUNTY BOARD OF COMMISSIONERS, First Floor, Canyon County Courthouse, 1115 Albany, Caldwell, Idaho 83605, does hereby propose to perform everything required to be performed, to provide and furnish all the labor, materials, necessary tools, expendable equipment, and all utility and transportation services necessary to perform, and to complete in a workmanlike manner, all of the work required as noted in the Solicitation of Bids, contract and specifications for the Landfill Monitoring Well Project for the bid amount noted on the Bid Schedule.

**2. Addenda**

Bidder hereby expressly acknowledges receipt of Addendum(s) No. \_\_\_\_\_.

**3. 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.

**4. Right to Reject Bids**

In submitting this bid, and in accordance with the Solicitation for Bids, 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.



## **5. 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 licensed and qualified to do the proposed work in Idaho.

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 or otherwise has 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 Solicitation for Bids, and addenda and exhibits issued and attached to the specifications, 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 Solicitation. By making a Bid, the Bidder represents that it has read and understands the Bidding and Contract documents, has 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 § 67-2310 to report, and does here so report, the anticipated participation on this Project of the following subcontractors:

a. Name and Contractor's License Number of \_\_\_\_\_ Subcontractor:

\_\_\_\_\_

b. Name and Contractor's License Number of \_\_\_\_\_ Subcontractor:

\_\_\_\_\_

c. Name and Contractor's License Number of \_\_\_\_\_ Subcontractor:

\_\_\_\_\_

**BID PROPOSAL**

The bid price shall include all equipment, materials, and labor to complete the Scope of Work described in the attached Request for Bid document. The prices are to be listed in US Dollars.

Total Bid Amount for three borings to a depth of 200 feet, one boring to a depth of 175 feet, one boring to a depth of 150 feet, and four borings to a depth of 30 feet:

\$ \_\_\_\_\_

Time estimated to complete the work: \_\_\_\_\_ working days.

\_\_\_\_\_  
Name of Drilling Company

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Date Signed

\_\_\_\_\_  
Company Street Address

\_\_\_\_\_  
City, State, Zip Code

\_\_\_\_\_  
Contact Information (phone number or email)

**IN WITNESS HERETO** the undersigned has set his (its) hand this \_\_\_\_ day of \_\_\_\_\_, 2021.

**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 \_\_\_\_\_, 2021, 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: \_\_\_\_\_

**FY22 PICKLES BUTTE SANITARY LANDFILL  
GEOTECHNICAL BORING PROJECT AGREEMENT**

**THIS AGREEMENT** is made this day of \_\_\_\_\_ 2021, between, \_\_\_\_\_  
\_\_\_\_\_ having a local address of \_\_\_\_\_  
(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 for Bids pursuant to procedures provided by Idaho Code Section 67-2805 for the purpose of identifying the lowest responsive bid for the FY2022 Pickles Butte Sanitary Landfill Geotechnical Expansion Boring Project (hereinafter “Project”); and

**WHEREAS**, COUNTY has determined that CONTRACTOR’s bid to provide said construction services was the lowest responsive bid received and that funds sufficient to complete such construction have been duly appropriated for expenditure in FY22.

**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:

On-site drilling consisting of nine sonic borings of specified depth as part of a geotechnical investigation as described in the Solicitation for Bids, 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 and complex installer, 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 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 (\$\_\_\_\_\_), payable in installments proportional to the work completed and issued not more frequently than monthly.

Prior to the first payment, the CONTRACTOR shall submit to the County an initial schedule of values allocated to the work that shall be used as a basis for reviewing invoices. Invoices shall certify that payment is for

work, materials, equipment or supplies actually performed or actually installed in furtherance of the sewer relocation 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:

Director David Loper  
Pickles Butte Sanitary Landfill  
15500 Missouri Avenue  
Nampa, ID 83868  
(208) 466-7288

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.

5. **INSURANCE:**

5.1 CONTRACTOR agrees to obtain and keep in force during its acts under this Agreement insurance as required by the solicitation for bids, 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 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:**

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

7. **INDEPENDENT CONTRACTOR:**

7.1 The parties agree that CONTRACTOR is the independent contractor of COUNTY and in no way an employee or agent of COUNTY and is not entitled to worker's compensation or any benefit of employment with COUNTY.

7.2 COUNTY shall have no control over the performance of this Agreement by CONTRACTOR or its employees, except to specify the time and place of performance, and the results to be achieved. COUNTY shall have no responsibility for security or protection of CONTRACTOR supplies or equipment.

8. **PERSONNEL AND SECURITY REQUIREMENTS:**

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

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

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

9.1 Pursuant to Idaho Code 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 or before the date of the execution of this Agreement. The performance bond 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.

**IN WITNESS WHEREOF**, the parties have executed this Agreement.

CONTRACTOR

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed name

\_\_\_\_\_  
Company name

\_\_\_\_\_  
Title

STATE OF IDAHO            )  
  ) ss.  
County of \_\_\_\_\_ )

On the \_\_\_\_ day of \_\_\_\_\_, 2021, before me, the undersigned Notary Public, personally appeared \_\_\_\_\_, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that s/he executed the same.

IN WITNESS WHEREOF, I have set my hand and seal the day and year as above written.

\_\_\_\_\_  
Notary Public for \_\_\_\_\_  
Residing at \_\_\_\_\_  
Commission Expires: \_\_\_\_\_

**CANYON COUNTY BOARD OF COUNTY COMMISSIONERS**

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

- \_\_\_\_\_ Motion Carried Unanimously
- \_\_\_\_\_ Motion Carried/Split Vote Below
- \_\_\_\_\_ Motion Defeated/Split Vote Below

	Yes	No	Did Not Vote
_____ Commissioner Leslie Van Beek	_____	_____	_____
_____ Commissioner Keri K. Smith	_____	_____	_____
_____ Commissioner Pam White	_____	_____	_____

ATTEST: CHRIS YAMAMOTO, CLERK

\_\_\_\_\_, Deputy Clerk

**CANYON COUNTY PICKLES BUTTE SANITARY LANDFILL**

\_\_\_\_\_  
David Loper

STATE OF IDAHO            )  
  ) ss.  
County of \_\_\_\_\_)

On the \_\_\_\_ day of \_\_\_\_\_, 2021, before me, the undersigned Notary Public, personally appeared \_\_\_\_\_, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that s/he executed the same.

IN WITNESS WHEREOF, I have set my hand and seal the day and year as above written.

\_\_\_\_\_  
Notary Public for \_\_\_\_\_  
Residing at \_\_\_\_\_  
Commission Expires: \_\_\_\_\_