

# Twin Falls School District

## Service Contracts 2019-2020

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## A Chance 4 Change

A Chance 4 Change LLC

### MEMORANDUM OF UNDERSTANDING

This MEMORANDUM OF UNDERSTANDING (the "MOU") is made and entered into effective as of this day of ~~AcCe~~—, 202, by and among A Chance 4 Change LLC, an Idaho limited liability company ("Service Provider"), and the entity listed as on the signature page hereto (the "Referring Agency").

#### RECITALS

WHEREAS, the Service Provider is engaged in the business of providing specialized outpatient counseling, behavioral health services and family psychotherapy for at-risk youth and young adults (the "Services").

WHEREAS, the Referring Agency, in their role providing public education and/or private non-profit services, routinely interacts with youth or young adults who could benefit from Services provided by the Service Provider.

WHEREAS, the Service Provider is willing to make one or more professionals available to provide on-site Services to at-risk youth or young adults that are identified by the Referring Agency.

WHEREAS, the parties desire to enter into this MOU providing the terms under which Service Provider will provide such services.

NOW THEREFORE, in consideration of the mutual covenants contained herein and other due and valid consideration, the receipt of which is hereby acknowledged, the parties hereby agree as follows:

1. Duties of Parties.

1.1. Referring Agency. The Referring Agency shall be responsible for ensuring the following:

(a). Identification of Participants. Employees of the Referring Agency will identify qualifying individuals to receive Services (each a "Participant"). The Referring Agency will then discuss the receipt of Services with the Participant and, as necessary, any parent or guardian of the Participant. The Referring Agency shall be responsible for distributing a consent packet from the Participant and his/her parents or guardians, as necessary, including a Client Information Form, Authorization and Consent to Treat Form, and Authorization for use and

Disclosure of Protected Health Information (allowing for communication between Service Provider and Referring Agency) (the "Consent Packet") and attempting to obtain a completed Consent Packet prior to referring Participants to the Service Provider.

(b). Provision of Space. The Referring Agency shall provide a clean, safe and private space for the Service Provider free of charge to meet with Participants uninterrupted during their appointments (the "Space"). The Service Provider shall not be considered a tenant of the Referring Agency and shall not be responsible for the Space in any way, including rent, maintenance, utilities, etc. All responsibility for the Space shall at all times remain with the Referring Agency.

(c). Training. The Referring Agency shall provide Service Provider employees with appropriate site-specific training regarding facilities, emergency procedures and reporting structure.

1.2. Service Provider.

(a). Provision of Clinicians. The Service Provider shall provide one or more licensed clinicians to provide on-site Services to Participants hereunder subject to the hours of operation of both parties and the reasonable availability of Service Provider's staff. Service Provider does not guarantee any minimum number of hours that it will be available to provide Services hereunder. In the event demand exceeds availability or what the Service Provider is willing to provide, then the parties shall address the issue at a quarterly review of this MOU. The Service Provider shall at all times maintain responsibility for the administration of its own employees and the manner in which the Services are provided.

(b). Communication. The Service Provider shall communicate regularly with Referring Agency building-level administration regarding scheduling and Services provided hereunder.

(c). Insurance. The Service Provider shall be responsible for carrying and maintaining in full force and effect one or more policies of insurance covering the provision of Services hereunder in the amount of at least \$1000,000.

(d). Consent Packet. The Service Provider shall be responsible for obtaining a completed Consent Packet from all Participants and their parents or guardians, as applicable, prior to commencing treatment.

(e). Maintenance of Files. The Service Provider shall be responsible for maintaining its own notes and files relating to the Services provided to Participants hereunder. No files shall be stored on site with the Referring Agency.

(f). Billing. The Service Provider shall solely be responsible for billing and collection for any Services provided hereunder directly to Participants or their insurers, as may be agreed between the Service Provider and the Participant and/or his/her parent or guardian, as applicable.

(g). Scheduling. Once a referral has been made to the Service Provider, the Service Provider shall be responsible for coordinating the scheduling of appointments.

(h). Methods; Termination of Participant. The Service Provider, or its clinicians, shall be solely responsible, in its sole and absolute discretion, for determining the methods employed in counseling and treatment of the Participants in their professional judgment,

OSEN-002 / MOU;

2/27/20

including referral to additional professionals or treatments, and for terminating any Participant from treatment; provided, however, that prior to terminating a Participant from treatment, the Service Provider will communicate with Referring Agency on-site counselors and/or social workers its reasons for doing so and reasonably collaborate with such professionals on other avenues short of termination.

## 2. Mutual Responsibilities

2.1. Quarterly Review. The parties shall meet quarterly, or at such longer intervals as the parties may agree, to assess the provision of Services hereunder and address any issues that may arise based on needs and priorities.

2.2. Confidentiality. The parties shall not use or disclose a Participant's personal behavioral health information in a manner that would violate the requirements of the HIPAA privacy rule or the Family Educational Rights and Privacy Act (FERPA), as applicable.

3. This MOU may be terminated by either party without cause upon 30 days' written notice to the other party. This MOU may be terminated by either party upon the material breach of the other party which remains

uncured after seven (7) days' written notice. Unless earlier terminated, this MOU shall continue in effect for one (1) year from the effective date hereof and shall thereafter automatically renew for successive one-year terms until otherwise terminated.

4. Limitation on Multiple Locations. The Service Provider shall only provide Services at such locations as it may agree, in its sole discretion. If the Referring Agency has more than one location, then it is responsible to confirm in writing the location(s) at which the Service Provider will provide Services prior to providing any referrals for locations other than those which the Service Provider has already approved.

5. Relationship. The parties agree that nothing contained in this MOU shall create any joint venture, partnership, agency, or employment arrangement, and neither party shall have authority to bind or act on behalf of the other. Neither party shall receive any compensation from the other party for services related to this MOU.

6. Indemnification. Each party agrees to defend, indemnify and hold harmless the other party, its parent, subsidiaries and affiliates and each of their agents, shareholders, members, managers, officers, directors, employees, representatives, successors and permitted assigns (collectively, the "Indemnified Parties") from and against all losses, including costs and attorney fees of any resulting litigation, that such Indemnified Parties may suffer, arising out of, resulting from or connected with the performance of the indemnifying party's responsibilities hereunder or for the willful misconduct or negligent acts or omissions of such party or its employees, agents or contractors. This indemnification is not limited to third party claims.

7. Pöclusilöty. This MOU shall not be consftued to be an exclusive agreement between the parties, nor shall it be deemed to require the Referring Agency to provide any referrals to the Service Provider hereunder or provide any minimum number of Participants.

OSEN-002 / Mou;  
207120

8. Authority. Bach individual executing this MOU on behalf of any entity represents and warrants that he or she is duly authorized to execute and deliver this MOU on behalf of such entity, has all necessary authorization and authority to do so and that this MOU shall be binding upon such entity in accordance with its terms.

9. Successors and Assigns. This MOU and the rights of the parties hereunder may not be assigned (except by operation of law) and, to the extent permitted by law, shall be binding upon and shall inure to the benefit of the parties hereto, their successors and pennitted assigns and the heirs and legal representatives of any individual party hereto. Notwithstanding the foregoing, in the event Service Provider shall hereafter affect a reorganization, consolidation, merger or other transfer of all or substantially all of its properties, assets or business to another person or entity (a "Successor



Entity"), Service Provider may assign its rights and obligations under this MOU to such Successor Entity by providing written notice of the same to the Referring Agency, which assignment shall constitute a novation of this MOU whereby the Successor Entity shall be solely entitled to, and responsible for, the rights and obligations of Service Provider hereunder.

10. Entire Agreement Amendments. This MOU constitutes the entire agreement and understanding among the parties hereto with respect to the subject matter hereof, and supersedes all prior understandings and agreements, whether written or oral, with respect to the subject matter hereof. This MOU may be modified or amended only by a written instrument executed by the parties hereto.

11. Counterparts. This MOU may be executed in any number of counterparts by original or facsimile signature, each of which shall be deemed an original, but all of which together shall constitute one instrument,

12. Governing Law. This MOU shall be construed in accordance with the laws of the State of Idaho without regard to its conflict of law rules.

13. Litigation. Should any litigation be commenced between the parties concerning this MOU or the rights and duties of the parties in relation thereto, the action shall be brought in Twin Falls County, Idaho or the United States District Court for the State of Idaho. The prevailing party in any litigation shall be entitled to recover, in addition to such other relief as may be granted, reasonable attorneys' fees and costs.

14. Notices. All notices hereunder shall be in writing and deemed to have been duly served immediately upon personal service or within 48 hours after mailing if sent by certified mail to the addresses set forth on the signature page hereto.

15. Time of the Essence. The parties hereto agree that time is and shall be of the essence in each and every term and condition contained herein.

[the remainder of this page is left intentionally blank].

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date and year first written above.

Service Provider A Chance 4 Change LLC 459 Locust St. North #102 By:

\_\_\_\_\_

Twin Falls, ID 83301 Name: Melissa Osen, I-MSW OSEN-002/MOU; 5v.2/27/20

Referring Agency

Entity Name: Harrison Elementary

600 Harrison St. \_\_\_\_\_

Twin Falls ID 83301 \_\_\_\_\_

BY: Twin Falls

WILLIAM  


School District

Name: William Brulotte

Title: Assistant Superintendent \_\_\_\_\_

At-Risk/On-Site Services

## Beams Flooring America

TWIN FALLS PUBLIC SCHOOLS  
**SCHOOL DISTRICT NO. 411**  
201 MAIN AVE. WEST  
TWIN FALLS, IDAHO 83301-6197  
(208) 733-6900 FAX (208) 733-8474

### SERVICES CONTRACT

This contract is hereby made and entered into this 21st day of May,  
2020, by and between Twin Falls School District, hereafter  
called Owner, and Beams Flooring America, hereafter called  
Contractor.

The said parties, for the considerations hereinafter mentioned, hereby agree to the following:

1. The Contractor agrees to provide all of the material and labor required to perform the following  
work: Remove glue down carpet & install carpet tile in Room #18  
(as per estimate)  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Location that work is to be performed  
at: Lincoln Elementary School, 238 Buhl Street  
\_\_\_\_\_
2. The Owner hereby agrees to pay the Contractor, for the aforesaid materials and labor, the sum of \$3,619.39. Once the work is completed, inspected and we receive the invoice from the Contractor; then we will put it in our next regular accounts payable cycle for board approval, which is the second Monday of each month.
3. The Contractor agrees that the entire above-described work shall be completed no later than the 31st day of July, 2020.
4. The Contractor agrees to provide and pay for all materials, tools and equipment required for the prosecution and timely completion of the work. Unless otherwise specified, all materials shall be new and of good quality.
5. In the prosecution of the work, the Contractor shall employ a sufficient number of workers skilled in the trade to suitably perform the work.
6. All changes and deviations in the work ordered by the Owner must be in writing, the contract sum being increased or decreased accordingly by the Contractor. Any claims for

increases in the cost of the work must be presented by the Contractor to the Owner in writing, and written approval of the Owner shall be obtained by the Contractor before proceeding with the ordered change or revision.

7. The Owner, Owner's representative and public authorities shall at all times have access to the work.
8. The Contractor agrees to re-execute any work which does not conform to the drawings (if required) and specifications, warrants the work performed, and agrees to remedy any defects resulting, from faulty materials or workmanship which shall become evident during a period of one year after completion of the work.
9. The Contractor agrees to furnish a valid certificate of insurance for Worker's Compensation and a valid certificate of liability listing the Twin Falls School District as the additional insured for \$1M to the Owner prior to work being started on the project.
10. Contractor must obtain all necessary permits and licenses required by the local municipal/county government to do the work.
11. In the event the Contractor is delayed in the prosecution of the work by acts of God, fire, flood or any other unavoidable casualties; or by labor strikes, late delivery of materials; or by neglect of the Owner; the time for completion of the work shall be extended for the same period as the delay occasioned by any of the aforementioned causes.
12. In the event the work is delayed due to neglect of the Contractor, the Contractor agrees to pay the owner the sum of \$100.00 per day as liquidated damages until such time as the work is completed.
13. This contract contains the entire agreement of the parties, and there are no other promises or conditions in any other agreement whether oral or written concerning the subject matter of this contract. This contract supersedes any prior written or oral agreements between the parties.
14. Contractor agrees to indemnify, defend, and hold harmless the Owner, 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 agent, employees, or representatives under this agreement.
15. The Owner shall have the right to inspect all work performed under this contract. All work that needs to be inspected or tested and certified by an engineer as a condition of

any government departments or other state agency, or inspected and certified by the local health officer, shall be done at each necessary stage of the project and before further work can continue. All inspection and certification (if required) will be done at the Owner's expense.

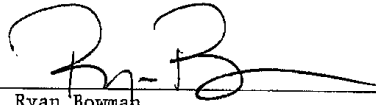
16. Neither the Owner nor Contractor shall have the right to assign any rights or interest occurring under this agreement without the written consent of the other, nor shall the Contractor assign any sums due, or to become due, to him under the provisions of this agreement.

17. This agreement shall be interpreted under the laws of the State of Idaho.

18. Attorney's fees and court costs shall be paid by the defendant in the event that judgment must be, and is, obtained to enforce this agreement or any breach thereof.

**OWNER:**

Twin Falls School District

By:   
Ryan Bowman  
Title: Director of Operations & Technology Education

**CONTRACTOR:**

Beams Flooring America  
Contractor's License #: RCE-6634  
Public Works License # PWC-C-15700-C-4  
By: Mark L Beams  
Title: Owner / President

TWIN FALLS PUBLIC SCHOOLS  
SCHOOL DISTRICT NO. 411  
201 MAIN AVE. WEST  
TWIN FALLS, IDAHO 83301-6197  
(208) 733-6900 FAX (208) 733-8474

SERVICES CONTRACT

This contract is hereby made and entered into this 21st day of May,  
2020, by and between Twin Falls School District, hereafter  
called Owner, and Beams Flooring America, hereafter called  
Contractor.

The said parties, for the considerations hereinafter mentioned, hereby agree to the following:

1. The Contractor agrees to provide all of the material and labor required to perform the following  
work: Remove glue down carpet and install carpet tile in room #14  
(as per estimate)  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Location that work is to be performed  
at: Lincoln Elementary School, 238 Buhl Street  
\_\_\_\_\_
2. The Owner hereby agrees to pay the Contractor, for the aforesaid materials and labor, the  
sum of \$3,615.00. Once the work is completed, inspected and we receive the  
invoice from the Contractor; then we will put it in our next regular accounts payable  
cycle for board approval, which is the second Monday of each month.
3. The Contractor agrees that the entire above-described work shall be completed no later  
than the 31st day of July, 2020.
4. The Contractor agrees to provide and pay for all materials, tools and equipment required  
for the prosecution and timely completion of the work. Unless otherwise specified, all  
materials shall be new and of good quality.
5. In the prosecution of the work, the Contractor shall employ a sufficient number of  
workers skilled in the trade to suitably perform the work.
6. All changes and deviations in the work ordered by the Owner must be in writing, the  
contract sum being increased or decreased accordingly by the Contractor. Any claims for

increases in the cost of the work must be presented by the Contractor to the Owner in writing, and written approval of the Owner shall be obtained by the Contractor before proceeding with the ordered change or revision.

7. The Owner, Owner's representative and public authorities shall at all times have access to the work.
8. The Contractor agrees to re-execute any work which does not conform to the drawings (if required) and specifications, warrants the work performed, and agrees to remedy any defects resulting, from faulty materials or workmanship which shall become evident during a period of one year after completion of the work.
9. The Contractor agrees to furnish a valid certificate of insurance for Worker's Compensation and a valid certificate of liability listing the Twin Falls School District as the additional insured for \$1M to the Owner prior to work being started on the project.
10. Contractor must obtain all necessary permits and licenses required by the local municipal/county government to do the work.
11. In the event the Contractor is delayed in the prosecution of the work by acts of God, fire, flood or any other unavoidable casualties; or by labor strikes, late delivery of materials; or by neglect of the Owner; the time for completion of the work shall be extended for the same period as the delay occasioned by any of the aforementioned causes.
12. In the event the work is delayed due to neglect of the Contractor, the Contractor agrees to pay the owner the sum of \$100.00 per day as liquidated damages until such time as the work is completed.
13. This contract contains the entire agreement of the parties, and there are no other promises or conditions in any other agreement whether oral or written concerning the subject matter of this contract. This contract supersedes any prior written or oral agreements between the parties.
14. Contractor agrees to indemnify, defend, and hold harmless the Owner, 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 agent, employees, or representatives under this agreement.
15. The Owner shall have the right to inspect all work performed under this contract. All work that needs to be inspected or tested and certified by an engineer as a condition of

any government departments or other state agency, or inspected and certified by the local health officer, shall be done at each necessary stage of the project and before further work can continue. All inspection and certification (if required) will be done at the Owner's expense.

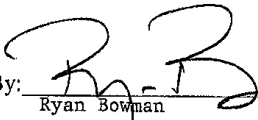
16. Neither the Owner nor Contractor shall have the right to assign any rights or interest occurring under this agreement without the written consent of the other, nor shall the Contractor assign any sums due, or to become due, to him under the provisions of this agreement.

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**OWNER:**

Twin Falls School District

By:   
Ryan Bowman  
Title: Director of Operations & Technology Education

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Public Works License # PWC-c-15700-C-4  
By: Mark L Beams  
Title: Owner / President



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SERVICES CONTRACT

This contract is hereby made and entered into this 21st day of May,  
2020, by and between Twin Falls School District, hereafter  
called Owner, and Beam Flooring America, hereafter called  
Contractor.

The said parties, for the considerations hereinafter mentioned, hereby agree to the following:

1. The Contractor agrees to provide all of the material and labor required to perform the following  
work: Remove glue down carpet & install carpet tile in room #16  
(as per estimate)  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Location that work is to be performed  
at: Lincoln Elementary School, 238 Buhl Street  
\_\_\_\_\_
2. The Owner hereby agrees to pay the Contractor, for the aforesaid materials and labor, the sum of \$3,615.00. Once the work is completed, inspected and we receive the invoice from the Contractor; then we will put it in our next regular accounts payable cycle for board approval, which is the second Monday of each month.
3. The Contractor agrees that the entire above-described work shall be completed no later than the 31st day of July, 2020.
4. The Contractor agrees to provide and pay for all materials, tools and equipment required for the prosecution and timely completion of the work. Unless otherwise specified, all materials shall be new and of good quality.
5. In the prosecution of the work, the Contractor shall employ a sufficient number of workers skilled in the trade to suitably perform the work.
6. All changes and deviations in the work ordered by the Owner must be in writing, the contract sum being increased or decreased accordingly by the Contractor. Any claims for

increases in the cost of the work must be presented by the Contractor to the Owner in writing, and written approval of the Owner shall be obtained by the Contractor before proceeding with the ordered change or revision.

7. The Owner, Owner's representative and public authorities shall at all times have access to the work.
8. The Contractor agrees to re-execute any work which does not conform to the drawings (if required) and specifications, warrants the work performed, and agrees to remedy any defects resulting, from faulty materials or workmanship which shall become evident during a period of one year after completion of the work.
9. The Contractor agrees to furnish a valid certificate of insurance for Worker's Compensation and a valid certificate of liability listing the Twin Falls School District as the additional insured for \$1M to the Owner prior to work being started on the project.
10. Contractor must obtain all necessary permits and licenses required by the local municipal/county government to do the work.
11. In the event the Contractor is delayed in the prosecution of the work by acts of God, fire, flood or any other unavoidable casualties; or by labor strikes, late delivery of materials; or by neglect of the Owner; the time for completion of the work shall be extended for the same period as the delay occasioned by any of the aforementioned causes.
12. In the event the work is delayed due to neglect of the Contractor, the Contractor agrees to pay the owner the sum of \$100.00 per day as liquidated damages until such time as the work is completed.
13. This contract contains the entire agreement of the parties, and there are no other promises or conditions in any other agreement whether oral or written concerning the subject matter of this contract. This contract supersedes any prior written or oral agreements between the parties.
14. Contractor agrees to indemnify, defend, and hold harmless the Owner, 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 agent, employees, or representatives under this agreement.
15. The Owner shall have the right to inspect all work performed under this contract. All work that needs to be inspected or tested and certified by an engineer as a condition of

any government departments or other state agency, or inspected and certified by the local health officer, shall be done at each necessary stage of the project and before further work can continue. All inspection and certification (if required) will be done at the Owner's expense.


16. Neither the Owner nor Contractor shall have the right to assign any rights or interest occurring under this agreement without the written consent of the other, nor shall the Contractor assign any sums due, or to become due, to him under the provisions of this agreement.

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Title: Director of Operations & Technology Education

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Contractor.

The said parties, for the considerations hereinafter mentioned, hereby agree to the following:

1. The Contractor agrees to provide all of the material and labor required to perform the following  
work: Remove existing glue down carpet and install carpet tile in  
rooms 13 & 14 (as per estimate)  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Location that work is to be performed  
at: Sawtooth Elementary School, 1771 Stadium Blvd.  
\_\_\_\_\_
2. The Owner hereby agrees to pay the Contractor, for the aforesaid materials and labor, the  
sum of \$9,032.00. Once the work is completed, inspected and we receive the  
invoice from the Contractor; then we will put it in our next regular accounts payable  
cycle for board approval, which is the second Monday of each month.
3. The Contractor agrees that the entire above-described work shall be completed no later  
than the 31st day of July, 20 20.
4. The Contractor agrees to provide and pay for all materials, tools and equipment required  
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5. In the prosecution of the work, the Contractor shall employ a sufficient number of  
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9. The Contractor agrees to furnish a valid certificate of insurance for Worker's Compensation and a valid certificate of liability listing the Twin Falls School District as the additional insured for \$1M to the Owner prior to work being started on the project.
10. Contractor must obtain all necessary permits and licenses required by the local municipal/county government to do the work.
11. In the event the Contractor is delayed in the prosecution of the work by acts of God, fire, flood or any other unavoidable casualties; or by labor strikes, late delivery of materials; or by neglect of the Owner; the time for completion of the work shall be extended for the same period as the delay occasioned by any of the aforementioned causes.
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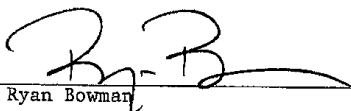
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**OWNER:**

Twin Falls School District

By:   
Ryan Bowman  
Title: Director of Operations & Technology Education

**CONTRACTOR:**

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Contractor's License #: RCE-6634  
Public Works License # PWC-C-15700-C-4  
By: Mark L Beams  
Title: Owner / President

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The said parties, for the considerations hereinafter mentioned, hereby agree to the following:

1. The Contractor agrees to provide all of the material and labor required to perform the following  
work: Remove existing glue down carpet & install carpet tile in  
rooms 15 & 16 (as per estimate)  
\_\_\_\_\_  
\_\_\_\_\_  
Location that work is to be performed  
at: Sawtooth Elementary School, 1771 Stadium Blvd.  
\_\_\_\_\_
2. The Owner hereby agrees to pay the Contractor, for the aforesaid materials and labor, the  
sum of \$9,032.00. Once the work is completed, inspected and we receive the  
invoice from the Contractor; then we will put it in our next regular accounts payable  
cycle for board approval, which is the second Monday of each month.
3. The Contractor agrees that the entire above-described work shall be completed no later  
than the 31st day of July, 2020.
4. The Contractor agrees to provide and pay for all materials, tools and equipment required  
for the prosecution and timely completion of the work. Unless otherwise specified, all  
materials shall be new and of good quality.
5. In the prosecution of the work, the Contractor shall employ a sufficient number of  
workers skilled in the trade to suitably perform the work.
6. All changes and deviations in the work ordered by the Owner must be in writing, the  
contract sum being increased or decreased accordingly by the Contractor. Any claims for

increases in the cost of the work must be presented by the Contractor to the Owner in writing, and written approval of the Owner shall be obtained by the Contractor before proceeding with the ordered change or revision.

7. The Owner, Owner's representative and public authorities shall at all times have access to the work.
8. The Contractor agrees to re-execute any work which does not conform to the drawings (if required) and specifications, warrants the work performed, and agrees to remedy any defects resulting, from faulty materials or workmanship which shall become evident during a period of one year after completion of the work.
9. The Contractor agrees to furnish a valid certificate of insurance for Worker's Compensation and a valid certificate of liability listing the Twin Falls School District as the additional insured for \$1M to the Owner prior to work being started on the project.
10. Contractor must obtain all necessary permits and licenses required by the local municipal/county government to do the work.
11. In the event the Contractor is delayed in the prosecution of the work by acts of God, fire, flood or any other unavoidable casualties; or by labor strikes, late delivery of materials; or by neglect of the Owner; the time for completion of the work shall be extended for the same period as the delay occasioned by any of the aforementioned causes.
12. In the event the work is delayed due to neglect of the Contractor, the Contractor agrees to pay the owner the sum of \$100.00 per day as liquidated damages until such time as the work is completed.
13. This contract contains the entire agreement of the parties, and there are no other promises or conditions in any other agreement whether oral or written concerning the subject matter of this contract. This contract supersedes any prior written or oral agreements between the parties.
14. Contractor agrees to indemnify, defend, and hold harmless the Owner, 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 agent, employees, or representatives under this agreement.
15. The Owner shall have the right to inspect all work performed under this contract. All work that needs to be inspected or tested and certified by an engineer as a condition of

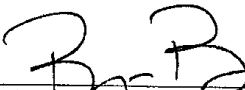


any government departments or other state agency, or inspected and certified by the local health officer, shall be done at each necessary stage of the project and before further work can continue. All inspection and certification (if required) will be done at the Owner's expense.

16. Neither the Owner nor Contractor shall have the right to assign any rights or interest occurring under this agreement without the written consent of the other, nor shall the Contractor assign any sums due, or to become due, to him under the provisions of this agreement.
17. This agreement shall be interpreted under the laws of the State of Idaho.
18. Attorney's fees and court costs shall be paid by the defendant in the event that judgment must be, and is, obtained to enforce this agreement or any breach thereof.

**OWNER:**

Twin Falls School District

By:   
Ryan Bowman  
Title: Director of Operations & Technology Education

**CONTRACTOR:**

Beams Flooring America  
Contractor's License #: RCE-6634  
Public Works License # PWC-C-15700-C-4  
By: Mark L Beams  
Title: Owner / President

TWIN FALLS PUBLIC SCHOOLS  
SCHOOL DISTRICT NO. 411

201 MAIN AVE. WEST  
TWIN FALLS, IDAHO 83301-6197  
(208) 733-6900 FAX (208) 733-8474

SERVICES CONTRACT

This contract is hereby made and entered into this 21st day of May,  
2020 by and between Twin Falls School District, hereafter  
called Owner, and Beams Flooring America, hereafter called  
Contractor.

The said parties, for the considerations hereinafter mentioned, hereby agree to the following:

1. The Contractor agrees to provide all of the material and labor required to perform the following  
work: Removal of carpet & install carpet tile in 3 classrooms  
(as per estimate)  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Location that work is to be performed  
at: Magic Valley High School, 512 Main Ave. N.  
\_\_\_\_\_
2. The Owner hereby agrees to pay the Contractor, for the aforesaid materials and labor, the sum of \$7,262.00. Once the work is completed, inspected and we receive the invoice from the Contractor; then we will put it in our next regular accounts payable cycle for board approval, which is the second Monday of each month.
3. The Contractor agrees that the entire above-described work shall be completed no later than the 31st day of July, 2020.
4. The Contractor agrees to provide and pay for all materials, tools and equipment required for the prosecution and timely completion of the work. Unless otherwise specified, all materials shall be new and of good quality.
5. In the prosecution of the work, the Contractor shall employ a sufficient number of workers skilled in the trade to suitably perform the work.
6. All changes and deviations in the work ordered by the Owner must be in writing, the contract sum being increased or decreased accordingly by the Contractor. Any claims for

increases in the cost of the work must be presented by the Contractor to the Owner in writing, and written approval of the Owner shall be obtained by the Contractor before proceeding with the ordered change or revision.

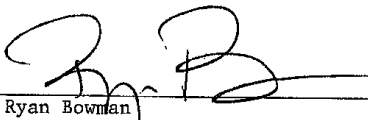
7. The Owner, Owner's representative and public authorities shall at all times have access to the work.
8. The Contractor agrees to re-execute any work which does not conform to the drawings (if required) and specifications, warrants the work performed, and agrees to remedy any defects resulting, from faulty materials or workmanship which shall become evident during a period of one year after completion of the work.
9. The Contractor agrees to furnish a valid certificate of insurance for Worker's Compensation and a valid certificate of liability listing the Twin Falls School District as the additional insured for \$1M to the Owner prior to work being started on the project.
10. Contractor must obtain all necessary permits and licenses required by the local municipal/county government to do the work.
11. In the event the Contractor is delayed in the prosecution of the work by acts of God, fire, flood or any other unavoidable casualties; or by labor strikes, late delivery of materials; or by neglect of the Owner; the time for completion of the work shall be extended for the same period as the delay occasioned by any of the aforementioned causes.
12. In the event the work is delayed due to neglect of the Contractor, the Contractor agrees to pay the owner the sum of \$100.00 per day as liquidated damages until such time as the work is completed.
13. This contract contains the entire agreement of the parties, and there are no other promises or conditions in any other agreement whether oral or written concerning the subject matter of this contract. This contract supersedes any prior written or oral agreements between the parties.
14. Contractor agrees to indemnify, defend, and hold harmless the Owner, 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 agent, employees, or representatives under this agreement.
15. The Owner shall have the right to inspect all work performed under this contract. All work that needs to be inspected or tested and certified by an engineer as a condition of

any government departments or other state agency, or inspected and certified by the local health officer, shall be done at each necessary stage of the project and before further work can continue. All inspection and certification (if required) will be done at the Owner's expense.

16. Neither the Owner nor Contractor shall have the right to assign any rights or interest occurring under this agreement without the written consent of the other, nor shall the Contractor assign any sums due, or to become due, to him under the provisions of this agreement.
17. This agreement shall be interpreted under the laws of the State of Idaho.
18. Attorney's fees and court costs shall be paid by the defendant in the event that judgment must be, and is, obtained to enforce this agreement or any breach thereof.

**OWNER:**

Twin Falls School District

By:   
Ryan Bowman  
Title: Director of Operations & Technology Education

**CONTRACTOR:**

Beam Flooring America  
Contractor's License #: RCE-6634  
Public Works License # PWC-C-15700-C-4  
By: Mark L Beams  
Title: Owner / President

TWIN FALLS PUBLIC SCHOOLS  
SCHOOL DISTRICT NO. 411  
201 MAIN AVE. WEST  
TWIN FALLS, IDAHO 83301-6197  
(208) 733-6900 FAX (208) 733-8474

SERVICES CONTRACT

This contract is hereby made and entered into this 21st day of May,  
2020, by and between Twin Falls School District, hereafter  
called Owner, and Beams Flooring America, hereafter called  
Contractor.

The said parties, for the considerations hereinafter mentioned, hereby agree to the following:

1. The Contractor agrees to provide all of the material and labor required to perform the following  
work: Remove carpet & install carpet tile in Rooms G6 & G7  
(as per estimate)  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Location that work is to be performed  
at: Twin Falls High School, 1615 Filer Ave. E.  
\_\_\_\_\_
2. The Owner hereby agrees to pay the Contractor, for the aforesaid materials and labor, the sum of \$8,792.00. Once the work is completed, inspected and we receive the invoice from the Contractor; then we will put it in our next regular accounts payable cycle for board approval, which is the second Monday of each month.
3. The Contractor agrees that the entire above-described work shall be completed no later than the 31st day of July, 2020.
4. The Contractor agrees to provide and pay for all materials, tools and equipment required for the prosecution and timely completion of the work. Unless otherwise specified, all materials shall be new and of good quality.
5. In the prosecution of the work, the Contractor shall employ a sufficient number of workers skilled in the trade to suitably perform the work.
6. All changes and deviations in the work ordered by the Owner must be in writing, the contract sum being increased or decreased accordingly by the Contractor. Any claims for

increases in the cost of the work must be presented by the Contractor to the Owner in writing, and written approval of the Owner shall be obtained by the Contractor before proceeding with the ordered change or revision.

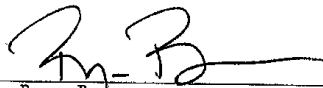
7. The Owner, Owner's representative and public authorities shall at all times have access to the work.
8. The Contractor agrees to re-execute any work which does not conform to the drawings (if required) and specifications, warrants the work performed, and agrees to remedy any defects resulting, from faulty materials or workmanship which shall become evident during a period of one year after completion of the work.
9. The Contractor agrees to furnish a valid certificate of insurance for Worker's Compensation and a valid certificate of liability listing the Twin Falls School District as the additional insured for \$1M to the Owner prior to work being started on the project.
10. Contractor must obtain all necessary permits and licenses required by the local municipal/county government to do the work.
11. In the event the Contractor is delayed in the prosecution of the work by acts of God, fire, flood or any other unavoidable casualties; or by labor strikes, late delivery of materials; or by neglect of the Owner; the time for completion of the work shall be extended for the same period as the delay occasioned by any of the aforementioned causes.
12. In the event the work is delayed due to neglect of the Contractor, the Contractor agrees to pay the owner the sum of \$100.00 per day as liquidated damages until such time as the work is completed.
13. This contract contains the entire agreement of the parties, and there are no other promises or conditions in any other agreement whether oral or written concerning the subject matter of this contract. This contract supersedes any prior written or oral agreements between the parties.
14. Contractor agrees to indemnify, defend, and hold harmless the Owner, 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 agent, employees, or representatives under this agreement.
15. The Owner shall have the right to inspect all work performed under this contract. All work that needs to be inspected or tested and certified by an engineer as a condition of

any government departments or other state agency, or inspected and certified by the local health officer, shall be done at each necessary stage of the project and before further work can continue. All inspection and certification (if required) will be done at the Owner's expense.

16. Neither the Owner nor Contractor shall have the right to assign any rights or interest occurring under this agreement without the written consent of the other, nor shall the Contractor assign any sums due, or to become due, to him under the provisions of this agreement.
17. This agreement shall be interpreted under the laws of the State of Idaho.
18. Attorney's fees and court costs shall be paid by the defendant in the event that judgment must be, and is, obtained to enforce this agreement or any breach thereof.

**OWNER:**

Twin Falls School District

By:   
Ryan Bowman  
Title: Director of Operations & Technology Education

**CONTRACTOR:**

Beams Flooring America  
Contractor's License #: RCE-6634  
Public Works License # PWC-C-15700-C-4  
By: Mark L. Beams  
Title: Owner / President

TWIN FALLS PUBLIC SCHOOLS  
**SCHOOL DISTRICT NO. 411**  
201 MAIN AVE. WEST  
TWIN FALLS, IDAHO 83301-6197  
(208) 733-6900 FAX (208) 733-8474

**SERVICES CONTRACT**

This contract is hereby made and entered into this 21st day of May,  
2020, by and between Twin Falls School District, hereafter  
called Owner, and Beams Flooring America, hereafter called  
Contractor.

The said parties, for the considerations hereinafter mentioned, hereby agree to the following:

1. The Contractor agrees to provide all of the material and labor required to perform the following  
work: Remove carpet & install carpet tile in Room G8 (as per estimate)  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Location that work is to be performed  
at: Twin Falls High School, 1615 Filer Ave. E.  
\_\_\_\_\_
2. The Owner hereby agrees to pay the Contractor, for the aforesaid materials and labor, the sum of \$4,396.00. Once the work is completed, inspected and we receive the invoice from the Contractor; then we will put it in our next regular accounts payable cycle for board approval, which is the second Monday of each month.
3. The Contractor agrees that the entire above-described work shall be completed no later than the 31st day of July, 2020.
4. The Contractor agrees to provide and pay for all materials, tools and equipment required for the prosecution and timely completion of the work. Unless otherwise specified, all materials shall be new and of good quality.
5. In the prosecution of the work, the Contractor shall employ a sufficient number of workers skilled in the trade to suitably perform the work.
6. All changes and deviations in the work ordered by the Owner must be in writing, the contract sum being increased or decreased accordingly by the Contractor. Any claims for



increases in the cost of the work must be presented by the Contractor to the Owner in writing, and written approval of the Owner shall be obtained by the Contractor before proceeding with the ordered change or revision.

7. The Owner, Owner's representative and public authorities shall at all times have access to the work.
8. The Contractor agrees to re-execute any work which does not conform to the drawings (if required) and specifications, warrants the work performed, and agrees to remedy any defects resulting, from faulty materials or workmanship which shall become evident during a period of one year after completion of the work.
9. The Contractor agrees to furnish a valid certificate of insurance for Worker's Compensation and a valid certificate of liability listing the Twin Falls School District as the additional insured for \$1M to the Owner prior to work being started on the project.
10. Contractor must obtain all necessary permits and licenses required by the local municipal/county government to do the work.
11. In the event the Contractor is delayed in the prosecution of the work by acts of God, fire, flood or any other unavoidable casualties; or by labor strikes, late delivery of materials; or by neglect of the Owner; the time for completion of the work shall be extended for the same period as the delay occasioned by any of the aforementioned causes.
12. In the event the work is delayed due to neglect of the Contractor, the Contractor agrees to pay the owner the sum of \$100.00 per day as liquidated damages until such time as the work is completed.
13. This contract contains the entire agreement of the parties, and there are no other promises or conditions in any other agreement whether oral or written concerning the subject matter of this contract. This contract supersedes any prior written or oral agreements between the parties.
14. Contractor agrees to indemnify, defend, and hold harmless the Owner, 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 agent, employees, or representatives under this agreement.
15. The Owner shall have the right to inspect all work performed under this contract. All work that needs to be inspected or tested and certified by an engineer as a condition of

any government departments or other state agency, or inspected and certified by the local health officer, shall be done at each necessary stage of the project and before further work can continue. All inspection and certification (if required) will be done at the Owner's expense.

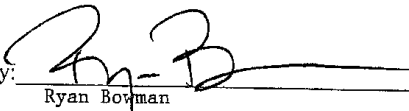
16. Neither the Owner nor Contractor shall have the right to assign any rights or interest occurring under this agreement without the written consent of the other, nor shall the Contractor assign any sums due, or to become due, to him under the provisions of this agreement.

17. This agreement shall be interpreted under the laws of the State of Idaho.

18. Attorney's fees and court costs shall be paid by the defendant in the event that judgment must be, and is, obtained to enforce this agreement or any breach thereof.

**OWNER:**

Twin Falls School District

By:   
Ryan Bowman  
Title: Director of Operations & Technology Education

**CONTRACTOR:**

Beams Flooring America  
Contractor's License #: RCE-6634  
Public Works License # PWC-C-15700-C-4  
By: Mark L. Beams  
Title: President / Owner

TWIN FALLS PUBLIC SCHOOLS  
**SCHOOL DISTRICT NO. 411**  
201 MAIN AVE. WEST  
TWIN FALLS, IDAHO 83301-6197  
(208) 733-6900 FAX (208) 733-8474

**SERVICES CONTRACT**

This contract is hereby made and entered into this 21st day of May,  
2020, by and between Twin Falls School District, hereafter  
called Owner, and Beams Flooring America, hereafter called  
Contractor.

The said parties, for the considerations hereinafter mentioned, hereby agree to the following:

1. The Contractor agrees to provide all of the material and labor required to perform the following  
work: Remove carpet & install carpet tile in Rooms G4 & G5  
(as per estimate)  
  
  
  
Location that work is to be performed  
at: Twin Falls High School, 1615 Filer Ave. E.
2. The Owner hereby agrees to pay the Contractor, for the aforesaid materials and labor, the sum of \$8,792.00. Once the work is completed, inspected and we receive the invoice from the Contractor; then we will put it in our next regular accounts payable cycle for board approval, which is the second Monday of each month.
3. The Contractor agrees that the entire above-described work shall be completed no later than the 31st day of July, 2020.
4. The Contractor agrees to provide and pay for all materials, tools and equipment required for the prosecution and timely completion of the work. Unless otherwise specified, all materials shall be new and of good quality.
5. In the prosecution of the work, the Contractor shall employ a sufficient number of workers skilled in the trade to suitably perform the work.
6. All changes and deviations in the work ordered by the Owner must be in writing, the contract sum being increased or decreased accordingly by the Contractor. Any claims for

increases in the cost of the work must be presented by the Contractor to the Owner in writing, and written approval of the Owner shall be obtained by the Contractor before proceeding with the ordered change or revision.

7. The Owner, Owner's representative and public authorities shall at all times have access to the work.
8. The Contractor agrees to re-execute any work which does not conform to the drawings (if required) and specifications, warrants the work performed, and agrees to remedy any defects resulting, from faulty materials or workmanship which shall become evident during a period of one year after completion of the work.
9. The Contractor agrees to furnish a valid certificate of insurance for Worker's Compensation and a valid certificate of liability listing the Twin Falls School District as the additional insured for \$1M to the Owner prior to work being started on the project.
10. Contractor must obtain all necessary permits and licenses required by the local municipal/county government to do the work.
11. In the event the Contractor is delayed in the prosecution of the work by acts of God, fire, flood or any other unavoidable casualties; or by labor strikes, late delivery of materials; or by neglect of the Owner; the time for completion of the work shall be extended for the same period as the delay occasioned by any of the aforementioned causes.
12. In the event the work is delayed due to neglect of the Contractor, the Contractor agrees to pay the owner the sum of \$100.00 per day as liquidated damages until such time as the work is completed.
13. This contract contains the entire agreement of the parties, and there are no other promises or conditions in any other agreement whether oral or written concerning the subject matter of this contract. This contract supersedes any prior written or oral agreements between the parties.
14. Contractor agrees to indemnify, defend, and hold harmless the Owner, 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 agent, employees, or representatives under this agreement.
15. The Owner shall have the right to inspect all work performed under this contract. All work that needs to be inspected or tested and certified by an engineer as a condition of

any government departments or other state agency, or inspected and certified by the local health officer, shall be done at each necessary stage of the project and before further work can continue. All inspection and certification (if required) will be done at the Owner's expense.


16. Neither the Owner nor Contractor shall have the right to assign any rights or interest occurring under this agreement without the written consent of the other, nor shall the Contractor assign any sums due, or to become due, to him under the provisions of this agreement.

17. This agreement shall be interpreted under the laws of the State of Idaho.

18. Attorney's fees and court costs shall be paid by the defendant in the event that judgment must be, and is, obtained to enforce this agreement or any breach thereof.

**OWNER:**

Twin Falls School District

By:   
Ryan Bowman  
Title: Director of Operations & Technology Education

**CONTRACTOR:**

Beams Flooring America  
Contractor's License #: RCE-6634  
Public Works License # PWC-C-15700-C-4  
By: Mark L Beams  
Title: Owner / President

TWIN FALLS PUBLIC SCHOOLS  
**SCHOOL DISTRICT NO. 411**  
201 MAIN AVE. WEST  
TWIN FALLS, IDAHO 83301-6197  
(208) 733-6900 FAX (208) 733-8474

**SERVICES CONTRACT**

This contract is hereby made and entered into this 21st day of May,  
2020 by and between Twin Falls School District, hereafter  
called Owner, and Beams Flooring America, hereafter called  
Contractor.

The said parties, for the considerations hereinafter mentioned, hereby agree to the following:

1. The Contractor agrees to provide all of the material and labor required to perform the following  
work: Remove carpet & install carpet tile in Room G1 & G2  
(as per estimate)  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Location that work is to be performed  
at: Twin Falls High School, 1615 Filer Ave. E.  
\_\_\_\_\_
2. The Owner hereby agrees to pay the Contractor, for the aforesaid materials and labor, the sum of \$8,792.00. Once the work is completed, inspected and we receive the invoice from the Contractor; then we will put it in our next regular accounts payable cycle for board approval, which is the second Monday of each month.
3. The Contractor agrees that the entire above-described work shall be completed no later than the 31st day of July, 2020.
4. The Contractor agrees to provide and pay for all materials, tools and equipment required for the prosecution and timely completion of the work. Unless otherwise specified, all materials shall be new and of good quality.
5. In the prosecution of the work, the Contractor shall employ a sufficient number of workers skilled in the trade to suitably perform the work.
6. All changes and deviations in the work ordered by the Owner must be in writing, the contract sum being increased or decreased accordingly by the Contractor. Any claims for

increases in the cost of the work must be presented by the Contractor to the Owner in writing, and written approval of the Owner shall be obtained by the Contractor before proceeding with the ordered change or revision.

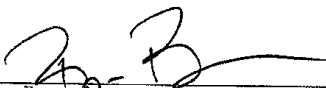
7. The Owner, Owner's representative and public authorities shall at all times have access to the work.
8. The Contractor agrees to re-execute any work which does not conform to the drawings (if required) and specifications, warrants the work performed, and agrees to remedy any defects resulting, from faulty materials or workmanship which shall become evident during a period of one year after completion of the work.
9. The Contractor agrees to furnish a valid certificate of insurance for Worker's Compensation and a valid certificate of liability listing the Twin Falls School District as the additional insured for \$1M to the Owner prior to work being started on the project.
10. Contractor must obtain all necessary permits and licenses required by the local municipal/county government to do the work.
11. In the event the Contractor is delayed in the prosecution of the work by acts of God, fire, flood or any other unavoidable casualties; or by labor strikes, late delivery of materials; or by neglect of the Owner; the time for completion of the work shall be extended for the same period as the delay occasioned by any of the aforementioned causes.
12. In the event the work is delayed due to neglect of the Contractor, the Contractor agrees to pay the owner the sum of \$100.00 per day as liquidated damages until such time as the work is completed.
13. This contract contains the entire agreement of the parties, and there are no other promises or conditions in any other agreement whether oral or written concerning the subject matter of this contract. This contract supersedes any prior written or oral agreements between the parties.
14. Contractor agrees to indemnify, defend, and hold harmless the Owner, 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 agent, employees, or representatives under this agreement.
15. The Owner shall have the right to inspect all work performed under this contract. All work that needs to be inspected or tested and certified by an engineer as a condition of

any government departments or other state agency, or inspected and certified by the local health officer, shall be done at each necessary stage of the project and before further work can continue. All inspection and certification (if required) will be done at the Owner's expense.

16. Neither the Owner nor Contractor shall have the right to assign any rights or interest occurring under this agreement without the written consent of the other, nor shall the Contractor assign any sums due, or to become due, to him under the provisions of this agreement.
17. This agreement shall be interpreted under the laws of the State of Idaho.
18. Attorney's fees and court costs shall be paid by the defendant in the event that judgment must be, and is, obtained to enforce this agreement or any breach thereof.

**OWNER:**

Twin Falls School District

By:   
Ryan Bowman  
Title: Director of Operations & Technology Education

**CONTRACTOR:**

Beams Flooring America  
Contractor's License #: RCE-6634  
Public Works License # PWC-C-15700-C-4  
By: Mark L Beams  
Title: Owner / President



## Bio Turf

TWIN FALLS PUBLIC SCHOOLS  
**SCHOOL DISTRICT NO. 411**  
201 MAIN AVE. WEST  
TWIN FALLS, IDAHO 83301-6197  
(208) 733-6900 FAX (208) 733-8474

### SERVICES CONTRACT

This contract is hereby made and entered into this 9th day of March, 2020, by and between Twin Falls School District, hereafter called Owner, and Bio Turf, hereafter called Contractor.

The said parties, for the considerations hereinafter mentioned, hereby agree to the following:

1. The Contractor agrees to provide all of the material and labor required to perform the following work: Cut sod, prep work for new sod in right field, cut sod out from infield around the dugouts and behind home plate, use good grass sod from infield to repair right field, cap off existing sprinklers on infield area, install bigger heads to water the pumice with irrigation water.  
  
Location that work is to be performed  
at: Canyon Ridge High School, 300 N. College Rd. W.
2. ~~The Owner hereby agrees to pay the Contractor, for the aforesaid materials and labor, the sum of \$2,100.00. Once the work is completed, inspected and we receive the invoice from the Contractor; then we will put it in our next regular accounts payable cycle for board approval, which is the second Monday of each month.~~
3. The Contractor agrees that the entire above-described work shall be completed no later than the 9th day of March, 2020.
4. The Contractor agrees to provide and pay for all materials, tools and equipment required for the prosecution and timely completion of the work. Unless otherwise specified, all materials shall be new and of good quality.
5. In the prosecution of the work, the Contractor shall employ a sufficient number of workers skilled in the trade to suitably perform the work.
6. All changes and deviations in the work ordered by the Owner must be in writing, the contract sum being increased or decreased accordingly by the Contractor. Any claims for

increases in the cost of the work must be presented by the Contractor to the Owner in writing, and written approval of the Owner shall be obtained by the Contractor before proceeding with the ordered change or revision.

7. The Owner, Owner's representative and public authorities shall at all times have access to the work.
8. The Contractor agrees to re-execute any work which does not conform to the drawings (if required) and specifications, warrants the work performed, and agrees to remedy any defects resulting, from faulty materials or workmanship which shall become evident during a period of one year after completion of the work.
9. The Contractor agrees to furnish a valid certificate of insurance for Worker's Compensation and a valid certificate of liability listing the Twin Falls School District as the additional insured for \$1M to the Owner prior to work being started on the project.
10. Contractor must obtain all necessary permits and licenses required by the local municipal/county government to do the work.
11. In the event the Contractor is delayed in the prosecution of the work by acts of God, fire, flood or any other unavoidable casualties; or by labor strikes, late delivery of materials; or by neglect of the Owner; the time for completion of the work shall be extended for the same period as the delay occasioned by any of the aforementioned causes.
- ~~12. In the event the work is delayed due to neglect of the Contractor, the Contractor agrees to pay the owner the sum of \$100.00 per day as liquidated damages until such time as the work is completed.~~
13. This contract contains the entire agreement of the parties, and there are no other promises or conditions in any other agreement whether oral or written concerning the subject matter of this contract. This contract supersedes any prior written or oral agreements between the parties.
14. Contractor agrees to indemnify, defend, and hold harmless the Owner, 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 agent, employees, or representatives under this agreement.
15. The Owner shall have the right to inspect all work performed under this contract. All work that needs to be inspected or tested and certified by an engineer as a condition of

any government departments or other state agency, or inspected and certified by the local health officer, shall be done at each necessary stage of the project and before further work can continue. All inspection and certification (if required) will be done at the Owner's expense.


16. Neither the Owner nor Contractor shall have the right to assign any rights or interest occurring under this agreement without the written consent of the other, nor shall the Contractor assign any sums due, or to become due, to him under the provisions of this agreement.

17. This agreement shall be interpreted under the laws of the State of Idaho.

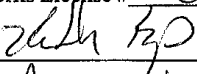
18. Attorney's fees and court costs shall be paid by the defendant in the event that judgment must be, and is, obtained to enforce this agreement or any breach thereof.

**OWNER:**

Twin Falls School District

By:   
Ryan Bowman  
Title: Director of Operations & Technology Education

**CONTRACTOR:**

Bio Turf  
Contractor's License #: RCE-637  
Public Works License # 017134-D-3  
By:   
Title: President

## Boiler Maintenance, LLC

TWIN FALLS PUBLIC SCHOOLS  
**SCHOOL DISTRICT NO. 411**  
201 MAIN AVE. WEST  
TWIN FALLS, IDAHO 83301-6197  
(208) 733-6900 FAX (208) 733-8474

### SERVICES CONTRACT

This contract is hereby made and entered into this 9th day of March,  
2020, by and between Twin Falls School District, hereafter  
called Owner, and Boiler Maintenance LLC, hereafter called  
Contractor.

The said parties, for the considerations hereinafter mentioned, hereby agree to the following:

1. The Contractor agrees to provide all of the material and labor required to perform the following  
work: Replaced low water cut off, sight glass & gaskets, pump and  
motor on boiler #2  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Location that work is to be performed  
at: Morningside Elementary School, 701 Morningside Dr.  
\_\_\_\_\_
2. The Owner hereby agrees to pay the Contractor, for the aforesaid materials and labor, the  
sum of \$2,203.38. Once the work is completed, inspected and we receive the  
invoice from the Contractor; then we will put it in our next regular accounts payable  
cycle for board approval, which is the second Monday of each month.
3. The Contractor agrees that the entire above-described work shall be completed no later  
than the 9th day of March, 2020.
4. The Contractor agrees to provide and pay for all materials, tools and equipment required  
for the prosecution and timely completion of the work. Unless otherwise specified, all  
materials shall be new and of good quality.
5. In the prosecution of the work, the Contractor shall employ a sufficient number of  
workers skilled in the trade to suitably perform the work.
6. All changes and deviations in the work ordered by the Owner must be in writing, the  
contract sum being increased or decreased accordingly by the Contractor. Any claims for

increases in the cost of the work must be presented by the Contractor to the Owner in writing, and written approval of the Owner shall be obtained by the Contractor before proceeding with the ordered change or revision.

7. The Owner, Owner's representative and public authorities shall at all times have access to the work.
8. The Contractor agrees to re-execute any work which does not conform to the drawings (if required) and specifications, warrants the work performed, and agrees to remedy any defects resulting, from faulty materials or workmanship which shall become evident during a period of one year after completion of the work.
9. The Contractor agrees to furnish a valid certificate of insurance for Worker's Compensation and a valid certificate of liability listing the Twin Falls School District as the additional insured for \$1M to the Owner prior to work being started on the project.
10. Contractor must obtain all necessary permits and licenses required by the local municipal/county government to do the work.
11. In the event the Contractor is delayed in the prosecution of the work by acts of God, fire, flood or any other unavoidable casualties; or by labor strikes, late delivery of materials; or by neglect of the Owner; the time for completion of the work shall be extended for the same period as the delay occasioned by any of the aforementioned causes.
12. In the event the work is delayed due to neglect of the Contractor, the Contractor agrees to pay the owner the sum of \$100.00 per day as liquidated damages until such time as the work is completed.
13. This contract contains the entire agreement of the parties, and there are no other promises or conditions in any other agreement whether oral or written concerning the subject matter of this contract. This contract supersedes any prior written or oral agreements between the parties.
14. Contractor agrees to indemnify, defend, and hold harmless the Owner, 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 agent, employees, or representatives under this agreement.
15. The Owner shall have the right to inspect all work performed under this contract. All work that needs to be inspected or tested and certified by an engineer as a condition of

any government departments or other state agency, or inspected and certified by the local health officer, shall be done at each necessary stage of the project and before further work can continue. All inspection and certification (if required) will be done at the Owner's expense.


16. Neither the Owner nor Contractor shall have the right to assign any rights or interest occurring under this agreement without the written consent of the other, nor shall the Contractor assign any sums due, or to become due, to him under the provisions of this agreement.

17. This agreement shall be interpreted under the laws of the State of Idaho.

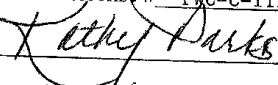
18. Attorney's fees and court costs shall be paid by the defendant in the event that judgment must be, and is, obtained to enforce this agreement or any breach thereof.

**OWNER:**

Twin Falls School District

By:   
Ryan Bowman  
Title: Director of Operations & Technology Education

**CONTRACTOR:**

Boiler Maintenance LLC  
Contractor's License #: C-1857  
Public Works License # PWC-C-11546-C-4  
By:   
Title: Member

TWIN FALLS PUBLIC SCHOOLS  
**SCHOOL DISTRICT NO. 411**  
201 MAIN AVE. WEST  
TWIN FALLS, IDAHO 83301-6197  
(208) 733-6900 FAX (208) 733-8474

**SERVICES CONTRACT**

This contract is hereby made and entered into this 15th day of April, 2020, by and between Twin Falls School District, hereafter called Owner, and Boiler Maintenance LLC, hereafter called Contractor.

The said parties, for the considerations hereinafter mentioned, hereby agree to the following:

1. The Contractor agrees to provide all of the material and labor required to perform the following  
work: Install 2 new traps on condensate line from each wing, opened  
existing condensate lines, blanked off existing flanges, piped new  
traps into existing lines
- Location that work is to be performed  
at: Robert Stuart Middle School, 644 Caswell Ave. W.
2. The Owner hereby agrees to pay the Contractor, for the aforesaid materials and labor, the sum of \$3,448.04. Once the work is completed, inspected and we receive the invoice from the Contractor; then we will put it in our next regular accounts payable cycle for board approval, which is the second Monday of each month.
3. The Contractor agrees that the entire above-described work shall be completed no later than the 30th day of April, 2020.
4. The Contractor agrees to provide and pay for all materials, tools and equipment required for the prosecution and timely completion of the work. Unless otherwise specified, all materials shall be new and of good quality.
5. In the prosecution of the work, the Contractor shall employ a sufficient number of workers skilled in the trade to suitably perform the work.
6. All changes and deviations in the work ordered by the Owner must be in writing, the contract sum being increased or decreased accordingly by the Contractor. Any claims for

increases in the cost of the work must be presented by the Contractor to the Owner in writing, and written approval of the Owner shall be obtained by the Contractor before proceeding with the ordered change or revision.

7. The Owner, Owner's representative and public authorities shall at all times have access to the work.
8. The Contractor agrees to re-execute any work which does not conform to the drawings (if required) and specifications, warrants the work performed, and agrees to remedy any defects resulting, from faulty materials or workmanship which shall become evident during a period of one year after completion of the work.
9. The Contractor agrees to furnish a valid certificate of insurance for Worker's Compensation and a valid certificate of liability listing the Twin Falls School District as the additional insured for \$1M to the Owner prior to work being started on the project.
10. Contractor must obtain all necessary permits and licenses required by the local municipal/county government to do the work.
11. In the event the Contractor is delayed in the prosecution of the work by acts of God, fire, flood or any other unavoidable casualties; or by labor strikes, late delivery of materials; or by neglect of the Owner; the time for completion of the work shall be extended for the same period as the delay occasioned by any of the aforementioned causes.
12. In the event the work is delayed due to neglect of the Contractor, the Contractor agrees to pay the owner the sum of \$100.00 per day as liquidated damages until such time as the work is completed.
13. This contract contains the entire agreement of the parties, and there are no other promises or conditions in any other agreement whether oral or written concerning the subject matter of this contract. This contract supersedes any prior written or oral agreements between the parties.
14. Contractor agrees to indemnify, defend, and hold harmless the Owner, 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 agent, employees, or representatives under this agreement.
15. The Owner shall have the right to inspect all work performed under this contract. All work that needs to be inspected or tested and certified by an engineer as a condition of




any government departments or other state agency, or inspected and certified by the local health officer, shall be done at each necessary stage of the project and before further work can continue. All inspection and certification (if required) will be done at the Owner's expense.

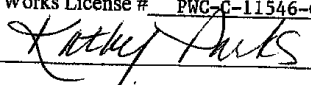
16. Neither the Owner nor Contractor shall have the right to assign any rights or interest occurring under this agreement without the written consent of the other, nor shall the Contractor assign any sums due, or to become due, to him under the provisions of this agreement.
17. This agreement shall be interpreted under the laws of the State of Idaho.
18. Attorney's fees and court costs shall be paid by the defendant in the event that judgment must be, and is, obtained to enforce this agreement or any breach thereof.

**OWNER:**

Twin Falls School District

By:   
Ryan Bowman  
Title: Director of Operations & Technology Education

**CONTRACTOR:**

Boiler Maintenance LLC  
Contractor's License #: C-1857  
Public Works License # PWC-C-11546-C-4  
By:   
Title: member

TWIN FALLS PUBLIC SCHOOLS  
SCHOOL DISTRICT NO. 411  
201 MAIN AVE. WEST  
TWIN FALLS, IDAHO 83301-6197  
(208) 733-6900 FAX (208) 733-8474

**SERVICES CONTRACT**

This contract is hereby made and entered into this 15th day of April, 2020, by and between Twin Falls School District, hereafter called Owner, and Boiler Maintenance LLC, hereafter called Contractor.

The said parties, for the considerations hereinafter mentioned, hereby agree to the following:

1. The Contractor agrees to provide all of the material and labor required to perform the following work: Cleaver Brooks boiler had water leaking out of front end, opened both ends of boiler found one boiler tube leaking. Removed and replaced leaking tube. Filled boiler and hydro tested found no more leaks. Closed up both ends of boiler with new fire and water side gaskets and test fired boiler  
Location that work is to be performed  
at: Robert Stuart Middle School, 644 Caswell Ave. W.
2. The Owner hereby agrees to pay the Contractor, for the aforesaid materials and labor, the sum of \$2,548.96. Once the work is completed, inspected and we receive the invoice from the Contractor; then we will put it in our next regular accounts payable cycle for board approval, which is the second Monday of each month.
3. The Contractor agrees that the entire above-described work shall be completed no later than the 30th day of April, 2020.
4. The Contractor agrees to provide and pay for all materials, tools and equipment required for the prosecution and timely completion of the work. Unless otherwise specified, all materials shall be new and of good quality.
5. In the prosecution of the work, the Contractor shall employ a sufficient number of workers skilled in the trade to suitably perform the work.
6. All changes and deviations in the work ordered by the Owner must be in writing, the contract sum being increased or decreased accordingly by the Contractor. Any claims for

increases in the cost of the work must be presented by the Contractor to the Owner in writing, and written approval of the Owner shall be obtained by the Contractor before proceeding with the ordered change or revision.


7. The Owner, Owner's representative and public authorities shall at all times have access to the work.
8. The Contractor agrees to re-execute any work which does not conform to the drawings (if required) and specifications, warrants the work performed, and agrees to remedy any defects resulting, from faulty materials or workmanship which shall become evident during a period of one year after completion of the work.
9. The Contractor agrees to furnish a valid certificate of insurance for Worker's Compensation and a valid certificate of liability listing the Twin Falls School District as the additional insured for \$1M to the Owner prior to work being started on the project.
10. Contractor must obtain all necessary permits and licenses required by the local municipal/county government to do the work.
11. In the event the Contractor is delayed in the prosecution of the work by acts of God, fire, flood or any other unavoidable casualties; or by labor strikes, late delivery of materials; or by neglect of the Owner; the time for completion of the work shall be extended for the same period as the delay occasioned by any of the aforementioned causes.
12. In the event the work is delayed due to neglect of the Contractor, the Contractor agrees to pay the owner the sum of \$100.00 per day as liquidated damages until such time as the work is completed.
13. This contract contains the entire agreement of the parties, and there are no other promises or conditions in any other agreement whether oral or written concerning the subject matter of this contract. This contract supersedes any prior written or oral agreements between the parties.
14. Contractor agrees to indemnify, defend, and hold harmless the Owner, 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 agent, employees, or representatives under this agreement.
15. The Owner shall have the right to inspect all work performed under this contract. All work that needs to be inspected or tested and certified by an engineer as a condition of

any government departments or other state agency, or inspected and certified by the local health officer, shall be done at each necessary stage of the project and before further work can continue. All inspection and certification (if required) will be done at the Owner's expense.

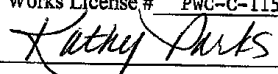
16. Neither the Owner nor Contractor shall have the right to assign any rights or interest occurring under this agreement without the written consent of the other, nor shall the Contractor assign any sums due, or to become due, to him under the provisions of this agreement.
17. This agreement shall be interpreted under the laws of the State of Idaho.
18. Attorney's fees and court costs shall be paid by the defendant in the event that judgment must be, and is, obtained to enforce this agreement or any breach thereof.

**OWNER:**

Twin Falls School District

By:   
Ryan Bowman  
Title: Director of Operations & Technology Education

**CONTRACTOR:**

Boiler Maintenance LLC  
Contractor's License #: C-1857  
Public Works License # PWC-C-11546-C-4  
By:   
Title: member

## Evans Plumbing

**TWIN FALLS PUBLIC SCHOOLS  
SCHOOL DISTRICT NO. 411**

201 MAIN AVE. WEST  
TWIN FALLS, IDAHO 83301-6197  
(208) 733-6900 FAX (208) 733-8474

### SERVICES CONTRACT

This contract is hereby made and entered into this 13th day of April,  
2020 by and between Twin Falls School District, hereafter  
called Owner, and Evans Plumbing, Inc., hereafter called  
Contractor.

The said parties, for the considerations hereinafter mentioned, hereby agree to the following:

1. The Contractor agrees to provide all of the material and labor required to perform the following  
work: Installed new isolation valve, blow out tee and valve on outside  
water for greenhouse. Replaced both faucets in greenhouse. Installed  
new shut off and line to swamp cooler. Installed new supply line and  
shut off on cold side of lab sink. (Energize water in the greenhouse)  
Location that work is to be performed  
at: Twin Falls High School, 1615 Filer Ave. E.
2. The Owner hereby agrees to pay the Contractor, for the aforesaid materials and labor, the  
sum of \$1,096.06. Once the work is completed, inspected and we receive the  
invoice from the Contractor; then we will put it in our next regular accounts payable  
cycle for board approval, which is the second Monday of each month.
3. The Contractor agrees that the entire above-described work shall be completed no later  
than the 15th day of April, 2020.
4. The Contractor agrees to provide and pay for all materials, tools and equipment required  
for the prosecution and timely completion of the work. Unless otherwise specified, all  
materials shall be new and of good quality.
5. In the prosecution of the work, the Contractor shall employ a sufficient number of  
workers skilled in the trade to suitably perform the work.
6. All changes and deviations in the work ordered by the Owner must be in writing, the  
contract sum being increased or decreased accordingly by the Contractor. Any claims for

increases in the cost of the work must be presented by the Contractor to the Owner in writing, and written approval of the Owner shall be obtained by the Contractor before proceeding with the ordered change or revision.

7. The Owner, Owner's representative and public authorities shall at all times have access to the work.
8. The Contractor agrees to re-execute any work which does not conform to the drawings (if required) and specifications, warrants the work performed, and agrees to remedy any defects resulting, from faulty materials or workmanship which shall become evident during a period of one year after completion of the work.
9. The Contractor agrees to furnish a valid certificate of insurance for Worker's Compensation and a valid certificate of liability listing the Twin Falls School District as the additional insured for \$1M to the Owner prior to work being started on the project.
10. Contractor must obtain all necessary permits and licenses required by the local municipal/county government to do the work.
11. In the event the Contractor is delayed in the prosecution of the work by acts of God, fire, flood or any other unavoidable casualties; or by labor strikes, late delivery of materials; or by neglect of the Owner; the time for completion of the work shall be extended for the same period as the delay occasioned by any of the aforementioned causes.
12. In the event the work is delayed due to neglect of the Contractor, the Contractor agrees to pay the owner the sum of \$100.00 per day as liquidated damages until such time as the work is completed.
13. This contract contains the entire agreement of the parties, and there are no other promises or conditions in any other agreement whether oral or written concerning the subject matter of this contract. This contract supersedes any prior written or oral agreements between the parties.
14. Contractor agrees to indemnify, defend, and hold harmless the Owner, 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 agent, employees, or representatives under this agreement.
15. The Owner shall have the right to inspect all work performed under this contract. All work that needs to be inspected or tested and certified by an engineer as a condition of

any government departments or other state agency, or inspected and certified by the local health officer, shall be done at each necessary stage of the project and before further work can continue. All inspection and certification (if required) will be done at the Owner's expense.

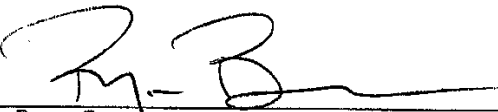
16. Neither the Owner nor Contractor shall have the right to assign any rights or interest occurring under this agreement without the written consent of the other, nor shall the Contractor assign any sums due, or to become due, to him under the provisions of this agreement.

17. This agreement shall be interpreted under the laws of the State of Idaho.

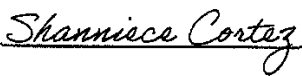
18. Attorney's fees and court costs shall be paid by the defendant in the event that judgment must be, and is, obtained to enforce this agreement or any breach thereof.

**OWNER:**

Twin Falls School District

By:   
Ryan Bowman  
Title: Director of Operations & Technology Education

**CONTRACTOR:**

Evans Plumbing, Inc.  
Contractor's License #: PLB-C-3354, HVC-C-2728, FPSC123  
Public Works License # PWC-C-15343-AAA-4  
By:   
Title: Office Manager

TWIN FALLS PUBLIC SCHOOLS  
**SCHOOL DISTRICT NO. 411**  
201 MAIN AVE. WEST  
TWIN FALLS, IDAHO 83301-6197  
(208) 733-6900 FAX (208) 733-8474

**SERVICES CONTRACT**

This contract is hereby made and entered into this 15th day of April, 20 20, by and between Twin Falls School District, hereafter called Owner, and Evans Plumbing, Inc., hereafter called Contractor.

The said parties, for the considerations hereinafter mentioned, hereby agree to the following:

1. The Contractor agrees to provide all of the material and labor required to perform the following  
work: Repair acorn valves in boys athletic locker room and repair  
valves in boys pe locker room  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Location that work is to be performed  
at: Canyon Ridge High School, 300 N. College Rd. W.
2. The Owner hereby agrees to pay the Contractor, for the aforesaid materials and labor, the sum of \$3,075.36. Once the work is completed, inspected and we receive the invoice from the Contractor; then we will put it in our next regular accounts payable cycle for board approval, which is the second Monday of each month.
3. The Contractor agrees that the entire above-described work shall be completed no later than the 30th day of April, 20 20.
4. The Contractor agrees to provide and pay for all materials, tools and equipment required for the prosecution and timely completion of the work. Unless otherwise specified, all materials shall be new and of good quality.
5. In the prosecution of the work, the Contractor shall employ a sufficient number of workers skilled in the trade to suitably perform the work.
6. All changes and deviations in the work ordered by the Owner must be in writing, the contract sum being increased or decreased accordingly by the Contractor. Any claims for



increases in the cost of the work must be presented by the Contractor to the Owner in writing, and written approval of the Owner shall be obtained by the Contractor before proceeding with the ordered change or revision.

7. The Owner, Owner's representative and public authorities shall at all times have access to the work.
8. The Contractor agrees to re-execute any work which does not conform to the drawings (if required) and specifications, warrants the work performed, and agrees to remedy any defects resulting, from faulty materials or workmanship which shall become evident during a period of one year after completion of the work.
9. The Contractor agrees to furnish a valid certificate of insurance for Worker's Compensation and a valid certificate of liability listing the Twin Falls School District as the additional insured for \$1M to the Owner prior to work being started on the project.
10. Contractor must obtain all necessary permits and licenses required by the local municipal/county government to do the work.
11. In the event the Contractor is delayed in the prosecution of the work by acts of God, fire, flood or any other unavoidable casualties; or by labor strikes, late delivery of materials; or by neglect of the Owner; the time for completion of the work shall be extended for the same period as the delay occasioned by any of the aforementioned causes.
12. In the event the work is delayed due to neglect of the Contractor, the Contractor agrees to pay the owner the sum of \$100.00 per day as liquidated damages until such time as the work is completed.
13. This contract contains the entire agreement of the parties, and there are no other promises or conditions in any other agreement whether oral or written concerning the subject matter of this contract. This contract supersedes any prior written or oral agreements between the parties.
14. Contractor agrees to indemnify, defend, and hold harmless the Owner, 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 agent, employees, or representatives under this agreement.
15. The Owner shall have the right to inspect all work performed under this contract. All work that needs to be inspected or tested and certified by an engineer as a condition of

any government departments or other state agency, or inspected and certified by the local health officer, shall be done at each necessary stage of the project and before further work can continue. All inspection and certification (if required) will be done at the Owner's expense.

16. Neither the Owner nor Contractor shall have the right to assign any rights or interest occurring under this agreement without the written consent of the other, nor shall the Contractor assign any sums due, or to become due, to him under the provisions of this agreement.

17. This agreement shall be interpreted under the laws of the State of Idaho.

18. Attorney's fees and court costs shall be paid by the defendant in the event that judgment must be, and is, obtained to enforce this agreement or any breach thereof.

**OWNER:**

Twin Falls School District

By: 

Ryan Bowman

Title: Director of Operations & Technology Education

**CONTRACTOR:**

Evan's Plumbing, Inc.

Contractor's License #: PLB-C-3354, HVC-C-2728, FPSC123

Public Works License # PWC-C-15343-AAA04

By: 

Title: Office Manager

TWIN FALLS PUBLIC SCHOOLS  
SCHOOL DISTRICT NO. 411  
201 MAIN AVE. WEST  
TWIN FALLS, IDAHO 83301-6197  
(208) 733-6900 FAX (208) 733-8474

**SERVICES CONTRACT**

This contract is hereby made and entered into this 21st day of May,  
2020, by and between Twin Falls School District, hereafter  
called Owner, and Evans Plumbing Inc., hereafter called  
Contractor.

The said parties, for the considerations hereinafter mentioned, hereby agree to the following:

1. The Contractor agrees to provide all of the material and labor required to perform the following  
work: Demo old partitions and install new partitions in boys  
restrooms (as per estimate)  
  
  
Location that work is to be performed  
at: Sawtooth Elementary School, 1771 Stadium Blvd.
2. The Owner hereby agrees to pay the Contractor, for the aforesaid materials and labor, the sum of \$8,974.03. Once the work is completed, inspected and we receive the invoice from the Contractor; then we will put it in our next regular accounts payable cycle for board approval, which is the second Monday of each month.
3. The Contractor agrees that the entire above-described work shall be completed no later than the 31st day of July, 2020.
4. The Contractor agrees to provide and pay for all materials, tools and equipment required for the prosecution and timely completion of the work. Unless otherwise specified, all materials shall be new and of good quality.
5. In the prosecution of the work, the Contractor shall employ a sufficient number of workers skilled in the trade to suitably perform the work.
6. All changes and deviations in the work ordered by the Owner must be in writing, the contract sum being increased or decreased accordingly by the Contractor. Any claims for

increases in the cost of the work must be presented by the Contractor to the Owner in writing, and written approval of the Owner shall be obtained by the Contractor before proceeding with the ordered change or revision.

7. The Owner, Owner's representative and public authorities shall at all times have access to the work.
8. The Contractor agrees to re-execute any work which does not conform to the drawings (if required) and specifications, warrants the work performed, and agrees to remedy any defects resulting, from faulty materials or workmanship which shall become evident during a period of one year after completion of the work.
9. The Contractor agrees to furnish a valid certificate of insurance for Worker's Compensation and a valid certificate of liability listing the Twin Falls School District as the additional insured for \$1M to the Owner prior to work being started on the project.
10. Contractor must obtain all necessary permits and licenses required by the local municipal/county government to do the work.
11. In the event the Contractor is delayed in the prosecution of the work by acts of God, fire, flood or any other unavoidable casualties; or by labor strikes, late delivery of materials; or by neglect of the Owner; the time for completion of the work shall be extended for the same period as the delay occasioned by any of the aforementioned causes.
12. In the event the work is delayed due to neglect of the Contractor, the Contractor agrees to pay the owner the sum of \$100.00 per day as liquidated damages until such time as the work is completed.
13. This contract contains the entire agreement of the parties, and there are no other promises or conditions in any other agreement whether oral or written concerning the subject matter of this contract. This contract supersedes any prior written or oral agreements between the parties.
14. Contractor agrees to indemnify, defend, and hold harmless the Owner, 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 agent, employees, or representatives under this agreement.
15. The Owner shall have the right to inspect all work performed under this contract. All work that needs to be inspected or tested and certified by an engineer as a condition of

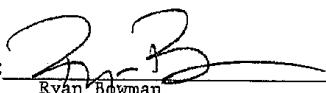
any government departments or other state agency, or inspected and certified by the local health officer, shall be done at each necessary stage of the project and before further work can continue. All inspection and certification (if required) will be done at the Owner's expense.

16. Neither the Owner nor Contractor shall have the right to assign any rights or interest occurring under this agreement without the written consent of the other, nor shall the Contractor assign any sums due, or to become due, to him under the provisions of this agreement.

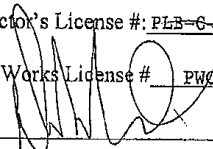
17. This agreement shall be interpreted under the laws of the State of Idaho.

18. Attorney's fees and court costs shall be paid by the defendant in the event that judgment must be, and is, obtained to enforce this agreement or any breach thereof.

**OWNER:**  
Twin Falls School District

By:   
Ryan Bowman  
Title: Director of Operations & Technology Education

**CONTRACTOR:**

Evans Plumbing Inc.  
Contractor's License #: PLB-C-3354, HVC-C-2728; FPSC123  
Public Works License # PWC-C-15343-AAA-4  
By:   
Title: Manager

TWIN FALLS PUBLIC SCHOOLS  
SCHOOL DISTRICT NO. 411  
201 MAIN AVE. WEST  
TWIN FALLS, IDAHO 83301-6197  
(208) 733-6900 FAX (208) 733-8474

SERVICES CONTRACT

This contract is hereby made and entered into this 21st day of May,  
20 20, by and between Twin Falls School District, hereafter  
called Owner, and Evans Plumbing Inc., hereafter called  
Contractor.

The said parties, for the considerations hereinafter mentioned, hereby agree to the following:

1. The Contractor agrees to provide all of the material and labor required to perform the following  
work: Demo toilet, urinals, and sinks in boy restrooms and install  
new fixtures, valves and faucets (as per estimate)  
  
  
Location that work is to be performed  
at: Sawtooth Elementary School, 1771 Stadium Blvd.
2. The Owner hereby agrees to pay the Contractor, for the aforesaid materials and labor, the  
sum of \$9,010.92. Once the work is completed, inspected and we receive the  
invoice from the Contractor; then we will put it in our next regular accounts payable  
cycle for board approval, which is the second Monday of each month.
3. The Contractor agrees that the entire above-described work shall be completed no later  
than the 31st day of July, 20 20.
4. The Contractor agrees to provide and pay for all materials, tools and equipment required  
for the prosecution and timely completion of the work. Unless otherwise specified, all  
materials shall be new and of good quality.
5. In the prosecution of the work, the Contractor shall employ a sufficient number of  
workers skilled in the trade to suitably perform the work.
6. All changes and deviations in the work ordered by the Owner must be in writing, the  
contract sum being increased or decreased accordingly by the Contractor. Any claims for

increases in the cost of the work must be presented by the Contractor to the Owner in writing, and written approval of the Owner shall be obtained by the Contractor before proceeding with the ordered change or revision.

7. The Owner, Owner's representative and public authorities shall at all times have access to the work.
8. The Contractor agrees to re-execute any work which does not conform to the drawings (if required) and specifications, warrants the work performed, and agrees to remedy any defects resulting, from faulty materials or workmanship which shall become evident during a period of one year after completion of the work.
9. The Contractor agrees to furnish a valid certificate of insurance for Worker's Compensation and a valid certificate of liability listing the Twin Falls School District as the additional insured for \$1M to the Owner prior to work being started on the project.
10. Contractor must obtain all necessary permits and licenses required by the local municipal/county government to do the work.
11. In the event the Contractor is delayed in the prosecution of the work by acts of God, fire, flood or any other unavoidable casualties; or by labor strikes, late delivery of materials; or by neglect of the Owner; the time for completion of the work shall be extended for the same period as the delay occasioned by any of the aforementioned causes.
12. In the event the work is delayed due to neglect of the Contractor, the Contractor agrees to pay the owner the sum of \$100.00 per day as liquidated damages until such time as the work is completed.
13. This contract contains the entire agreement of the parties, and there are no other promises or conditions in any other agreement whether oral or written concerning the subject matter of this contract. This contract supersedes any prior written or oral agreements between the parties.
14. Contractor agrees to indemnify, defend, and hold harmless the Owner, 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 agent, employees, or representatives under this agreement.
15. The Owner shall have the right to inspect all work performed under this contract. All work that needs to be inspected or tested and certified by an engineer as a condition of

any government departments or other state agency, or inspected and certified by the local health officer, shall be done at each necessary stage of the project and before further work can continue. All inspection and certification (if required) will be done at the Owner's expense.

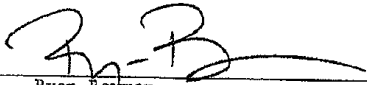
16. Neither the Owner nor Contractor shall have the right to assign any rights or interest occurring under this agreement without the written consent of the other, nor shall the Contractor assign any sums due, or to become due, to him under the provisions of this agreement.

17. This agreement shall be interpreted under the laws of the State of Idaho.

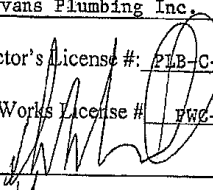
18. Attorney's fees and court costs shall be paid by the defendant in the event that judgment must be, and is, obtained to enforce this agreement or any breach thereof.

**OWNER:**

Twin Falls School District

By:   
Ryan Bowman  
Title: Director of Operations & Technology Education

**CONTRACTOR:**

Evans Plumbing Inc.  
Contractor's License #: PLB-C-3354, HVC-C-2728, FPSC123  
Public Works License #: PWC-C-15343-AAA-4  
By:   
Title: Manager



## G.J. Verti-Line Pumps

TWIN FALLS PUBLIC SCHOOLS  
SCHOOL DISTRICT NO. 411  
201 MAIN AVE. WEST  
TWIN FALLS, IDAHO 83301-6197  
(208) 733-6900 FAX (208) 733-8474

### SERVICES CONTRACT

This contract is hereby made and entered into this 20<sup>th</sup> day of May,  
20 20 by and between Twin Falls School District, hereafter  
called Owner, and G.J. Verti-Line Pumps, Inc., hereafter called  
Contractor.

The said parties, for the considerations hereinafter mentioned, hereby agree to the following:

1. The Contractor agrees to provide all of the material and labor required to perform the following  
work: Well pump motor, parts & labor for geo-thermal well  
(as per estimate)  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Location that work is to be performed  
at: Twin Falls High School, 1615 Filer Ave. E.  
\_\_\_\_\_
2. The Owner hereby agrees to pay the Contractor, for the aforesaid materials and labor, the sum of \$10,636.00. Once the work is completed, inspected and we receive the invoice from the Contractor; then we will put it in our next regular accounts payable cycle for board approval, which is the second Monday of each month.
3. The Contractor agrees that the entire above-described work shall be completed no later than the 31st day of July, 2020.
4. The Contractor agrees to provide and pay for all materials, tools and equipment required for the prosecution and timely completion of the work. Unless otherwise specified, all materials shall be new and of good quality.
5. In the prosecution of the work, the Contractor shall employ a sufficient number of workers skilled in the trade to suitably perform the work.
6. All changes and deviations in the work ordered by the Owner must be in writing, the contract sum being increased or decreased accordingly by the Contractor. Any claims for

increases in the cost of the work must be presented by the Contractor to the Owner in writing, and written approval of the Owner shall be obtained by the Contractor before proceeding with the ordered change or revision.

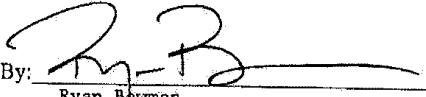
7. The Owner, Owner's representative and public authorities shall at all times have access to the work.
8. The Contractor agrees to re-execute any work which does not conform to the drawings (if required) and specifications, warrants the work performed, and agrees to remedy any defects resulting, from faulty materials or workmanship which shall become evident during a period of one year after completion of the work.
9. The Contractor agrees to furnish a valid certificate of insurance for Worker's Compensation and a valid certificate of liability listing the Twin Falls School District as the additional insured for \$1M to the Owner prior to work being started on the project.
10. Contractor must obtain all necessary permits and licenses required by the local municipal/county government to do the work.
11. In the event the Contractor is delayed in the prosecution of the work by acts of God, fire, flood or any other unavoidable casualties; or by labor strikes, late delivery of materials; or by neglect of the Owner; the time for completion of the work shall be extended for the same period as the delay occasioned by any of the aforementioned causes.
12. In the event the work is delayed due to neglect of the Contractor, the Contractor agrees to pay the owner the sum of \$100.00 per day as liquidated damages until such time as the work is completed.
13. This contract contains the entire agreement of the parties, and there are no other promises or conditions in any other agreement whether oral or written concerning the subject matter of this contract. This contract supersedes any prior written or oral agreements between the parties.
14. Contractor agrees to indemnify, defend, and hold harmless the Owner, 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 agent, employees, or representatives under this agreement.
15. The Owner shall have the right to inspect all work performed under this contract. All work that needs to be inspected or tested and certified by an engineer as a condition of

any government departments or other state agency, or inspected and certified by the local health officer, shall be done at each necessary stage of the project and before further work can continue. All inspection and certification (if required) will be done at the Owner's expense.

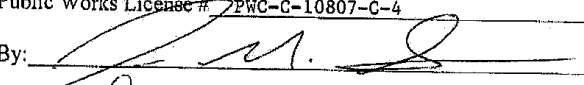
16. Neither the Owner nor Contractor shall have the right to assign any rights or interest occurring under this agreement without the written consent of the other, nor shall the Contractor assign any sums due, or to become due, to him under the provisions of this agreement.
17. This agreement shall be interpreted under the laws of the State of Idaho.
18. Attorney's fees and court costs shall be paid by the defendant in the event that judgment must be, and is, obtained to enforce this agreement or any breach thereof.

**OWNER:**

Twin Falls School District

By:   
Ryan Bowman  
Title: Director of Operations & Technology Education

**CONTRACTOR:**

G.J. Verti-Line Pumps, Inc.  
Contractor's License #: ELE-SC-4073  
Public Works License #: PWC-C-10807-C-4  
By:   
Title: Owner

## Hemingway Construction

TWIN FALLS PUBLIC SCHOOLS  
**SCHOOL DISTRICT NO. 411**  
201 MAIN AVE. WEST  
TWIN FALLS, IDAHO 83301-6197  
(208) 733-6900 FAX (208) 733-8474

### SERVICES CONTRACT

This contract is hereby made and entered into this 29th day of April,  
20 20 by and between Twin Falls School District, hereafter  
called Owner, and Hemingway Construction, hereafter called  
Contractor.

The said parties, for the considerations hereinafter mentioned, hereby agree to the following:

1. The Contractor agrees to provide all of the material and labor required to perform the following  
work: Remove & replace damaged sidewalk 5' x 25' front entry  
(as per estimate)  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Location that work is to be performed  
at: Bickel Elementary School, 607 2nd Ave. E.  
\_\_\_\_\_
2. The Owner hereby agrees to pay the Contractor, for the aforesaid materials and labor, the sum of \$2,850.00. Once the work is completed, inspected and we receive the invoice from the Contractor; then we will put it in our next regular accounts payable cycle for board approval, which is the second Monday of each month.
3. The Contractor agrees that the entire above-described work shall be completed no later than the 10th day of June, 20 10.
4. The Contractor agrees to provide and pay for all materials, tools and equipment required for the prosecution and timely completion of the work. Unless otherwise specified, all materials shall be new and of good quality.
5. In the prosecution of the work, the Contractor shall employ a sufficient number of workers skilled in the trade to suitably perform the work.
6. All changes and deviations in the work ordered by the Owner must be in writing, the contract sum being increased or decreased accordingly by the Contractor. Any claims for

increases in the cost of the work must be presented by the Contractor to the Owner in writing, and written approval of the Owner shall be obtained by the Contractor before proceeding with the ordered change or revision.


7. The Owner, Owner's representative and public authorities shall at all times have access to the work.
8. The Contractor agrees to re-execute any work which does not conform to the drawings (if required) and specifications, warrants the work performed, and agrees to remedy any defects resulting, from faulty materials or workmanship which shall become evident during a period of one year after completion of the work.
9. The Contractor agrees to furnish a valid certificate of insurance for Worker's Compensation and a valid certificate of liability listing the Twin Falls School District as the additional insured for \$1M to the Owner prior to work being started on the project.
10. Contractor must obtain all necessary permits and licenses required by the local municipal/county government to do the work.
11. In the event the Contractor is delayed in the prosecution of the work by acts of God, fire, flood or any other unavoidable casualties; or by labor strikes, late delivery of materials; or by neglect of the Owner; the time for completion of the work shall be extended for the same period as the delay occasioned by any of the aforementioned causes.
12. In the event the work is delayed due to neglect of the Contractor, the Contractor agrees to pay the owner the sum of \$100.00 per day as liquidated damages until such time as the work is completed.
13. This contract contains the entire agreement of the parties, and there are no other promises or conditions in any other agreement whether oral or written concerning the subject matter of this contract. This contract supersedes any prior written or oral agreements between the parties.
14. Contractor agrees to indemnify, defend, and hold harmless the Owner, 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 agent, employees, or representatives under this agreement.
15. The Owner shall have the right to inspect all work performed under this contract. All work that needs to be inspected or tested and certified by an engineer as a condition of

any government departments or other state agency, or inspected and certified by the local health officer, shall be done at each necessary stage of the project and before further work can continue. All inspection and certification (if required) will be done at the Owner's expense.


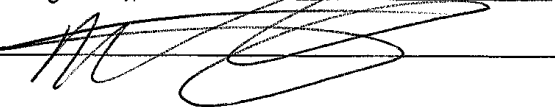
16. Neither the Owner nor Contractor shall have the right to assign any rights or interest occurring under this agreement without the written consent of the other, nor shall the Contractor assign any sums due, or to become due, to him under the provisions of this agreement.
17. This agreement shall be interpreted under the laws of the State of Idaho.
18. Attorney's fees and court costs shall be paid by the defendant in the event that judgment must be, and is, obtained to enforce this agreement or any breach thereof.

**OWNER:**

Twin Falls School District

By:   
Ryan Bowman  
Title: Director of Operations & Technology Education

**CONTRACTOR:**

Doug Hemingway Construction  
Contractor's License #: RCT-3975  
Public Works License # PWC-C-14862-C-4  
By:   
Title: 

TWIN FALLS PUBLIC SCHOOLS  
**SCHOOL DISTRICT NO. 411**  
201 MAIN AVE. WEST  
TWIN FALLS, IDAHO 83301-6197  
(208) 733-6900 FAX (208) 733-8474

**SERVICES CONTRACT**

This contract is hereby made and entered into this 29th day of April,  
2020, by and between Twin Falls School District, hereafter  
called Owner, and Hemingway Construction, hereafter called  
Contractor.

The said parties, for the considerations hereinafter mentioned, hereby agree to the following:

1. The Contractor agrees to provide all of the material and labor required to perform the following  
work: Remove & replace damaged sidewalk in front entry, west side of  
building, 9' x 24' (as per estimate)  
  
  
Location that work is to be performed  
at: Harrison Elementary School, 600 Harrison St.
2. The Owner hereby agrees to pay the Contractor, for the aforesaid materials and labor, the  
sum of \$3,550.00. Once the work is completed, inspected and we receive the  
invoice from the Contractor; then we will put it in our next regular accounts payable  
cycle for board approval, which is the second Monday of each month.
3. The Contractor agrees that the entire above-described work shall be completed no later  
than the 10th day of June, 2020.
4. The Contractor agrees to provide and pay for all materials, tools and equipment required  
for the prosecution and timely completion of the work. Unless otherwise specified, all  
materials shall be new and of good quality.
5. In the prosecution of the work, the Contractor shall employ a sufficient number of  
workers skilled in the trade to suitably perform the work.
6. All changes and deviations in the work ordered by the Owner must be in writing, the  
contract sum being increased or decreased accordingly by the Contractor. Any claims for

TWIN FALLS PUBLIC SCHOOLS  
**SCHOOL DISTRICT NO. 411**  
201 MAIN AVE. WEST  
TWIN FALLS, IDAHO 83301-6197  
(208) 733-6900 FAX (208) 733-8474

**SERVICES CONTRACT**

This contract is hereby made and entered into this 29th day of April,  
2020, by and between Twin Falls School District, hereafter  
called Owner, and Hemingway Construction, hereafter called  
Contractor.

The said parties, for the considerations hereinafter mentioned, hereby agree to the following:

1. The Contractor agrees to provide all of the material and labor required to perform the following  
work: Remove & replace damaged sidewalk in front entry, west side of  
building, 9' x 24' (as per estimate)  
  
  
Location that work is to be performed  
at: Harrison Elementary School, 600 Harrison St.
2. The Owner hereby agrees to pay the Contractor, for the aforesaid materials and labor, the  
sum of \$3,550.00. Once the work is completed, inspected and we receive the  
invoice from the Contractor; then we will put it in our next regular accounts payable  
cycle for board approval, which is the second Monday of each month.
3. The Contractor agrees that the entire above-described work shall be completed no later  
than the 10th day of June, 2020.
4. The Contractor agrees to provide and pay for all materials, tools and equipment required  
for the prosecution and timely completion of the work. Unless otherwise specified, all  
materials shall be new and of good quality.
5. In the prosecution of the work, the Contractor shall employ a sufficient number of  
workers skilled in the trade to suitably perform the work.
6. All changes and deviations in the work ordered by the Owner must be in writing, the  
contract sum being increased or decreased accordingly by the Contractor. Any claims for



increases in the cost of the work must be presented by the Contractor to the Owner in writing, and written approval of the Owner shall be obtained by the Contractor before proceeding with the ordered change or revision.

7. The Owner, Owner's representative and public authorities shall at all times have access to the work.
8. The Contractor agrees to re-execute any work which does not conform to the drawings (if required) and specifications, warrants the work performed, and agrees to remedy any defects resulting, from faulty materials or workmanship which shall become evident during a period of one year after completion of the work.
9. The Contractor agrees to furnish a valid certificate of insurance for Worker's Compensation and a valid certificate of liability listing the Twin Falls School District as the additional insured for \$1M to the Owner prior to work being started on the project.
10. Contractor must obtain all necessary permits and licenses required by the local municipal/county government to do the work.
11. In the event the Contractor is delayed in the prosecution of the work by acts of God, fire, flood or any other unavoidable casualties; or by labor strikes, late delivery of materials; or by neglect of the Owner; the time for completion of the work shall be extended for the same period as the delay occasioned by any of the aforementioned causes.
12. In the event the work is delayed due to neglect of the Contractor, the Contractor agrees to pay the owner the sum of \$100,00 per day as liquidated damages until such time as the work is completed.
13. This contract contains the entire agreement of the parties, and there are no other promises or conditions in any other agreement whether oral or written concerning the subject matter of this contract. This contract supersedes any prior written or oral agreements between the parties.
14. Contractor agrees to indemnify, defend, and hold harmless the Owner, 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 agent, employees, or representatives under this agreement.
15. The Owner shall have the right to inspect all work performed under this contract. All work that needs to be inspected or tested and certified by an engineer as a condition of

any government departments or other state agency, or inspected and certified by the local health officer, shall be done at each necessary stage of the project and before further work can continue. All inspection and certification (if required) will be done at the Owner's expense.


16. Neither the Owner nor Contractor shall have the right to assign any rights or interest occurring under this agreement without the written consent of the other, nor shall the Contractor assign any sums due, or to become due, to him under the provisions of this agreement.

17. This agreement shall be interpreted under the laws of the State of Idaho.

18. Attorney's fees and court costs shall be paid by the defendant in the event that judgment must be, and is, obtained to enforce this agreement or any breach thereof.

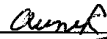
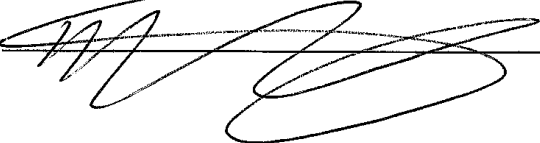
**OWNER:**

Twin Falls School District

By:   
Ryan Bowman  
Title: Director of Operations & Technology Education

**CONTRACTOR:**

Doug Hemingway Construction  
Contractor's License #: RCT-3975  
Public Works License # PWC-C-14862-C-4

By:   
Title: 

TWIN FALLS PUBLIC SCHOOLS  
**SCHOOL DISTRICT NO. 411**  
201 MAIN AVE. WEST  
TWIN FALLS, IDAHO 83301-6197  
(208) 733-6900 FAX (208) 733-8474

**SERVICES CONTRACT**

This contract is hereby made and entered into this 29th day of April,  
20 20, by and between Twin Falls School District, hereafter  
called Owner, and Hemingway Construction, hereafter called  
Contractor.

The said parties, for the considerations hereinafter mentioned, hereby agree to the following:

1. The Contractor agrees to provide all of the material and labor required to perform the following  
work: Remove & replace concrete sidewalk 15' x 5' on west side of  
building and cut concrete step (as per estimate)  
  
  
  
Location that work is to be performed  
at: Twin Falls School District Maintenance Building, 1138 Highland Ave. E.
2. The Owner hereby agrees to pay the Contractor, for the aforesaid materials and labor, the sum of \$2,500.00. Once the work is completed, inspected and we receive the invoice from the Contractor; then we will put it in our next regular accounts payable cycle for board approval, which is the second Monday of each month.
3. The Contractor agrees that the entire above-described work shall be completed no later than the 10th day of June, 2020.
4. The Contractor agrees to provide and pay for all materials, tools and equipment required for the prosecution and timely completion of the work. Unless otherwise specified, all materials shall be new and of good quality.
5. In the prosecution of the work, the Contractor shall employ a sufficient number of workers skilled in the trade to suitably perform the work.
6. All changes and deviations in the work ordered by the Owner must be in writing, the contract sum being increased or decreased accordingly by the Contractor. Any claims for

increases in the cost of the work must be presented by the Contractor to the Owner in writing, and written approval of the Owner shall be obtained by the Contractor before proceeding with the ordered change or revision.

7. The Owner, Owner's representative and public authorities shall at all times have access to the work.
8. The Contractor agrees to re-execute any work which does not conform to the drawings (if required) and specifications, warrants the work performed, and agrees to remedy any defects resulting, from faulty materials or workmanship which shall become evident during a period of one year after completion of the work.
9. The Contractor agrees to furnish a valid certificate of insurance for Worker's Compensation and a valid certificate of liability listing the Twin Falls School District as the additional insured for \$1M to the Owner prior to work being started on the project.
10. Contractor must obtain all necessary permits and licenses required by the local municipal/county government to do the work.
11. In the event the Contractor is delayed in the prosecution of the work by acts of God, fire, flood or any other unavoidable casualties; or by labor strikes, late delivery of materials; or by neglect of the Owner; the time for completion of the work shall be extended for the same period as the delay occasioned by any of the aforementioned causes.
12. In the event the work is delayed due to neglect of the Contractor, the Contractor agrees to pay the owner the sum of \$100.00 per day as liquidated damages until such time as the work is completed.
13. This contract contains the entire agreement of the parties, and there are no other promises or conditions in any other agreement whether oral or written concerning the subject matter of this contract. This contract supersedes any prior written or oral agreements between the parties.
14. Contractor agrees to indemnify, defend, and hold harmless the Owner, 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 agent, employees, or representatives under this agreement.
15. The Owner shall have the right to inspect all work performed under this contract. All work that needs to be inspected or tested and certified by an engineer as a condition of

any government departments or other state agency, or inspected and certified by the local health officer, shall be done at each necessary stage of the project and before further work can continue. All inspection and certification (if required) will be done at the Owner's expense.


16. Neither the Owner nor Contractor shall have the right to assign any rights or interest occurring under this agreement without the written consent of the other, nor shall the Contractor assign any sums due, or to become due, to him under the provisions of this agreement.

17. This agreement shall be interpreted under the laws of the State of Idaho.


18. Attorney's fees and court costs shall be paid by the defendant in the event that judgment must be, and is, obtained to enforce this agreement or any breach thereof.

**OWNER:**

Twin Falls School District

By:   
Ryan Bowman  
Title: Director of Operations & Technology Education

**CONTRACTOR:**

Doug Hemingway Construction  
Contractor's License #: RCT-3975  
Public Works License # PWC-C-14862-C-4  
By:   
Title: \_\_\_\_\_

TWIN FALLS PUBLIC SCHOOLS  
**SCHOOL DISTRICT NO. 411**  
201 MAIN AVE. WEST  
TWIN FALLS, IDAHO 83301-6197  
(208) 733-6900 FAX (208) 733-8474

**SERVICES CONTRACT**

This contract is hereby made and entered into this 15th day of May,  
20 20, by and between Twin Falls School District, hereafter  
called Owner, and Hemingway Construction, hereafter called  
Contractor.

The said parties, for the considerations hereinafter mentioned, hereby agree to the following:

1. The Contractor agrees to provide all of the material and labor required to perform the following  
work: Demo steps and repair damaged wall on north side of classroom  
(as per estimate)  
  
  
Location that work is to be performed  
at: Bickel Elementary School, 607 2nd Ave. E.
2. The Owner hereby agrees to pay the Contractor, for the aforesaid materials and labor, the sum of \$1,700.00. Once the work is completed, inspected and we receive the invoice from the Contractor; then we will put it in our next regular accounts payable cycle for board approval, which is the second Monday of each month.
3. The Contractor agrees that the entire above-described work shall be completed no later than the 5th day of June, 20 20.
4. The Contractor agrees to provide and pay for all materials, tools and equipment required for the prosecution and timely completion of the work. Unless otherwise specified, all materials shall be new and of good quality.
5. In the prosecution of the work, the Contractor shall employ a sufficient number of workers skilled in the trade to suitably perform the work.
6. All changes and deviations in the work ordered by the Owner must be in writing, the contract sum being increased or decreased accordingly by the Contractor. Any claims for

increases in the cost of the work must be presented by the Contractor to the Owner in writing, and written approval of the Owner shall be obtained by the Contractor before proceeding with the ordered change or revision.

7. The Owner, Owner's representative and public authorities shall at all times have access to the work.
8. The Contractor agrees to re-execute any work which does not conform to the drawings (if required) and specifications, warrants the work performed, and agrees to remedy any defects resulting, from faulty materials or workmanship which shall become evident during a period of one year after completion of the work.
9. The Contractor agrees to furnish a valid certificate of insurance for Worker's Compensation and a valid certificate of liability listing the Twin Falls School District as the additional insured for \$1M to the Owner prior to work being started on the project.
10. Contractor must obtain all necessary permits and licenses required by the local municipal/county government to do the work.
11. In the event the Contractor is delayed in the prosecution of the work by acts of God, fire, flood or any other unavoidable casualties; or by labor strikes, late delivery of materials; or by neglect of the Owner; the time for completion of the work shall be extended for the same period as the delay occasioned by any of the aforementioned causes.
12. In the event the work is delayed due to neglect of the Contractor, the Contractor agrees to pay the owner the sum of \$100.00 per day as liquidated damages until such time as the work is completed.
13. This contract contains the entire agreement of the parties, and there are no other promises or conditions in any other agreement whether oral or written concerning the subject matter of this contract. This contract supersedes any prior written or oral agreements between the parties.
14. Contractor agrees to indemnify, defend, and hold harmless the Owner, 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 agent, employees, or representatives under this agreement.
15. The Owner shall have the right to inspect all work performed under this contract. All work that needs to be inspected or tested and certified by an engineer as a condition of

any government departments or other state agency, or inspected and certified by the local health officer, shall be done at each necessary stage of the project and before further work can continue. All inspection and certification (if required) will be done at the Owner's expense.


16. Neither the Owner nor Contractor shall have the right to assign any rights or interest occurring under this agreement without the written consent of the other, nor shall the Contractor assign any sums due, or to become due, to him under the provisions of this agreement.

17. This agreement shall be interpreted under the laws of the State of Idaho.

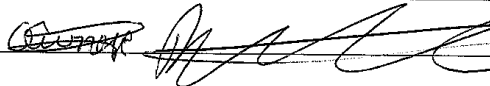
18. Attorney's fees and court costs shall be paid by the defendant in the event that judgment must be, and is, obtained to enforce this agreement or any breach thereof.

**OWNER:**

Twin Falls School District

By:   
Ryan Bowman  
Title: Director of Operations & Technology Education

**CONTRACTOR:**

Hemingway Construction  
Contractor's License #: RCT-3975  
Public Works License # PWC-C-14862-C-4  
By:   
Title: Owner



## J & R Asphalt Maintenance, Inc.

TWIN FALLS PUBLIC SCHOOLS  
**SCHOOL DISTRICT NO. 411**  
201 MAIN AVE. WEST  
TWIN FALLS, IDAHO 83301-6197  
(208) 733-6900 FAX (208) 733-8474

### SERVICES CONTRACT

This contract is hereby made and entered into this 29th day of April,  
2020 by and between Twin Falls School District, hereafter  
called Owner, and J & R Asphalt Maintenance, Inc., hereafter called  
Contractor.

The said parties, for the considerations hereinafter mentioned, hereby agree to the following:

1. The Contractor agrees to provide all of the material and labor required to perform the following  
work: Cut, remove and replace 265 SF of asphalt patching (as per estimate)  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Location that work is to be performed  
at: Sawtooth Elementary School, 1771 Stadium Blvd.
2. The Owner hereby agrees to pay the Contractor, for the aforesaid materials and labor, the sum of \$2,507.80. Once the work is completed, inspected and we receive the invoice from the Contractor; then we will put it in our next regular accounts payable cycle for board approval, which is the second Monday of each month.
3. The Contractor agrees that the entire above-described work shall be completed no later than the 10th day of June, 2020.
4. The Contractor agrees to provide and pay for all materials, tools and equipment required for the prosecution and timely completion of the work. Unless otherwise specified, all materials shall be new and of good quality.
5. In the prosecution of the work, the Contractor shall employ a sufficient number of workers skilled in the trade to suitably perform the work.
6. All changes and deviations in the work ordered by the Owner must be in writing, the contract sum being increased or decreased accordingly by the Contractor. Any claims for

increases in the cost of the work must be presented by the Contractor to the Owner in writing, and written approval of the Owner shall be obtained by the Contractor before proceeding with the ordered change or revision.

7. The Owner, Owner's representative and public authorities shall at all times have access to the work.
8. The Contractor agrees to re-execute any work which does not conform to the drawings (if required) and specifications, warrants the work performed, and agrees to remedy any defects resulting, from faulty materials or workmanship which shall become evident during a period of one year after completion of the work.
9. The Contractor agrees to furnish a valid certificate of insurance for Worker's Compensation and a valid certificate of liability listing the Twin Falls School District as the additional insured for \$1M to the Owner prior to work being started on the project.
10. Contractor must obtain all necessary permits and licenses required by the local municipal/county government to do the work.
11. In the event the Contractor is delayed in the prosecution of the work by acts of God, fire, flood or any other unavoidable casualties; or by labor strikes, late delivery of materials; or by neglect of the Owner; the time for completion of the work shall be extended for the same period as the delay occasioned by any of the aforementioned causes.
12. In the event the work is delayed due to neglect of the Contractor, the Contractor agrees to pay the owner the sum of \$100.00 per day as liquidated damages until such time as the work is completed.
13. This contract contains the entire agreement of the parties, and there are no other promises or conditions in any other agreement whether oral or written concerning the subject matter of this contract. This contract supersedes any prior written or oral agreements between the parties.
14. Contractor agrees to indemnify, defend, and hold harmless the Owner, 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 agent, employees, or representatives under this agreement.
15. The Owner shall have the right to inspect all work performed under this contract. All work that needs to be inspected or tested and certified by an engineer as a condition of

increases in the cost of the work must be presented by the Contractor to the Owner in writing, and written approval of the Owner shall be obtained by the Contractor before proceeding with the ordered change or revision.

7. The Owner, Owner's representative and public authorities shall at all times have access to the work.
8. The Contractor agrees to re-execute any work which does not conform to the drawings (if required) and specifications, warrants the work performed, and agrees to remedy any defects resulting, from faulty materials or workmanship which shall become evident during a period of one year after completion of the work.
9. The Contractor agrees to furnish a valid certificate of insurance for Worker's Compensation and a valid certificate of liability listing the Twin Falls School District as the additional insured for \$1M to the Owner prior to work being started on the project.
10. Contractor must obtain all necessary permits and licenses required by the local municipal/county government to do the work.
11. In the event the Contractor is delayed in the prosecution of the work by acts of God, fire, flood or any other unavoidable casualties; or by labor strikes, late delivery of materials; or by neglect of the Owner; the time for completion of the work shall be extended for the same period as the delay occasioned by any of the aforementioned causes.
12. In the event the work is delayed due to neglect of the Contractor, the Contractor agrees to pay the owner the sum of \$100.00 per day as liquidated damages until such time as the work is completed.
13. This contract contains the entire agreement of the parties, and there are no other promises or conditions in any other agreement whether oral or written concerning the subject matter of this contract. This contract supersedes any prior written or oral agreements between the parties.
14. Contractor agrees to indemnify, defend, and hold harmless the Owner, 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 agent, employees, or representatives under this agreement.
15. The Owner shall have the right to inspect all work performed under this contract. All work that needs to be inspected or tested and certified by an engineer as a condition of

TWIN FALLS PUBLIC SCHOOLS  
**SCHOOL DISTRICT NO. 411**  
201 MAIN AVE. WEST  
TWIN FALLS, IDAHO 83301-6197  
(208) 733-6900 FAX (208) 733-8474

**SERVICES CONTRACT**

This contract is hereby made and entered into this 29th day of April,  
2020, by and between Twin Falls School District, hereafter  
called Owner, and J & R Asphalt Maintenance, Inc., hereafter called  
Contractor.

The said parties, for the considerations hereinafter mentioned, hereby agree to the following:

1. The Contractor agrees to provide all of the material and labor required to perform the following  
work: Asphalt patching of 1854 SF (as per estimate)  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Location that work is to be performed  
at: Twin Falls High School, 1615 Filer Ave. E.  
\_\_\_\_\_
2. The Owner hereby agrees to pay the Contractor, for the aforesaid materials and labor, the sum of \$9,056.50. Once the work is completed, inspected and we receive the invoice from the Contractor; then we will put it in our next regular accounts payable cycle for board approval, which is the second Monday of each month.
3. The Contractor agrees that the entire above-described work shall be completed no later than the 10th day of June, 2020.
4. The Contractor agrees to provide and pay for all materials, tools and equipment required for the prosecution and timely completion of the work. Unless otherwise specified, all materials shall be new and of good quality.
5. In the prosecution of the work, the Contractor shall employ a sufficient number of workers skilled in the trade to suitably perform the work.
6. All changes and deviations in the work ordered by the Owner must be in writing, the contract sum being increased or decreased accordingly by the Contractor. Any claims for

increases in the cost of the work must be presented by the Contractor to the Owner in writing, and written approval of the Owner shall be obtained by the Contractor before proceeding with the ordered change or revision.

7. The Owner, Owner's representative and public authorities shall at all times have access to the work.
8. The Contractor agrees to re-execute any work which does not conform to the drawings (if required) and specifications, warrants the work performed, and agrees to remedy any defects resulting, from faulty materials or workmanship which shall become evident during a period of one year after completion of the work.
9. The Contractor agrees to furnish a valid certificate of insurance for Worker's Compensation and a valid certificate of liability listing the Twin Falls School District as the additional insured for \$1M to the Owner prior to work being started on the project.
10. Contractor must obtain all necessary permits and licenses required by the local municipal/county government to do the work.
11. In the event the Contractor is delayed in the prosecution of the work by acts of God, fire, flood or any other unavoidable casualties; or by labor strikes, late delivery of materials; or by neglect of the Owner; the time for completion of the work shall be extended for the same period as the delay occasioned by any of the aforementioned causes.
12. In the event the work is delayed due to neglect of the Contractor, the Contractor agrees to pay the owner the sum of \$100.00 per day as liquidated damages until such time as the work is completed.
13. This contract contains the entire agreement of the parties, and there are no other promises or conditions in any other agreement whether oral or written concerning the subject matter of this contract. This contract supersedes any prior written or oral agreements between the parties.
14. Contractor agrees to indemnify, defend, and hold harmless the Owner, 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 agent, employees, or representatives under this agreement.
15. The Owner shall have the right to inspect all work performed under this contract. All work that needs to be inspected or tested and certified by an engineer as a condition of

any government departments or other state agency, or inspected and certified by the local health officer, shall be done at each necessary stage of the project and before further work can continue. All inspection and certification (if required) will be done at the Owner's expense.

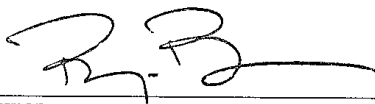
16. Neither the Owner nor Contractor shall have the right to assign any rights or interest occurring under this agreement without the written consent of the other, nor shall the Contractor assign any sums due, or to become due, to him under the provisions of this agreement.

17. This agreement shall be interpreted under the laws of the State of Idaho.

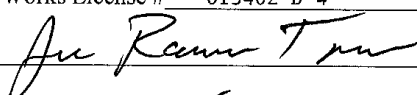
18. Attorney's fees and court costs shall be paid by the defendant in the event that judgment must be, and is, obtained to enforce this agreement or any breach thereof.

**OWNER:**

Twin Falls School District

By:   
Ryan Bowman  
Title: Director of Operations & Technology Education

**CONTRACTOR:**

J & R Asphalt Maintenance, Inc.  
Contractor's License #: RCT-13953  
Public Works License # 013402-D-4  
By:   
Title: owner

TWIN FALLS PUBLIC SCHOOLS  
**SCHOOL DISTRICT NO. 411**  
201 MAIN AVE. WEST  
TWIN FALLS, IDAHO 83301-6197  
(208) 733-6900 FAX (208) 733-8474

**SERVICES CONTRACT**

This contract is hereby made and entered into this 29th day of April,  
2020, by and between Twin Falls School District, hereafter  
called Owner, and J & R Asphalt Maintenance, Inc., hereafter called  
Contractor.

The said parties, for the considerations hereinafter mentioned, hereby agree to the following:

1. The Contractor agrees to provide all of the material and labor required to perform the following  
work: Excavate out 1854 SF of existing gravel, furnish, place and  
compact 44 tons 4" depth of 3/4" base gravel, furnish, place and  
compact 1854 SF 2" depth of hot mix asphalt (as per estimate)  
  
Location that work is to be performed  
at: Canyon Ridge High School, 300 N. College Rd. W.
2. The Owner hereby agrees to pay the Contractor, for the aforesaid materials and labor, the sum of \$7,484.00. Once the work is completed, inspected and we receive the invoice from the Contractor; then we will put it in our next regular accounts payable cycle for board approval, which is the second Monday of each month.
3. The Contractor agrees that the entire above-described work shall be completed no later than the 10th day of June, 2020.
4. The Contractor agrees to provide and pay for all materials, tools and equipment required for the prosecution and timely completion of the work. Unless otherwise specified, all materials shall be new and of good quality.
5. In the prosecution of the work, the Contractor shall employ a sufficient number of workers skilled in the trade to suitably perform the work.
6. All changes and deviations in the work ordered by the Owner must be in writing, the contract sum being increased or decreased accordingly by the Contractor. Any claims for

increases in the cost of the work must be presented by the Contractor to the Owner in writing, and written approval of the Owner shall be obtained by the Contractor before proceeding with the ordered change or revision.

7. The Owner, Owner's representative and public authorities shall at all times have access to the work.
8. The Contractor agrees to re-execute any work which does not conform to the drawings (if required) and specifications, warrants the work performed, and agrees to remedy any defects resulting, from faulty materials or workmanship which shall become evident during a period of one year after completion of the work.
9. The Contractor agrees to furnish a valid certificate of insurance for Worker's Compensation and a valid certificate of liability listing the Twin Falls School District as the additional insured for \$1M to the Owner prior to work being started on the project.
10. Contractor must obtain all necessary permits and licenses required by the local municipal/county government to do the work.
11. In the event the Contractor is delayed in the prosecution of the work by acts of God, fire, flood or any other unavoidable casualties; or by labor strikes, late delivery of materials; or by neglect of the Owner; the time for completion of the work shall be extended for the same period as the delay occasioned by any of the aforementioned causes.
12. In the event the work is delayed due to neglect of the Contractor, the Contractor agrees to pay the owner the sum of \$100.00 per day as liquidated damages until such time as the work is completed.
13. This contract contains the entire agreement of the parties, and there are no other promises or conditions in any other agreement whether oral or written concerning the subject matter of this contract. This contract supersedes any prior written or oral agreements between the parties.
14. Contractor agrees to indemnify, defend, and hold harmless the Owner, 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 agent, employees, or representatives under this agreement.
15. The Owner shall have the right to inspect all work performed under this contract. All work that needs to be inspected or tested and certified by an engineer as a condition of



any government departments or other state agency, or inspected and certified by the local health officer, shall be done at each necessary stage of the project and before further work can continue. All inspection and certification (if required) will be done at the Owner's expense.

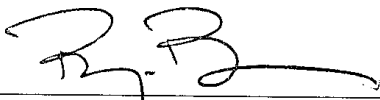
16. Neither the Owner nor Contractor shall have the right to assign any rights or interest occurring under this agreement without the written consent of the other, nor shall the Contractor assign any sums due, or to become due, to him under the provisions of this agreement.

17. This agreement shall be interpreted under the laws of the State of Idaho.

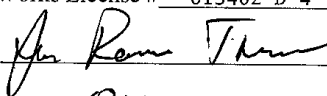
18. Attorney's fees and court costs shall be paid by the defendant in the event that judgment must be, and is, obtained to enforce this agreement or any breach thereof.

**OWNER:**

Twin Falls School District

By:   
Ryan Bowman  
Title: Director of Operations & Technology Education

**CONTRACTOR:**

J & R Asphalt Maintenance, Inc.  
Contractor's License #: RCT-13953  
Public Works License # 013402-D-4  
By:   
Title: Owner

## Midnight Productions

### General Independent Contractor Agreement

This Agreement is made between **TWIN FALLS SCHOOL DISTRICT #411** (Client) with a principal place of business at 201 Main Ave. West and Midnight Productions Studio LLC and **Kris Irish** (Contractor), with a principal place of business at 1023 Carriage Ln N, Twin Falls, ID 83301.

This Agreement will become effective on **January 01, 2020** and extend through **December 31, 2020**.

#### Services to be Performed

Contractor agrees to perform the following services:

Technical sound and lighting support required for performances at Roper Auditorium, located on the Twin Falls High School campus, 1615 Filer Ave East, Twin Falls, ID 83301. Services include:

- Operation of sound and lighting equipment located in Roper Auditorium for scheduled performances and rehearsals needing such technical support;
  - Routine service and maintenance of technical sound and lighting equipment to ensure that equipment is in proper working order at all times;
  - Recommendation to building administrator and district director of operations regarding major equipment repairs or upgrades and an estimate of cost factors associated with each;
  - Inventory, order, and stock consumable products associated with normal equipment use (e.g., light bulbs, gel filters, fuses, wires, cables, etc.).
- 
- Requisitions for purchasing consumable products shall be submitted to the building administrator or the district director of operations for issuance of a purchase order prior to the purchase of supplies;
- Routine service and repair of sound equipment at Bruin Stadium;
  - Direction and supervision of support staff needed to meet performance/production technical service requirements;
  - Scheduling, direction, and supervision of student production assistants used to meet performance/production technical service requirements.
  - To provide all TFSD facilities including but not limited to CRHS auditorium with recommendations for services/repairs as needed. Additional services provided beyond these recommendations to any TFSD facilities other than the Roper Auditorium will be billed at \$50 per hour. These services are to be billed separately from this contract and shall be approved by the Director of Operations prior to any work being completed.

#### Payment

In consideration for the services to be performed by Contractor, Client agrees to pay Contractor **\$30,000.00** according to the terms set out below.

#### Terms of Payment

The contractual fee will be distributed evenly throughout the term of the contract. The contractor shall submit an invoice to Client on the twenty-fifth day of each month in the amount of \$2,500.00. Invoices should include: an invoice number, the dates covered by the invoice, the hours expended, and a summary of the work performed. Client shall pay Contractor's fee within a reasonable time after receiving the invoice.

#### Expenses

Contractor shall be responsible for all expenses incurred while performing services under this Agreement. This includes license fees, memberships and dues; automobile and other travel expenses; meals and entertainment; insurance premiums; and all salary, expenses and other compensation paid to employees or contract personnel the Contractor hires to complete the work under this Agreement:

**Independent Contractor Status**

Contractor is an independent contractor, not Client's employee. Contractor's employees or contract personnel are not Client's employees. Contractor and Client agree to the following rights consistent with an independent contractor relationship.

- Contractor has the right to perform services for others during the term of this Agreement.
  - Contractor has the sole right to control and direct the means, manner, and method by which the services required by this Agreement will be performed.
  - Contractor has the right to hire assistants as subcontractors, or to use employees to provide the services required by this Agreement.
  - The Contractor or Contractor's employees or contract personnel shall perform the services required by this Agreement.
  - Neither Contractor nor Contractor's employees or contract personnel shall receive any training from Client in the skills necessary to perform the services required by this Agreement.
  - Client shall not require Contractor or Contractor's employees or contract personnel to devote full time to performing the services required by this Agreement.
- 

**Business Permits, Certificates and Licenses**

Contractor has complied with all federal, state, and local laws requiring business permits, certificates, and licenses required to carry out the services to be performed under this Agreement.

**State and Federal Taxes**

Client will not:

- Withhold FICA (Social Security and Medicare taxes) from Contractor's payments or make FICA payments on Contractor's behalf,
- Make state or federal unemployment compensation contributions on Contractor's behalf, or
- Withhold state or federal income tax from Contractor's payments.

Contractor shall pay all taxes incurred while performing services under this Agreement--including all applicable income taxes and, if Contractor is not a corporation, self-employment (Social Security) taxes. Upon demand, Contractor shall provide Client with proof that such payments have been made.

**Fringe Benefits**

Contractor understands that neither Contractor nor Contractor's employees or contract personnel are eligible to participate in any employee pension, health, vacation pay, sick pay or other fringe benefit plan of Client.

**Workers' Compensation**

Client shall not obtain workers' compensation insurance on behalf of Contractor or

Contractor's employees. If Contractor hires employees to perform any work under this Agreement, Contractor will cover them with workers' compensation insurance and provide Client with a certificate of workers' compensation insurance before the employees begin the work.

If not operating as a corporation, Contractor shall obtain workers' compensation insurance coverage for Contractor. Contractor shall provide Client with proof that such coverage has been obtained before starting work.

**Unemployment Compensation**

Client shall make no state or federal unemployment compensation payments on behalf of Contractor or Contractor's employees or contract personnel. Contractor will not be entitled to these benefits in connection with work performed under this Agreement.

**Insurance**

Client shall not provide any insurance coverage of any kind for Contractor or Contractor's employees or contract personnel. Contractor agrees to maintain an insurance policy of at least \$1,000,000 to cover any negligent acts committed by Contractor or Contractor's employees or agents while performing services under this Agreement.

Contractor shall indemnify and hold Client harmless from any loss or liability arising from performing services under this Agreement. Certificate of liability must name the client as an additional insured.

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**Terminating the Agreement**

Either party may terminate this Agreement any time by giving thirty days written notice to the other party of the intent to terminate.

**Exclusive Agreement**

This is the entire Agreement between Contractor and Client.

**Severability**

If any part of this Agreement is held unenforceable, the rest of the Agreement will continue in effect.

**Applicable Law**

This Agreement will be governed by the laws of the State of Idaho.

**Notices**

All notices and other communications in connection with this Agreement shall be in writing and shall be considered given as follows:

- When delivered personally to the recipient's address as stated on this Agreement,
- Three days after being deposited in the United States mail, with postage prepaid to the recipient's address as stated on this Agreement, or
- When sent by fax or telex to the last fax or telex number of the recipient known to the person giving notice. Notice is effective upon receipt provided that a duplicate copy of the notice is promptly given by first class mail, or the recipient delivers a written confirmation of receipt.

**No Partnership**

This Agreement does not create a partnership relationship. Contractor does not have authority to enter into contracts on Client's behalf.

**Resolving Disputes**

If a dispute arises under this Agreement, any party may take the matter to court.

If any court action is necessary to enforce this Agreement, the prevailing party shall be entitled to reasonable attorney fees, costs, and expenses in addition to any other relief to which he or she may be entitled.

**Signatures**

**Client:** Twin Falls School District #411

**By:**   
(Signature)

Ryan Bowman  
(Typed or Printed Name)

**Title:** Director of Operations

**Date:** 2/4/2020

**Contractor:** Midnight Productions/Studio LLC-Kris Irish

**By:**   
(Signature)

Kris Irish  
(Typed or Printed Name)

**Title:** Co-owner

**Date:** 1/31/20

**Taxpayer ID Number:** 81-3208943

**If Agreement Is Faxed:**

Contractor and Client agree that this Agreement will be considered signed when the signature of a party is delivered by facsimile transmission. Signatures transmitted by facsimile shall have the same effect as original signatures.

## Petruzzelli Electric

TWIN FALLS PUBLIC SCHOOLS  
**SCHOOL DISTRICT NO. 411**  
201 MAIN AVE. WEST  
TWIN FALLS, IDAHO 83301-6197  
(208) 733-6900 FAX (208) 733-8474

### SERVICES CONTRACT

This contract is hereby made and entered into this 1st day of May,  
20 20, by and between Twin Falls School District, hereafter  
called Owner, and Petruzzelli Electric, hereafter called  
Contractor.

The said parties, for the considerations hereinafter mentioned, hereby agree to the following:

1. The Contractor agrees to provide all of the material and labor required to perform the following work: Supply & install approx. 200 ft. of 3/4" EMT and control wires from the south wall to the middle of the paper storage wall and reinstall the outside air controller (as per estimate)

Location that work is to be performed  
at: CRHS Residential Construction Program, 621 Washington St. S., Suite 300

2. The Owner hereby agrees to pay the Contractor, for the aforesaid materials and labor, the sum of \$2,949.00. Once the work is completed, inspected and we receive the invoice from the Contractor; then we will put it in our next regular accounts payable cycle for board approval, which is the second Monday of each month.
3. The Contractor agrees that the entire above-described work shall be completed no later than the 30th day of May, 2020.
4. The Contractor agrees to provide and pay for all materials, tools and equipment required for the prosecution and timely completion of the work. Unless otherwise specified, all materials shall be new and of good quality.
5. In the prosecution of the work, the Contractor shall employ a sufficient number of workers skilled in the trade to suitably perform the work.
6. All changes and deviations in the work ordered by the Owner must be in writing, the contract sum being increased or decreased accordingly by the Contractor. Any claims for

increases in the cost of the work must be presented by the Contractor to the Owner in writing, and written approval of the Owner shall be obtained by the Contractor before proceeding with the ordered change or revision.


7. The Owner, Owner's representative and public authorities shall at all times have access to the work.
8. The Contractor agrees to re-execute any work which does not conform to the drawings (if required) and specifications, warrants the work performed, and agrees to remedy any defects resulting, from faulty materials or workmanship which shall become evident during a period of one year after completion of the work.
9. The Contractor agrees to furnish a valid certificate of insurance for Worker's Compensation and a valid certificate of liability listing the Twin Falls School District as the additional insured for \$1M to the Owner prior to work being started on the project.
10. Contractor must obtain all necessary permits and licenses required by the local municipal/county government to do the work.
11. In the event the Contractor is delayed in the prosecution of the work by acts of God, fire, flood or any other unavoidable casualties; or by labor strikes, late delivery of materials; or by neglect of the Owner; the time for completion of the work shall be extended for the same period as the delay occasioned by any of the aforementioned causes.
12. In the event the work is delayed due to neglect of the Contractor, the Contractor agrees to pay the owner the sum of \$100.00 per day as liquidated damages until such time as the work is completed.
13. This contract contains the entire agreement of the parties, and there are no other promises or conditions in any other agreement whether oral or written concerning the subject matter of this contract. This contract supersedes any prior written or oral agreements between the parties.
14. Contractor agrees to indemnify, defend, and hold harmless the Owner, 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 agent, employees, or representatives under this agreement.
15. The Owner shall have the right to inspect all work performed under this contract. All work that needs to be inspected or tested and certified by an engineer as a condition of

any government departments or other state agency, or inspected and certified by the local health officer, shall be done at each necessary stage of the project and before further work can continue. All inspection and certification (if required) will be done at the Owner's expense.

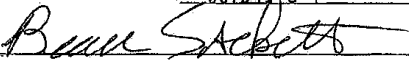
16. Neither the Owner nor Contractor shall have the right to assign any rights or interest occurring under this agreement without the written consent of the other, nor shall the Contractor assign any sums due, or to become due, to him under the provisions of this agreement.
17. This agreement shall be interpreted under the laws of the State of Idaho.
18. Attorney's fees and court costs shall be paid by the defendant in the event that judgment must be, and is, obtained to enforce this agreement or any breach thereof.

**OWNER:**

Twin Falls School District

By:   
Ryan Bowman  
Title: Director of Operations & Technology Education

**CONTRACTOR:**

Petruzzelli Electric  
Contractor's License #: ELE-C-23255  
Public Works License # 007541-C-4  
By:   
Title: ESTIMATOR



TWIN FALLS PUBLIC SCHOOLS  
SCHOOL DISTRICT NO. 411

201 MAIN AVE. WEST  
TWIN FALLS, IDAHO 83301-6197  
(208) 733-6900 FAX (208) 733-8474

SERVICES CONTRACT

This contract is hereby made and entered into this 1st day of May,  
20 20, by and between Twin Falls School District, hereafter  
called Owner, and Patruzzelli Electric, hereafter called  
Contractor.

The said parties, for the considerations hereinafter mentioned, hereby agree to the following:

1. The Contractor agrees to provide all of the material and labor required to perform the following  
work: Lighting in gym changed over to LED  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Location that work is to be performed  
at: Canyon Ridge High School, 300 N. College Rd. W.
2. The Owner hereby agrees to pay the Contractor, for the aforesaid materials and labor, the sum of \$3,680.00. Once the work is completed, inspected and we receive the invoice from the Contractor; then we will put it in our next regular accounts payable cycle for board approval, which is the second Monday of each month.
3. The Contractor agrees that the entire above-described work shall be completed no later than the 1st day of May, 20 20.
4. The Contractor agrees to provide and pay for all materials, tools and equipment required for the prosecution and timely completion of the work. Unless otherwise specified, all materials shall be new and of good quality.
5. In the prosecution of the work, the Contractor shall employ a sufficient number of workers skilled in the trade to suitably perform the work.
6. All changes and deviations in the work ordered by the Owner must be in writing, the contract sum being increased or decreased accordingly by the Contractor. Any claims for

increases in the cost of the work must be presented by the Contractor to the Owner in writing, and written approval of the Owner shall be obtained by the Contractor before proceeding with the ordered change or revision.

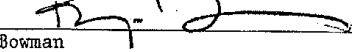
7. The Owner, Owner's representative and public authorities shall at all times have access to the work.
8. The Contractor agrees to re-execute any work which does not conform to the drawings (if required) and specifications, warrants the work performed, and agrees to remedy any defects resulting, from faulty materials or workmanship which shall become evident during a period of one year after completion of the work.
9. The Contractor agrees to furnish a valid certificate of insurance for Worker's Compensation and a valid certificate of liability listing the Twin Falls School District as the additional insured for \$1M to the Owner prior to work being started on the project.
10. Contractor must obtain all necessary permits and licenses required by the local municipal/county government to do the work.
11. In the event the Contractor is delayed in the prosecution of the work by acts of God, fire, flood or any other unavoidable casualties; or by labor strikes, late delivery of materials; or by neglect of the Owner; the time for completion of the work shall be extended for the same period as the delay occasioned by any of the aforementioned causes.
12. In the event the work is delayed due to neglect of the Contractor, the Contractor agrees to pay the owner the sum of \$100.00 per day as liquidated damages until such time as the work is completed.
13. This contract contains the entire agreement of the parties, and there are no other promises or conditions in any other agreement whether oral or written concerning the subject matter of this contract. This contract supersedes any prior written or oral agreements between the parties.
14. Contractor agrees to indemnify, defend, and hold harmless the Owner, 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 agent, employees, or representatives under this agreement.
15. The Owner shall have the right to inspect all work performed under this contract. All work that needs to be inspected or tested and certified by an engineer as a condition of

any government departments or other state agency, or inspected and certified by the local health officer, shall be done at each necessary stage of the project and before further work can continue. All inspection and certification (if required) will be done at the Owner's expense.

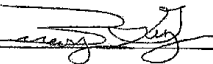
16. Neither the Owner nor Contractor shall have the right to assign any rights or interest occurring under this agreement without the written consent of the other, nor shall the Contractor assign any sums due, or to become due, to him under the provisions of this agreement.
17. This agreement shall be interpreted under the laws of the State of Idaho.
18. Attorney's fees and court costs shall be paid by the defendant in the event that judgment must be, and is, obtained to enforce this agreement or any breach thereof.

**OWNER:**

Twin Falls School District

By:   
Ryan Bowman  
Title: Director of Operations & Technology Education

**CONTRACTOR:**

Petrizzelli Electric  
Contractor's License #: ELE-C-23255  
Public Works License # 007541-C-4  
By:  Brady Gay  
Title: Secretary

TWIN FALLS PUBLIC SCHOOLS  
SCHOOL DISTRICT NO. 411  
201 MAIN AVE. WEST  
TWIN FALLS, IDAHO 83301-6197  
(208) 733-6900 FAX (208) 733-8474

SERVICES CONTRACT

This contract is hereby made and entered into this 6th day of May,  
20 20, by and between Twin Falls School District, hereafter  
called Owner, and Petruzzelli Electric, hereafter called  
Contractor.

The said parties, for the considerations hereinafter mentioned, hereby agree to the following:

1. The Contractor agrees to provide all of the material and labor required to perform the following  
work: Relocated (2) miter saw circuits from south wall to west wall  
an extended dust collection circuit to new location  
  
  
Location that work is to be performed  
at: CRHS Residential Construction Program, 621 Washington St. S., Suite 300
2. The Owner hereby agrees to pay the Contractor, for the aforesaid materials and labor, the sum of \$1,654.00. Once the work is completed, inspected and we receive the invoice from the Contractor; then we will put it in our next regular accounts payable cycle for board approval, which is the second Monday of each month.
3. The Contractor agrees that the entire above-described work shall be completed no later than the 1st day of March, 20 20.
4. The Contractor agrees to provide and pay for all materials, tools and equipment required for the prosecution and timely completion of the work. Unless otherwise specified, all materials shall be new and of good quality.
5. In the prosecution of the work, the Contractor shall employ a sufficient number of workers skilled in the trade to suitably perform the work.
6. All changes and deviations in the work ordered by the Owner must be in writing, the contract sum being increased or decreased accordingly by the Contractor. Any claims for

increases in the cost of the work must be presented by the Contractor to the Owner in writing, and written approval of the Owner shall be obtained by the Contractor before proceeding with the ordered change or revision.

7. The Owner, Owner's representative and public authorities shall at all times have access to the work.
8. The Contractor agrees to re-execute any work which does not conform to the drawings (if required) and specifications, warrants the work performed, and agrees to remedy any defects resulting, from faulty materials or workmanship which shall become evident during a period of one year after completion of the work.
9. The Contractor agrees to furnish a valid certificate of insurance for Worker's Compensation and a valid certificate of liability listing the Twin Falls School District as the additional insured for \$1M to the Owner prior to work being started on the project.
10. Contractor must obtain all necessary permits and licenses required by the local municipal/county government to do the work.
11. In the event the Contractor is delayed in the prosecution of the work by acts of God, fire, flood or any other unavoidable casualties; or by labor strikes, late delivery of materials; or by neglect of the Owner; the time for completion of the work shall be extended for the same period as the delay occasioned by any of the aforementioned causes.
12. In the event the work is delayed due to neglect of the Contractor, the Contractor agrees to pay the owner the sum of \$100.00 per day as liquidated damages until such time as the work is completed.
13. This contract contains the entire agreement of the parties, and there are no other promises or conditions in any other agreement whether oral or written concerning the subject matter of this contract. This contract supersedes any prior written or oral agreements between the parties.
14. Contractor agrees to indemnify, defend, and hold harmless the Owner, 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 agent, employees, or representatives under this agreement.
15. The Owner shall have the right to inspect all work performed under this contract. All work that needs to be inspected or tested and certified by an engineer as a condition of

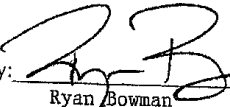
any government departments or other state agency, or inspected and certified by the local health officer, shall be done at each necessary stage of the project and before further work can continue. All inspection and certification (if required) will be done at the Owner's expense.

16. Neither the Owner nor Contractor shall have the right to assign any rights or interest occurring under this agreement without the written consent of the other, nor shall the Contractor assign any sums due, or to become due, to him under the provisions of this agreement.

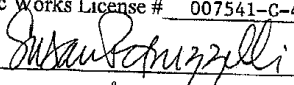
17. This agreement shall be interpreted under the laws of the State of Idaho.

18. Attorney's fees and court costs shall be paid by the defendant in the event that judgment must be, and is, obtained to enforce this agreement or any breach thereof.

**OWNER:**  
Twin Falls School District

By:   
Ryan Bowman  
Title: Director of Operations & Technology Education

**CONTRACTOR:**

Petruzzelli Electric  
Contractor's License #: ELE-C-23255  
Public Works License # 007541-C-4  
By:   
Title: Member/co-owner

TWIN FALLS PUBLIC SCHOOLS  
**SCHOOL DISTRICT NO. 411**  
201 MAIN AVE. WEST  
TWIN FALLS, IDAHO 83301-6197  
(208) 733-6900 FAX (208) 733-8474

**SERVICES CONTRACT**

This contract is hereby made and entered into this 8th day of May,  
2020, by and between Twin Falls School District, hereafter  
called Owner, and Petruzzelli Electric, hereafter called  
Contractor.

The said parties, for the considerations hereinafter mentioned, hereby agree to the following:

1. The Contractor agrees to provide all of the material and labor required to perform the following  
work: Additional work on changing existing lighting to LED in gym  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Location that work is to be performed  
at: Canyon Ridge High School, 300 N. College Rd. W.  
\_\_\_\_\_
2. The Owner hereby agrees to pay the Contractor, for the aforesaid materials and labor, the sum of \$1,330.00. Once the work is completed, inspected and we receive the invoice from the Contractor; then we will put it in our next regular accounts payable cycle for board approval, which is the second Monday of each month.
3. The Contractor agrees that the entire above-described work shall be completed no later than the 1st day of May, 2020.
4. The Contractor agrees to provide and pay for all materials, tools and equipment required for the prosecution and timely completion of the work. Unless otherwise specified, all materials shall be new and of good quality.
5. In the prosecution of the work, the Contractor shall employ a sufficient number of workers skilled in the trade to suitably perform the work.
6. All changes and deviations in the work ordered by the Owner must be in writing, the contract sum being increased or decreased accordingly by the Contractor. Any claims for

increases in the cost of the work must be presented by the Contractor to the Owner in writing, and written approval of the Owner shall be obtained by the Contractor before proceeding with the ordered change or revision.

7. The Owner, Owner's representative and public authorities shall at all times have access to the work.
8. The Contractor agrees to re-execute any work which does not conform to the drawings (if required) and specifications, warrants the work performed, and agrees to remedy any defects resulting, from faulty materials or workmanship which shall become evident during a period of one year after completion of the work.
9. The Contractor agrees to furnish a valid certificate of insurance for Worker's Compensation and a valid certificate of liability listing the Twin Falls School District as the additional insured for \$1M to the Owner prior to work being started on the project.
10. Contractor must obtain all necessary permits and licenses required by the local municipal/county government to do the work.
11. In the event the Contractor is delayed in the prosecution of the work by acts of God, fire, flood or any other unavoidable casualties; or by labor strikes, late delivery of materials; or by neglect of the Owner; the time for completion of the work shall be extended for the same period as the delay occasioned by any of the aforementioned causes.
12. In the event the work is delayed due to neglect of the Contractor, the Contractor agrees to pay the owner the sum of \$100.00 per day as liquidated damages until such time as the work is completed.
13. This contract contains the entire agreement of the parties, and there are no other promises or conditions in any other agreement whether oral or written concerning the subject matter of this contract. This contract supersedes any prior written or oral agreements between the parties.
14. Contractor agrees to indemnify, defend, and hold harmless the Owner, 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 agent, employees, or representatives under this agreement.
15. The Owner shall have the right to inspect all work performed under this contract. All work that needs to be inspected or tested and certified by an engineer as a condition of



any government departments or other state agency, or inspected and certified by the local health officer, shall be done at each necessary stage of the project and before further work can continue. All inspection and certification (if required) will be done at the Owner's expense.

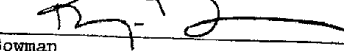
16. Neither the Owner nor Contractor shall have the right to assign any rights or interest occurring under this agreement without the written consent of the other, nor shall the Contractor assign any sums due, or to become due, to him under the provisions of this agreement.

17. This agreement shall be interpreted under the laws of the State of Idaho.

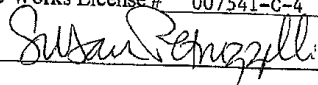
18. Attorney's fees and court costs shall be paid by the defendant in the event that judgment must be, and is, obtained to enforce this agreement or any breach thereof.

**OWNER:**

Twin Falls School District

By:   
Ryan Bowman  
Title: Director of Operations & Technology Education

**CONTRACTOR:**

Petruzzelli Electric  
Contractor's License #: ELE-G-23255  
Public Works License # 007541-C-4  
By:   
Title: member

## Quality Roofers

TWIN FALLS PUBLIC SCHOOLS  
**SCHOOL DISTRICT NO. 411**  
201 MAIN AVE. WEST  
TWIN FALLS, IDAHO 83301-6197  
(208) 733-6900 FAX (208) 733-8474

### SERVICES CONTRACT

This contract is hereby made and entered into this 20<sup>th</sup> day of May,  
20 20, by and between Twin Falls School District, hereafter  
called Owner, and Quality Roofers, Inc., hereafter called  
Contractor.

The said parties, for the considerations hereinafter mentioned, hereby agree to the following:

1. The Contractor agrees to provide all of the material and labor required to perform the following  
work: Install one layer of protective mat and a new 60-mil TPO roof  
system over the existing roof. Includes new pipe flashings, curb  
flashings, drip edge, roof vent and term bar where needed (as per proposal)

Location that work is to be performed  
at: Sawtooth Elementary School, 1771 Stadium Blvd. (Library section)

2. The Owner hereby agrees to pay the Contractor, for the aforesaid materials and labor, the sum of \$9,957.00. Once the work is completed, inspected and we receive the invoice from the Contractor; then we will put it in our next regular accounts payable cycle for board approval, which is the second Monday of each month.
3. The Contractor agrees that the entire above-described work shall be completed no later than the 31st day of July, 20 20.
4. The Contractor agrees to provide and pay for all materials, tools and equipment required for the prosecution and timely completion of the work. Unless otherwise specified, all materials shall be new and of good quality.
5. In the prosecution of the work, the Contractor shall employ a sufficient number of workers skilled in the trade to suitably perform the work.
6. All changes and deviations in the work ordered by the Owner must be in writing, the contract sum being increased or decreased accordingly by the Contractor. Any claims for

increases in the cost of the work must be presented by the Contractor to the Owner in writing, and written approval of the Owner shall be obtained by the Contractor before proceeding with the ordered change or revision.


7. The Owner, Owner's representative and public authorities shall at all times have access to the work.
8. The Contractor agrees to re-execute any work which does not conform to the drawings (if required) and specifications, warrants the work performed, and agrees to remedy any defects resulting, from faulty materials or workmanship which shall become evident during a period of one year after completion of the work.
9. The Contractor agrees to furnish a valid certificate of insurance for Worker's Compensation and a valid certificate of liability listing the Twin Falls School District as the additional insured for \$1M to the Owner prior to work being started on the project.
10. Contractor must obtain all necessary permits and licenses required by the local municipal/county government to do the work.
11. In the event the Contractor is delayed in the prosecution of the work by acts of God, fire, flood or any other unavoidable casualties; or by labor strikes, late delivery of materials; or by neglect of the Owner, the time for completion of the work shall be extended for the same period as the delay occasioned by any of the aforementioned causes.
12. In the event the work is delayed due to neglect of the Contractor, the Contractor agrees to pay the owner the sum of \$100.00 per day as liquidated damages until such time as the work is completed.
13. This contract contains the entire agreement of the parties, and there are no other promises or conditions in any other agreement whether oral or written concerning the subject matter of this contract. This contract supersedes any prior written or oral agreements between the parties.
14. Contractor agrees to indemnify, defend, and hold harmless the Owner, 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 agent, employees, or representatives under this agreement.
15. The Owner shall have the right to inspect all work performed under this contract. All work that needs to be inspected or tested and certified by an engineer as a condition of

any government departments or other state agency, or inspected and certified by the local health officer, shall be done at each necessary stage of the project and before further work can continue. All inspection and certification (if required) will be done at the Owner's expense.

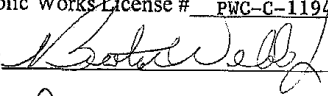
16. Neither the Owner nor Contractor shall have the right to assign any rights or interest occurring under this agreement without the written consent of the other, nor shall the Contractor assign any sums due, or to become due, to him under the provisions of this agreement.
17. This agreement shall be interpreted under the laws of the State of Idaho.
18. Attorney's fees and court costs shall be paid by the defendant in the event that judgment must be, and is, obtained to enforce this agreement or any breach thereof.

**OWNER:**

Twin Falls School District

By:   
Ryan Bowman  
Title: Director of Operations & Technology Education

**CONTRACTOR:**

Quality Roofers, Inc.  
Contractor's License #: RCE-498  
Public Works License # PWC-C-11944-B-4  
By:   
Title: President

TWIN FALLS PUBLIC SCHOOLS  
SCHOOL DISTRICT NO. 411  
201 MAIN AVE. WEST  
TWIN FALLS, IDAHO 83301-6197  
(208) 733-6900 FAX (208) 733-8474

**SERVICES CONTRACT**

This contract is hereby made and entered into this 21st day of May, 2020, by and between Twin Falls School District, hereafter called Owner, and Quality Roofers, Inc., hereafter called Contractor.

The said parties, for the considerations hereinafter mentioned, hereby agree to the following:

1. The Contractor agrees to provide all of the material and labor required to perform the following work: Install one layer of protective mat and a new 60-mil TPO roof system over the existing roof. Includes new pipe flashings, curb flashings, drip edge, roof vent and term bar where needed-- east side ramp room roof (as per estimate)  
  
Location that work is to be performed  
at: Sawtooth Elementary School, 1771 Stadium Blvd.
2. The Owner hereby agrees to pay the Contractor, for the aforesaid materials and labor, the sum of \$9,800.00. Once the work is completed, inspected and we receive the invoice from the Contractor; then we will put it in our next regular accounts payable cycle for board approval, which is the second Monday of each month.
3. The Contractor agrees that the entire above-described work shall be completed no later than the 31st day of July, 2020.
4. The Contractor agrees to provide and pay for all materials, tools and equipment required for the prosecution and timely completion of the work. Unless otherwise specified, all materials shall be new and of good quality.
5. In the prosecution of the work, the Contractor shall employ a sufficient number of workers skilled in the trade to suitably perform the work.
6. All changes and deviations in the work ordered by the Owner must be in writing, the contract sum being increased or decreased accordingly by the Contractor. Any claims for


increases in the cost of the work must be presented by the Contractor to the Owner in writing, and written approval of the Owner shall be obtained by the Contractor before proceeding with the ordered change or revision.

7. The Owner, Owner's representative and public authorities shall at all times have access to the work.
8. The Contractor agrees to re-execute any work which does not conform to the drawings (if required) and specifications, warrants the work performed, and agrees to remedy any defects resulting, from faulty materials or workmanship which shall become evident during a period of one year after completion of the work.
9. The Contractor agrees to furnish a valid certificate of insurance for Worker's Compensation and a valid certificate of liability listing the Twin Falls School District as the additional insured for \$1M to the Owner prior to work being started on the project.
10. Contractor must obtain all necessary permits and licenses required by the local municipal/county government to do the work.
11. In the event the Contractor is delayed in the prosecution of the work by acts of God, fire, flood or any other unavoidable casualties; or by labor strikes, late delivery of materials; or by neglect of the Owner; the time for completion of the work shall be extended for the same period as the delay occasioned by any of the aforementioned causes.
12. In the event the work is delayed due to neglect of the Contractor, the Contractor agrees to pay the owner the sum of \$100.00 per day as liquidated damages until such time as the work is completed.
13. This contract contains the entire agreement of the parties, and there are no other promises or conditions in any other agreement whether oral or written concerning the subject matter of this contract. This contract supersedes any prior written or oral agreements between the parties.
14. Contractor agrees to indemnify, defend, and hold harmless the Owner, 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 agent, employees, or representatives under this agreement.
15. The Owner shall have the right to inspect all work performed under this contract. All work that needs to be inspected or tested and certified by an engineer as a condition of

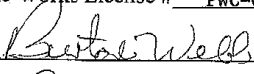
any government departments or other state agency, or inspected and certified by the local health officer, shall be done at each necessary stage of the project and before further work can continue. All inspection and certification (if required) will be done at the Owner's expense.

16. Neither the Owner nor Contractor shall have the right to assign any rights or interest occurring under this agreement without the written consent of the other, nor shall the Contractor assign any sums due, or to become due, to him under the provisions of this agreement.
17. This agreement shall be interpreted under the laws of the State of Idaho.
18. Attorney's fees and court costs shall be paid by the defendant in the event that judgment must be, and is, obtained to enforce this agreement or any breach thereof.

**OWNER:**  
Twin Falls School District

By:   
Ryan Bowman  
Title: Director of Operations & Technology Education

**CONTRACTOR:**

Quality Roofers, Inc.  
Contractor's License #: RCE-498  
Public Works License # PWC-C-11944-B-4  
By:   
Title: PRESIDENT

TWIN FALLS PUBLIC SCHOOLS  
**SCHOOL DISTRICT NO. 411**  
201 MAIN AVE. WEST  
TWIN FALLS, IDAHO 83301-6197  
(208) 733-6900 FAX (208) 733-8474

**SERVICES CONTRACT**

This contract is hereby made and entered into this 21st day of May,  
20 20, by and between Twin Falls School District, hereafter  
called Owner, and Quality Roofers, Inc., hereafter called  
Contractor.

The said parties, for the considerations hereinafter mentioned, hereby agree to the following:

1. The Contractor agrees to provide all of the material and labor required to perform the following  
work: Install one layer of protective mat and a new 60-mil TPO roof  
system over the existing roof. Includes new pipe flashings, curb  
flashings, drip edge, roof vent and term bar where needed--lower office  
roof (as per estimate)  
  
Location that work is to be performed  
at: Sawtooth Elementary School, 1771 Stadium Blvd.
2. The Owner hereby agrees to pay the Contractor, for the aforesaid materials and labor, the  
sum of \$8,635.00. Once the work is completed, inspected and we receive the  
invoice from the Contractor; then we will put it in our next regular accounts payable  
cycle for board approval, which is the second Monday of each month.
3. The Contractor agrees that the entire above-described work shall be completed no later  
than the 31st day of July, 20 20.
4. The Contractor agrees to provide and pay for all materials, tools and equipment required  
for the prosecution and timely completion of the work. Unless otherwise specified, all  
materials shall be new and of good quality.
5. In the prosecution of the work, the Contractor shall employ a sufficient number of  
workers skilled in the trade to suitably perform the work.
6. All changes and deviations in the work ordered by the Owner must be in writing, the  
contract sum being increased or decreased accordingly by the Contractor. Any claims for



increases in the cost of the work must be presented by the Contractor to the Owner in writing, and written approval of the Owner shall be obtained by the Contractor before proceeding with the ordered change or revision.

7. The Owner, Owner's representative and public authorities shall at all times have access to the work.
8. The Contractor agrees to re-execute any work which does not conform to the drawings (if required) and specifications, warrants the work performed, and agrees to remedy any defects resulting, from faulty materials or workmanship which shall become evident during a period of one year after completion of the work.
9. The Contractor agrees to furnish a valid certificate of insurance for Worker's Compensation and a valid certificate of liability listing the Twin Falls School District as the additional insured for \$1M to the Owner prior to work being started on the project.
10. Contractor must obtain all necessary permits and licenses required by the local municipal/county government to do the work.
11. In the event the Contractor is delayed in the prosecution of the work by acts of God, fire, flood or any other unavoidable casualties; or by labor strikes, late delivery of materials; or by neglect of the Owner; the time for completion of the work shall be extended for the same period as the delay occasioned by any of the aforementioned causes.
12. In the event the work is delayed due to neglect of the Contractor, the Contractor agrees to pay the owner the sum of \$100.00 per day as liquidated damages until such time as the work is completed.
13. This contract contains the entire agreement of the parties, and there are no other promises or conditions in any other agreement whether oral or written concerning the subject matter of this contract. This contract supersedes any prior written or oral agreements between the parties.
14. Contractor agrees to indemnify, defend, and hold harmless the Owner, 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 agent, employees, or representatives under this agreement.
15. The Owner shall have the right to inspect all work performed under this contract. All work that needs to be inspected or tested and certified by an engineer as a condition of

any government departments or other state agency, or inspected and certified by the local health officer, shall be done at each necessary stage of the project and before further work can continue. All inspection and certification (if required) will be done at the Owner's expense.

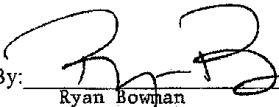
16. Neither the Owner nor Contractor shall have the right to assign any rights or interest occurring under this agreement without the written consent of the other, nor shall the Contractor assign any sums due, or to become due, to him under the provisions of this agreement.

17. This agreement shall be interpreted under the laws of the State of Idaho.

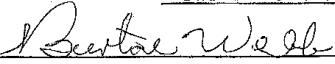
18. Attorney's fees and court costs shall be paid by the defendant in the event that judgment must be, and is, obtained to enforce this agreement or any breach thereof.

**OWNER:**

Twin Falls School District

By:   
Ryan Bowman  
Title: Director of Operations & Technology Education

**CONTRACTOR:**

Quality Roofers, Inc.  
Contractor's License #: RCE-498  
Public Works License # PWC-C-11944-B-4  
By:   
Title: PRESIDENT

TWIN FALLS PUBLIC SCHOOLS  
SCHOOL DISTRICT NO. 411  
201 MAIN AVE. WEST  
TWIN FALLS, IDAHO 83301-6197  
(208) 733-6900 FAX (208) 733-8474

SERVICES CONTRACT

This contract is hereby made and entered into this 21st day of May,  
20 20, by and between Twin Falls School District, hereafter  
called Owner, and Quality Roofers, Inc., hereafter called  
Contractor.

The said parties, for the considerations hereinafter mentioned, hereby agree to the following:

1. The Contractor agrees to provide all of the material and labor required to perform the following  
work: Install one layer of protective mat and a new 60-mil TPO roof  
system over the existing roof. This includes new pipe flashings,  
curb flashings, drip edge, roof vent and term bar where needed--upper  
office roof (as per estimate)  
Location that work is to be performed  
at: Sawtooth Elementary School, 1771 Stadium Blvd.
2. The Owner hereby agrees to pay the Contractor, for the aforesaid materials and labor, the  
sum of \$8,815.00. Once the work is completed, inspected and we receive the  
invoice from the Contractor; then we will put it in our next regular accounts payable  
cycle for board approval, which is the second Monday of each month.
3. The Contractor agrees that the entire above-described work shall be completed no later  
than the 31st day of July, 20 20.
4. The Contractor agrees to provide and pay for all materials, tools and equipment required  
for the prosecution and timely completion of the work. Unless otherwise specified, all  
materials shall be new and of good quality.
5. In the prosecution of the work, the Contractor shall employ a sufficient number of  
workers skilled in the trade to suitably perform the work.
6. All changes and deviations in the work ordered by the Owner must be in writing, the  
contract sum being increased or decreased accordingly by the Contractor. Any claims for

increases in the cost of the work must be presented by the Contractor to the Owner in writing, and written approval of the Owner shall be obtained by the Contractor before proceeding with the ordered change or revision.

7. The Owner, Owner's representative and public authorities shall at all times have access to the work.
8. The Contractor agrees to re-execute any work which does not conform to the drawings (if required) and specifications, warrants the work performed, and agrees to remedy any defects resulting, from faulty materials or workmanship which shall become evident during a period of one year after completion of the work.
9. The Contractor agrees to furnish a valid certificate of insurance for Worker's Compensation and a valid certificate of liability listing the Twin Falls School District as the additional insured for \$1M to the Owner prior to work being started on the project.
10. Contractor must obtain all necessary permits and licenses required by the local municipal/county government to do the work.
11. In the event the Contractor is delayed in the prosecution of the work by acts of God, fire, flood or any other unavoidable casualties; or by labor strikes, late delivery of materials; or by neglect of the Owner; the time for completion of the work shall be extended for the same period as the delay occasioned by any of the aforementioned causes.
12. In the event the work is delayed due to neglect of the Contractor, the Contractor agrees to pay the owner the sum of \$100.00 per day as liquidated damages until such time as the work is completed.
13. This contract contains the entire agreement of the parties, and there are no other promises or conditions in any other agreement whether oral or written concerning the subject matter of this contract. This contract supersedes any prior written or oral agreements between the parties.
14. Contractor agrees to indemnify, defend, and hold harmless the Owner, 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 agent, employees, or representatives under this agreement.
15. The Owner shall have the right to inspect all work performed under this contract. All work that needs to be inspected or tested and certified by an engineer as a condition of

any government departments or other state agency, or inspected and certified by the local health officer, shall be done at each necessary stage of the project and before further work can continue. All inspection and certification (if required) will be done at the Owner's expense.


16. Neither the Owner nor Contractor shall have the right to assign any rights or interest occurring under this agreement without the written consent of the other, nor shall the Contractor assign any sums due, or to become due, to him under the provisions of this agreement.

17. This agreement shall be interpreted under the laws of the State of Idaho.

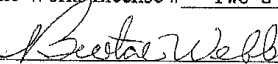
18. Attorney's fees and court costs shall be paid by the defendant in the event that judgment must be, and is, obtained to enforce this agreement or any breach thereof.

**OWNER:**

Twin Falls School District

By:   
Ryan Bowman  
Title: Director of Operations & Technology Education

**CONTRACTOR:**

Quality Roofers, Inc.  
Contractor's License #: RCE-498  
Public Works License # PWC-C-11944-B-4  
By:   
Title: PRESIDENT

TWIN FALLS PUBLIC SCHOOLS  
**SCHOOL DISTRICT NO. 411**  
201 MAIN AVE. WEST  
TWIN FALLS, IDAHO 83301-6197  
(208) 733-6900 FAX (208) 733-8474

**SERVICES CONTRACT**

This contract is hereby made and entered into this 21st day of May,  
20 20, by and between Twin Falls School District, hereafter  
called Owner, and Quality Roofers, Inc., hereafter called  
Contractor.

The said parties, for the considerations hereinafter mentioned, hereby agree to the following:

1. The Contractor agrees to provide all of the material and labor required to perform the following  
work: Install one layer of protective mat and a new 60-mil TPO roof  
system over the existing roof. Includes new pipe flashings, curb  
flashings, drip edge, roof vent and term bar where needed, west side  
ramp room roof (as per estimate)  
Location that work is to be performed  
at: Sawtooth Elementary School, 1771 Stadium Blvd.
2. The Owner hereby agrees to pay the Contractor, for the aforesaid materials and labor, the  
sum of \$9,839.00. Once the work is completed, inspected and we receive the  
invoice from the Contractor; then we will put it in our next regular accounts payable  
cycle for board approval, which is the second Monday of each month.
3. The Contractor agrees that the entire above-described work shall be completed no later  
than the 31st day of July, 20 20.
4. The Contractor agrees to provide and pay for all materials, tools and equipment required  
for the prosecution and timely completion of the work. Unless otherwise specified, all  
materials shall be new and of good quality.
5. In the prosecution of the work, the Contractor shall employ a sufficient number of  
workers skilled in the trade to suitably perform the work.
6. All changes and deviations in the work ordered by the Owner must be in writing, the  
contract sum being increased or decreased accordingly by the Contractor. Any claims for

increases in the cost of the work must be presented by the Contractor to the Owner in writing, and written approval of the Owner shall be obtained by the Contractor before proceeding with the ordered change or revision.

7. The Owner, Owner's representative and public authorities shall at all times have access to the work.
8. The Contractor agrees to re-execute any work which does not conform to the drawings (if required) and specifications, warrants the work performed, and agrees to remedy any defects resulting, from faulty materials or workmanship which shall become evident during a period of one year after completion of the work.
9. The Contractor agrees to furnish a valid certificate of insurance for Worker's Compensation and a valid certificate of liability listing the Twin Falls School District as the additional insured for \$1M to the Owner prior to work being started on the project.
10. Contractor must obtain all necessary permits and licenses required by the local municipal/county government to do the work.
11. In the event the Contractor is delayed in the prosecution of the work by acts of God, fire, flood or any other unavoidable casualties; or by labor strikes, late delivery of materials; or by neglect of the Owner, the time for completion of the work shall be extended for the same period as the delay occasioned by any of the aforementioned causes.
12. In the event the work is delayed due to neglect of the Contractor, the Contractor agrees to pay the owner the sum of \$100.00 per day as liquidated damages until such time as the work is completed.
13. This contract contains the entire agreement of the parties, and there are no other promises or conditions in any other agreement whether oral or written concerning the subject matter of this contract. This contract supersedes any prior written or oral agreements between the parties.
14. Contractor agrees to indemnify, defend, and hold harmless the Owner, 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 agent, employees, or representatives under this agreement.
15. The Owner shall have the right to inspect all work performed under this contract. All work that needs to be inspected or tested and certified by an engineer as a condition of

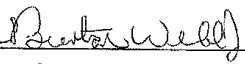
any government departments or other state agency, or inspected and certified by the local health officer, shall be done at each necessary stage of the project and before further work can continue. All inspection and certification (if required) will be done at the Owner's expense.

16. Neither the Owner nor Contractor shall have the right to assign any rights or interest occurring under this agreement without the written consent of the other, nor shall the Contractor assign any sums due, or to become due, to him under the provisions of this agreement.
17. This agreement shall be interpreted under the laws of the State of Idaho.
18. Attorney's fees and court costs shall be paid by the defendant in the event that judgment must be, and is, obtained to enforce this agreement or any breach thereof.

**OWNER:**  
Twin Falls School District

By:   
Ryan Bowman  
Title: Director of Operations & Technology Education

**CONTRACTOR:**

Quality Roofers, Inc.  
Contractor's License #: RCE-498  
Public Works License # PWC-C-11944-B-4  
By:   
Title: PRESIDENT



## Rock Creek Refrigeration

TWIN FALLS PUBLIC SCHOOLS  
**SCHOOL DISTRICT NO. 411**  
201 MAIN AVE. WEST  
TWIN FALLS, IDAHO 83301-6197  
(208) 733-6900 FAX (208) 733-8474

### SERVICES CONTRACT

This contract is hereby made and entered into this 2nd day of March,  
2020, by and between Twin Falls School District, hereafter  
called Owner, and Rock Creek Refrigeration, hereafter called  
Contractor.

The said parties, for the considerations hereinafter mentioned, hereby agree to the following:

1. The Contractor agrees to provide all of the material and labor required to perform the following  
work: Repair of oven (as per estimate)  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
  
Location that work is to be performed  
at: Sawtooth Elementary School, 1771 Stadium Blvd. (Food Service)  
\_\_\_\_\_
2. The Owner hereby agrees to pay the Contractor, for the aforesaid materials and labor, the  
sum of \$2,359.95. Once the work is completed, inspected and we receive the  
invoice from the Contractor; then we will put it in our next regular accounts payable  
cycle for board approval, which is the second Monday of each month.
3. The Contractor agrees that the entire above-described work shall be completed no later  
than the 10th day of March, 2020.
4. The Contractor agrees to provide and pay for all materials, tools and equipment required  
for the prosecution and timely completion of the work. Unless otherwise specified, all  
materials shall be new and of good quality.
5. In the prosecution of the work, the Contractor shall employ a sufficient number of  
workers skilled in the trade to suitably perform the work.
6. All changes and deviations in the work ordered by the Owner must be in writing, the  
contract sum being increased or decreased accordingly by the Contractor. Any claims for

increases in the cost of the work must be presented by the Contractor to the Owner in writing, and written approval of the Owner shall be obtained by the Contractor before proceeding with the ordered change or revision.

7. The Owner, Owner's representative and public authorities shall at all times have access to the work.
8. The Contractor agrees to re-execute any work which does not conform to the drawings (if required) and specifications, warrants the work performed, and agrees to remedy any defects resulting, from faulty materials or workmanship which shall become evident during a period of one year after completion of the work.
9. The Contractor agrees to furnish a valid certificate of insurance for Worker's Compensation and a valid certificate of liability listing the Twin Falls School District as the additional insured for \$1M to the Owner prior to work being started on the project.
10. Contractor must obtain all necessary permits and licenses required by the local municipal/county government to do the work.
11. In the event the Contractor is delayed in the prosecution of the work by acts of God, fire, flood or any other unavoidable casualties; or by labor strikes, late delivery of materials; or by neglect of the Owner; the time for completion of the work shall be extended for the same period as the delay occasioned by any of the aforementioned causes.
12. In the event the work is delayed due to neglect of the Contractor, the Contractor agrees to pay the owner the sum of \$100.00 per day as liquidated damages until such time as the work is completed.
13. This contract contains the entire agreement of the parties, and there are no other promises or conditions in any other agreement whether oral or written concerning the subject matter of this contract. This contract supersedes any prior written or oral agreements between the parties.
14. Contractor agrees to indemnify, defend, and hold harmless the Owner, 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 agent, employees, or representatives under this agreement.
15. The Owner shall have the right to inspect all work performed under this contract. All work that needs to be inspected or tested and certified by an engineer as a condition of

TWIN FALLS PUBLIC SCHOOLS  
**SCHOOL DISTRICT NO. 411**  
201 MAIN AVE. WEST  
TWIN FALLS, IDAHO 83301-6197  
(208) 733-6900 FAX (208) 733-8474

**SERVICES CONTRACT**

This contract is hereby made and entered into this 30th day of March,  
2020 by and between Twin Falls School District, hereafter  
called Owner, and Rock Creek Refrigeration, hereafter called  
Contractor.

The said parties, for the considerations hereinafter mentioned, hereby agree to the following:

1. The Contractor agrees to provide all of the material and labor required to perform the following  
work: Additional cost for dust collection system for west wood shop  
(as per estimate)  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Location that work is to be performed  
at: CRHS Residential construction program, 621 Washington St. S., Suite 300
2. The Owner hereby agrees to pay the Contractor, for the aforesaid materials and labor, the sum of \$9,135.68. Once the work is completed, inspected and we receive the invoice from the Contractor; then we will put it in our next regular accounts payable cycle for board approval, which is the second Monday of each month.
3. The Contractor agrees that the entire above-described work shall be completed no later than the 30th day of April, 2020.
4. The Contractor agrees to provide and pay for all materials, tools and equipment required for the prosecution and timely completion of the work. Unless otherwise specified, all materials shall be new and of good quality.
5. In the prosecution of the work, the Contractor shall employ a sufficient number of workers skilled in the trade to suitably perform the work.
6. All changes and deviations in the work ordered by the Owner must be in writing, the contract sum being increased or decreased accordingly by the Contractor. Any claims for

increases in the cost of the work must be presented by the Contractor to the Owner in writing, and written approval of the Owner shall be obtained by the Contractor before proceeding with the ordered change or revision.

7. The Owner, Owner's representative and public authorities shall at all times have access to the work.
8. The Contractor agrees to re-execute any work which does not conform to the drawings (if required) and specifications, warrants the work performed, and agrees to remedy any defects resulting, from faulty materials or workmanship which shall become evident during a period of one year after completion of the work.
9. The Contractor agrees to furnish a valid certificate of insurance for Worker's Compensation and a valid certificate of liability listing the Twin Falls School District as the additional insured for \$1M to the Owner prior to work being started on the project.
10. Contractor must obtain all necessary permits and licenses required by the local municipal/county government to do the work.
11. In the event the Contractor is delayed in the prosecution of the work by acts of God, fire, flood or any other unavoidable casualties; or by labor strikes, late delivery of materials; or by neglect of the Owner; the time for completion of the work shall be extended for the same period as the delay occasioned by any of the aforementioned causes.
12. In the event the work is delayed due to neglect of the Contractor, the Contractor agrees to pay the owner the sum of \$100.00 per day as liquidated damages until such time as the work is completed.
13. This contract contains the entire agreement of the parties, and there are no other promises or conditions in any other agreement whether oral or written concerning the subject matter of this contract. This contract supersedes any prior written or oral agreements between the parties.
14. Contractor agrees to indemnify, defend, and hold harmless the Owner, 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 agent, employees, or representatives under this agreement.
15. The Owner shall have the right to inspect all work performed under this contract. All work that needs to be inspected or tested and certified by an engineer as a condition of

any government departments or other state agency, or inspected and certified by the local health officer, shall be done at each necessary stage of the project and before further work can continue. All inspection and certification (if required) will be done at the Owner's expense.

16. Neither the Owner nor Contractor shall have the right to assign any rights or interest occurring under this agreement without the written consent of the other, nor shall the Contractor assign any sums due, or to become due, to him under the provisions of this agreement.

17. This agreement shall be interpreted under the laws of the State of Idaho.

18. Attorney's fees and court costs shall be paid by the defendant in the event that judgment must be, and is, obtained to enforce this agreement or any breach thereof.

**OWNER:**

Twin Falls School District

By: \_\_\_\_\_

Ryan Bowman

Title: Director of Operations & Technology Education

**CONTRACTOR:**

Rock Creek Refrigeration

Contractor's License #: 011248

Public Works License # 011958-C-4

By: \_\_\_\_\_

Title: Owner

TWIN FALLS PUBLIC SCHOOLS  
**SCHOOL DISTRICT NO. 411**  
201 MAIN AVE. WEST  
TWIN FALLS, IDAHO 83301-6197  
(208) 733-6900 FAX (208) 733-8474

**SERVICES CONTRACT**

This contract is hereby made and entered into this 30th day of March,  
20 20, by and between Twin Falls School District, hereafter  
called Owner, and Rock Creek Refrigeration, hereafter called  
Contractor.

The said parties, for the considerations hereinafter mentioned, hereby agree to the following:

1. The Contractor agrees to provide all of the material and labor required to perform the following  
work: Additional cost for dust collection system for east wood shop  
(as per estimate)  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Location that work is to be performed  
at: CRHS Residential Construction Program, 621 Washington St. S., Suite 300
2. The Owner hereby agrees to pay the Contractor, for the aforesaid materials and labor, the sum of \$9,135.68. Once the work is completed, inspected and we receive the invoice from the Contractor; then we will put it in our next regular accounts payable cycle for board approval, which is the second Monday of each month.
3. The Contractor agrees that the entire above-described work shall be completed no later than the 30th day of April, 2020.
4. The Contractor agrees to provide and pay for all materials, tools and equipment required for the prosecution and timely completion of the work. Unless otherwise specified, all materials shall be new and of good quality.
5. In the prosecution of the work, the Contractor shall employ a sufficient number of workers skilled in the trade to suitably perform the work.
6. All changes and deviations in the work ordered by the Owner must be in writing, the contract sum being increased or decreased accordingly by the Contractor. Any claims for

increases in the cost of the work must be presented by the Contractor to the Owner in writing, and written approval of the Owner shall be obtained by the Contractor before proceeding with the ordered change or revision.


7. The Owner, Owner's representative and public authorities shall at all times have access to the work.
8. The Contractor agrees to re-execute any work which does not conform to the drawings (if required) and specifications, warrants the work performed, and agrees to remedy any defects resulting, from faulty materials or workmanship which shall become evident during a period of one year after completion of the work.
9. The Contractor agrees to furnish a valid certificate of insurance for Worker's Compensation and a valid certificate of liability listing the Twin Falls School District as the additional insured for \$1M to the Owner prior to work being started on the project.
10. Contractor must obtain all necessary permits and licenses required by the local municipal/county government to do the work.
11. In the event the Contractor is delayed in the prosecution of the work by acts of God, fire, flood or any other unavoidable casualties; or by labor strikes, late delivery of materials; or by neglect of the Owner; the time for completion of the work shall be extended for the same period as the delay occasioned by any of the aforementioned causes.
12. In the event the work is delayed due to neglect of the Contractor, the Contractor agrees to pay the owner the sum of \$100.00 per day as liquidated damages until such time as the work is completed.
13. This contract contains the entire agreement of the parties, and there are no other promises or conditions in any other agreement whether oral or written concerning the subject matter of this contract. This contract supersedes any prior written or oral agreements between the parties.
14. Contractor agrees to indemnify, defend, and hold harmless the Owner, 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 agent, employees, or representatives under this agreement.
15. The Owner shall have the right to inspect all work performed under this contract. All work that needs to be inspected or tested and certified by an engineer as a condition of

any government departments or other state agency, or inspected and certified by the local health officer, shall be done at each necessary stage of the project and before further work can continue. All inspection and certification (if required) will be done at the Owner's expense.

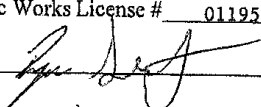
16. Neither the Owner nor Contractor shall have the right to assign any rights or interest occurring under this agreement without the written consent of the other, nor shall the Contractor assign any sums due, or to become due, to him under the provisions of this agreement.
17. This agreement shall be interpreted under the laws of the State of Idaho.
18. Attorney's fees and court costs shall be paid by the defendant in the event that judgment must be, and is, obtained to enforce this agreement or any breach thereof.

**OWNER:**

Twin Falls School District

By:   
Ryan Bowman  
Title: Director of Operations & Technology Education

**CONTRACTOR:**

Rock Creek Refrigeration  
Contractor's License #: 011248  
Public Works License # 011958-C-4  
By:   
Title: Owner



TWIN FALLS PUBLIC SCHOOLS  
SCHOOL DISTRICT NO. 411  
201 MAIN AVE. WEST  
TWIN FALLS, IDAHO 83301-6197  
(208) 733-6900 FAX (208) 733-8474

SERVICES CONTRACT

This contract is hereby made and entered into this 29th day of April,  
2020 by and between Twin Falls School District, hereafter  
called Owner, and Rock Creek Refrigeration, hereafter called  
Contractor.

The said parties, for the considerations hereinafter mentioned, hereby agree to the following:

1. The Contractor agrees to provide all of the material and labor required to perform the following  
work: Extend duct work from fresh air unit to paper room (as per estimate)  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Location that work is to be performed  
at: CRHS Residential Construction Program, 621 Washington St. S., Suite 300
2. The Owner hereby agrees to pay the Contractor, for the aforesaid materials and labor, the  
sum of \$4,925.00. Once the work is completed, inspected and we receive the  
invoice from the Contractor; then we will put it in our next regular accounts payable  
cycle for board approval, which is the second Monday of each month.
3. The Contractor agrees that the entire above-described work shall be completed no later  
than the 29th day of May, 2020.
4. The Contractor agrees to provide and pay for all materials, tools and equipment required  
for the prosecution and timely completion of the work. Unless otherwise specified, all  
materials shall be new and of good quality.
5. In the prosecution of the work, the Contractor shall employ a sufficient number of  
workers skilled in the trade to suitably perform the work.
6. All changes and deviations in the work ordered by the Owner must be in writing, the  
contract sum being increased or decreased accordingly by the Contractor. Any claims for

increases in the cost of the work must be presented by the Contractor to the Owner in writing, and written approval of the Owner shall be obtained by the Contractor before proceeding with the ordered change or revision.


7. The Owner, Owner's representative and public authorities shall at all times have access to the work.
8. The Contractor agrees to re-execute any work which does not conform to the drawings (if required) and specifications, warrants the work performed, and agrees to remedy any defects resulting, from faulty materials or workmanship which shall become evident during a period of one year after completion of the work.
9. The Contractor agrees to furnish a valid certificate of insurance for Worker's Compensation and a valid certificate of liability listing the Twin Falls School District as the additional insured for \$1M to the Owner prior to work being started on the project.
10. Contractor must obtain all necessary permits and licenses required by the local municipal/county government to do the work.
11. In the event the Contractor is delayed in the prosecution of the work by acts of God, fire, flood or any other unavoidable casualties; or by labor strikes, late delivery of materials; or by neglect of the Owner; the time for completion of the work shall be extended for the same period as the delay occasioned by any of the aforementioned causes.
12. In the event the work is delayed due to neglect of the Contractor, the Contractor agrees to pay the owner the sum of \$100.00 per day as liquidated damages until such time as the work is completed.
13. This contract contains the entire agreement of the parties, and there are no other promises or conditions in any other agreement whether oral or written concerning the subject matter of this contract. This contract supersedes any prior written or oral agreements between the parties.
14. Contractor agrees to indemnify, defend, and hold harmless the Owner, 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 agent, employees, or representatives under this agreement.
15. The Owner shall have the right to inspect all work performed under this contract. All work that needs to be inspected or tested and certified by an engineer as a condition of

any government departments or other state agency, or inspected and certified by the local health officer, shall be done at each necessary stage of the project and before further work can continue. All inspection and certification (if required) will be done at the Owner's expense.

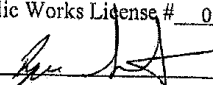
16. Neither the Owner nor Contractor shall have the right to assign any rights or interest occurring under this agreement without the written consent of the other, nor shall the Contractor assign any sums due, or to become due, to him under the provisions of this agreement.
17. This agreement shall be interpreted under the laws of the State of Idaho.
18. Attorney's fees and court costs shall be paid by the defendant in the event that judgment must be, and is, obtained to enforce this agreement or any breach thereof.

**OWNER:**

Twin Falls School District

By:   
Ryan Bowman  
Title: Director of Operations & Technology Education

**CONTRACTOR:**

Rock Creek Refrigeration  
Contractor's License #: 011248  
Public Works License # 011958-C-4  
By:   
Title: Owner

## Simons Electric, LLC

TWIN FALLS PUBLIC SCHOOLS  
SCHOOL DISTRICT NO. 411  
201 MAIN AVE. WEST  
TWIN FALLS, IDAHO 83301-6197  
(208) 733-6900 FAX (208) 733-8474

### SERVICES CONTRACT

This contract is hereby made and entered into this 30th day of March,  
20 20, by and between Twin Falls School District, hereafter  
called Owner, and Simons Electric, LLC, hereafter called  
Contractor.

The said parties, for the considerations hereinafter mentioned, hereby agree to the following:

1. The Contractor agrees to provide all of the material and labor required to perform the following  
work: Installation of conduit from gutter below stadium booth to booth  
conduit and box installation for future camera cabling on booth roof  
2 men labor for fiber installation from data closet to stadium booth  
mule tape for fiber pull & mule tape install for future cable pulling  
(as per quote)  
Location that work is to be performed  
at: Canyon Ridge High School, 300 N. College Rd. W.
2. The Owner hereby agrees to pay the Contractor, for the aforesaid materials and labor, the  
sum of 3,006.00. Once the work is completed, inspected and we receive the  
invoice from the Contractor; then we will put it in our next regular accounts payable  
cycle for board approval, which is the second Monday of each month.
3. The Contractor agrees that the entire above-described work shall be completed no later  
than the 17th day of April, 2020.
4. The Contractor agrees to provide and pay for all materials, tools and equipment required  
for the prosecution and timely completion of the work. Unless otherwise specified, all  
materials shall be new and of good quality.
5. In the prosecution of the work, the Contractor shall employ a sufficient number of  
workers skilled in the trade to suitably perform the work.
6. All changes and deviations in the work ordered by the Owner must be in writing, the  
contract sum being increased or decreased accordingly by the Contractor. Any claims for

increases in the cost of the work must be presented by the Contractor to the Owner in writing, and written approval of the Owner shall be obtained by the Contractor before proceeding with the ordered change or revision.

7. The Owner, Owner's representative and public authorities shall at all times have access to the work.
8. The Contractor agrees to re-execute any work which does not conform to the drawings (if required) and specifications, warrants the work performed, and agrees to remedy any defects resulting, from faulty materials or workmanship which shall become evident during a period of one year after completion of the work.
9. The Contractor agrees to furnish a valid certificate of insurance for Worker's Compensation and a valid certificate of liability listing the Twin Falls School District as the additional insured for \$1M to the Owner prior to work being started on the project.
10. Contractor must obtain all necessary permits and licenses required by the local municipal/county government to do the work.
11. In the event the Contractor is delayed in the prosecution of the work by acts of God, fire, flood or any other unavoidable casualties; or by labor strikes, late delivery of materials; or by neglect of the Owner; the time for completion of the work shall be extended for the same period as the delay occasioned by any of the aforementioned causes.
12. In the event the work is delayed due to neglect of the Contractor, the Contractor agrees to pay the owner the sum of \$100.00 per day as liquidated damages until such time as the work is completed.
13. This contract contains the entire agreement of the parties, and there are no other promises or conditions in any other agreement whether oral or written concerning the subject matter of this contract. This contract supersedes any prior written or oral agreements between the parties.
14. Contractor agrees to indemnify, defend, and hold harmless the Owner, 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 agent, employees, or representatives under this agreement.
15. The Owner shall have the right to inspect all work performed under this contract. All work that needs to be inspected or tested and certified by an engineer as a condition of

any government departments or other state agency, or inspected and certified by the local health officer, shall be done at each necessary stage of the project and before further work can continue. All inspection and certification (if required) will be done at the Owner's expense.


16. Neither the Owner nor Contractor shall have the right to assign any rights or interest occurring under this agreement without the written consent of the other, nor shall the Contractor assign any sums due, or to become due, to him under the provisions of this agreement.

17. This agreement shall be interpreted under the laws of the State of Idaho.

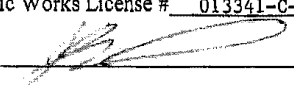
18. Attorney's fees and court costs shall be paid by the defendant in the event that judgment must be, and is, obtained to enforce this agreement or any breach thereof.

**OWNER:**

Twin Falls School District

By:   
Ryan Bowman  
Title: Director of Operations & Technology Education

**CONTRACTOR:**

Simons Electric, LLC  
Contractor's License #: ELE-C-31344  
Public Works License # 013341-C-4  
By:  Joshua Simons  
Title: Owner

## Shilo Automatic Sprinklers

**TWIN FALLS PUBLIC SCHOOLS  
SCHOOL DISTRICT NO. 411**

201 MAIN AVE. WEST  
TWIN FALLS, IDAHO 83301-6197  
(208) 733-6900 FAX (208) 733-8474

### SERVICES CONTRACT

This contract is hereby made and entered into this 13th day of April, 2020, by and between Twin Falls School District, Inc., hereafter called Owner, and Shilo Automatic Sprinklers, Inc., hereafter called Contractor.

The said parties, for the considerations hereinafter mentioned, hereby agree to the following:

1. The Contractor agrees to provide all of the material and labor required to perform the following work: Fire extinguishers that need hydro tested, 6-year. Recharged and new fire extinguishers for the schools (as per proposal)  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Location that work is to be performed at: All 17 schools (various locations)  
\_\_\_\_\_
2. The Owner hereby agrees to pay the Contractor, for the aforesaid materials and labor, the sum of \$4,795.00. Once the work is completed, inspected and we receive the invoice from the Contractor; then we will put it in our next regular accounts payable cycle for board approval, which is the second Monday of each month.
3. The Contractor agrees that the entire above-described work shall be completed no later than the 30 day of June, 2020.
4. The Contractor agrees to provide and pay for all materials, tools and equipment required for the prosecution and timely completion of the work. Unless otherwise specified, all materials shall be new and of good quality.
5. In the prosecution of the work, the Contractor shall employ a sufficient number of workers skilled in the trade to suitably perform the work.
6. All changes and deviations in the work ordered by the Owner must be in writing, the contract sum being increased or decreased accordingly by the Contractor. Any claims for

increases in the cost of the work must be presented by the Contractor to the Owner in writing, and written approval of the Owner shall be obtained by the Contractor before proceeding with the ordered change or revision.

7. The Owner, Owner's representative and public authorities shall at all times have access to the work.
8. The Contractor agrees to re-execute any work which does not conform to the drawings (if required) and specifications, warrants the work performed, and agrees to remedy any defects resulting, from faulty materials or workmanship which shall become evident during a period of one year after completion of the work.
9. The Contractor agrees to furnish a valid certificate of insurance for Worker's Compensation and a valid certificate of liability listing the Twin Falls School District as the additional insured for \$1M to the Owner prior to work being started on the project.
10. Contractor must obtain all necessary permits and licenses required by the local municipal/county government to do the work.
11. In the event the Contractor is delayed in the prosecution of the work by acts of God, fire, flood or any other unavoidable casualties; or by labor strikes, late delivery of materials; or by neglect of the Owner; the time for completion of the work shall be extended for the same period as the delay occasioned by any of the aforementioned causes.
12. In the event the work is delayed due to neglect of the Contractor, the Contractor agrees to pay the owner the sum of \$100.00 per day as liquidated damages until such time as the work is completed.
13. This contract contains the entire agreement of the parties, and there are no other promises or conditions in any other agreement whether oral or written concerning the subject matter of this contract. This contract supersedes any prior written or oral agreements between the parties.
14. Contractor agrees to indemnify, defend, and hold harmless the Owner, 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 agent, employees, or representatives under this agreement.
15. The Owner shall have the right to inspect all work performed under this contract. All work that needs to be inspected or tested and certified by an engineer as a condition of

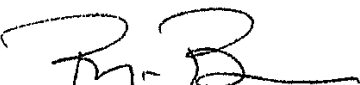


any government departments or other state agency, or inspected and certified by the local health officer, shall be done at each necessary stage of the project and before further work can continue. All inspection and certification (if required) will be done at the Owner's expense.


16. Neither the Owner nor Contractor shall have the right to assign any rights or interest occurring under this agreement without the written consent of the other, nor shall the Contractor assign any sums due, or to become due, to him under the provisions of this agreement.
17. This agreement shall be interpreted under the laws of the State of Idaho.
18. Attorney's fees and court costs shall be paid by the defendant in the event that judgment must be, and is, obtained to enforce this agreement or any breach thereof.

**OWNER:**

Twin Falls School District

By:   
Ryan Bowhan  
Title: Director of Operations & Technology Education

**CONTRACTOR:**

Shilo Automatic Sprinklers, Inc.  
Contractor's License #: RCE-4478  
Public Works License # PWC-C-11435-AA-4  
By:   
Title: MANAGER

TWIN FALLS PUBLIC SCHOOLS  
**SCHOOL DISTRICT NO. 411**  
201 MAIN AVE. WEST  
TWIN FALLS, IDAHO 83301-6197  
(208) 733-6900 FAX (208) 733-8474

**SERVICES CONTRACT**

This contract is hereby made and entered into this 13th day of April,  
20 20, by and between Twin Falls School District, hereafter  
called Owner, and Shilo Automatic Sprinklers, hereafter called  
Contractor.

The said parties, for the considerations hereinafter mentioned, hereby agree to the following:

1. The Contractor agrees to provide all of the material and labor required to perform the following  
work: Inspection of all fire sprinkler systems. Backflow devices related  
to the fire sprinkler systems. Proper inspection reports will be  
submitted to School District and Twin Falls Water Dept. All fire  
extinguisher annual inspection and kitchen hood inspections--all 17  
schools (as per proposal)  
Location that work is to be performed  
at: All 17 Schools---various locations
2. The Owner hereby agrees to pay the Contractor, for the aforesaid materials and labor, the  
sum of \$9,455.00. Once the work is completed, inspected and we receive the  
invoice from the Contractor; then we will put it in our next regular accounts payable  
cycle for board approval, which is the second Monday of each month.
3. The Contractor agrees that the entire above-described work shall be completed no later  
than the 30th day of June, 20 20.
4. The Contractor agrees to provide and pay for all materials, tools and equipment required  
for the prosecution and timely completion of the work. Unless otherwise specified, all  
materials shall be new and of good quality.
5. In the prosecution of the work, the Contractor shall employ a sufficient number of  
workers skilled in the trade to suitably perform the work.
6. All changes and deviations in the work ordered by the Owner must be in writing, the  
contract sum being increased or decreased accordingly by the Contractor. Any claims for

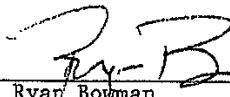
- increases in the cost of the work must be presented by the Contractor to the Owner in writing, and written approval of the Owner shall be obtained by the Contractor before proceeding with the ordered change or revision.
7. The Owner, Owner's representative and public authorities shall at all times have access to the work.
  8. The Contractor agrees to re-execute any work which does not conform to the drawings (if required) and specifications, warrants the work performed, and agrees to remedy any defects resulting, from faulty materials or workmanship which shall become evident during a period of one year after completion of the work.
  9. The Contractor agrees to furnish a valid certificate of insurance for Worker's Compensation and a valid certificate of liability listing the Twin Falls School District as the additional insured for \$1M to the Owner prior to work being started on the project.
  10. Contractor must obtain all necessary permits and licenses required by the local municipal/county government to do the work.
  11. In the event the Contractor is delayed in the prosecution of the work by acts of God, fire, flood or any other unavoidable casualties; or by labor strikes, late delivery of materials; or by neglect of the Owner; the time for completion of the work shall be extended for the same period as the delay occasioned by any of the aforementioned causes.
  12. In the event the work is delayed due to neglect of the Contractor, the Contractor agrees to pay the owner the sum of \$100.00 per day as liquidated damages until such time as the work is completed.
  13. This contract contains the entire agreement of the parties, and there are no other promises or conditions in any other agreement whether oral or written concerning the subject matter of this contract. This contract supersedes any prior written or oral agreements between the parties.
  14. Contractor agrees to indemnify, defend, and hold harmless the Owner, 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 agent, employees, or representatives under this agreement.
  15. The Owner shall have the right to inspect all work performed under this contract. All work that needs to be inspected or tested and certified by an engineer as a condition of

any government departments or other state agency, or inspected and certified by the local health officer, shall be done at each necessary stage of the project and before further work can continue. All inspection and certification (if required) will be done at the Owner's expense.

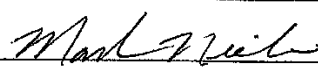
16. Neither the Owner nor Contractor shall have the right to assign any rights or interest occurring under this agreement without the written consent of the other, nor shall the Contractor assign any sums due, or to become due, to him under the provisions of this agreement.
17. This agreement shall be interpreted under the laws of the State of Idaho.
18. Attorney's fees and court costs shall be paid by the defendant in the event that judgment must be, and is, obtained to enforce this agreement or any breach thereof.

**OWNER:**

Twin Falls School District

By:   
Ryan Boyman  
Title: Director of Operations & Technology Education

**CONTRACTOR:**

Shilo Automatic Sprinklers, Inc.  
Contractor's License #: RCE-4478  
Public Works License # PWC-C-11435-AA-4  
By:   
Title: MANAGER

## Simons Electric

TWIN FALLS PUBLIC SCHOOLS  
**SCHOOL DISTRICT NO. 411**  
201 MAIN AVE. WEST  
TWIN FALLS, IDAHO 83301-6197  
(208) 733-6900 FAX (208) 733-8474

### SERVICES CONTRACT

This contract is hereby made and entered into this 30th day of March,  
20 20, by and between Twin Falls School District, hereafter  
called Owner, and Simons Electric, LLC, hereafter called  
Contractor.

The said parties, for the considerations hereinafter mentioned, hereby agree to the following:

1. The Contractor agrees to provide all of the material and labor required to perform the following  
work: Installation of conduit from gutter below stadium booth to booth  
conduit and box installation for future camera cabling on booth roof  
2 men labor for fiber installation from data closet to stadium booth  
mule tape for fiber pull & mule tape install for future cable pulling  
(as per quote)  
Location that work is to be performed  
at: Canyon Ridge High School, 300 N. College Rd. W.
2. The Owner hereby agrees to pay the Contractor, for the aforesaid materials and labor, the sum of 3,006.00. Once the work is completed, inspected and we receive the invoice from the Contractor; then we will put it in our next regular accounts payable cycle for board approval, which is the second Monday of each month.
3. The Contractor agrees that the entire above-described work shall be completed no later than the 17th day of April, 2020.
4. The Contractor agrees to provide and pay for all materials, tools and equipment required for the prosecution and timely completion of the work. Unless otherwise specified, all materials shall be new and of good quality.
5. In the prosecution of the work, the Contractor shall employ a sufficient number of workers skilled in the trade to suitably perform the work.
6. All changes and deviations in the work ordered by the Owner must be in writing, the contract sum being increased or decreased accordingly by the Contractor. Any claims for

increases in the cost of the work must be presented by the Contractor to the Owner in writing, and written approval of the Owner shall be obtained by the Contractor before proceeding with the ordered change or revision.

7. The Owner, Owner's representative and public authorities shall at all times have access to the work.
8. The Contractor agrees to re-execute any work which does not conform to the drawings (if required) and specifications, warrants the work performed, and agrees to remedy any defects resulting, from faulty materials or workmanship which shall become evident during a period of one year after completion of the work.
9. The Contractor agrees to furnish a valid certificate of insurance for Worker's Compensation and a valid certificate of liability listing the Twin Falls School District as the additional insured for \$1M to the Owner prior to work being started on the project.
10. Contractor must obtain all necessary permits and licenses required by the local municipal/county government to do the work.
11. In the event the Contractor is delayed in the prosecution of the work by acts of God, fire, flood or any other unavoidable casualties; or by labor strikes, late delivery of materials; or by neglect of the Owner; the time for completion of the work shall be extended for the same period as the delay occasioned by any of the aforementioned causes.
12. In the event the work is delayed due to neglect of the Contractor, the Contractor agrees to pay the owner the sum of \$100.00 per day as liquidated damages until such time as the work is completed.
13. This contract contains the entire agreement of the parties, and there are no other promises or conditions in any other agreement whether oral or written concerning the subject matter of this contract. This contract supersedes any prior written or oral agreements between the parties.
14. Contractor agrees to indemnify, defend, and hold harmless the Owner, 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 agent, employees, or representatives under this agreement.
15. The Owner shall have the right to inspect all work performed under this contract. All work that needs to be inspected or tested and certified by an engineer as a condition of

any government departments or other state agency, or inspected and certified by the local health officer, shall be done at each necessary stage of the project and before further work can continue. All inspection and certification (if required) will be done at the Owner's expense.

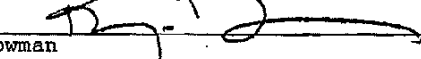
16. Neither the Owner nor Contractor shall have the right to assign any rights or interest occurring under this agreement without the written consent of the other, nor shall the Contractor assign any sums due, or to become due, to him under the provisions of this agreement.

17. This agreement shall be interpreted under the laws of the State of Idaho.

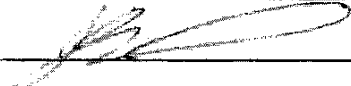
18. Attorney's fees and court costs shall be paid by the defendant in the event that judgment must be, and is, obtained to enforce this agreement or any breach thereof.

**OWNER:**

Twin Falls School District

By:   
Ryan Bowman  
Title: Director of Operations & Technology Education

**CONTRACTOR:**

Simons Electric, LLC  
Contractor's License #: ELE-C-31344  
Public Works License # 013341-C-4  
By:  Joshua Simons  
Title: Owner

TWIN FALLS PUBLIC SCHOOLS  
SCHOOL DISTRICT NO. 411  
201 MAIN AVE. WEST  
TWIN FALLS, IDAHO 83301-6197  
(208) 733-6900 FAX (208) 733-8474

SERVICES CONTRACT

This contract is hereby made and entered into this 18th day of May,  
2020 by and between Twin Falls School District, hereafter  
called Owner, and Simons Electric, LLC, hereafter called  
Contractor.

The said parties, for the considerations hereinafter mentioned, hereby agree to the following:

1. The Contractor agrees to provide all of the material and labor required to perform the following  
work: 1400 ft. of fiber cable install & demo of old fiber cable  
as needed (as per estimate)  
\_\_\_\_\_  
\_\_\_\_\_  
Location that work is to be performed  
at: Robert Stuart Middle School, 644 Caswell Ave. W.  
\_\_\_\_\_
2. The Owner hereby agrees to pay the Contractor, for the aforesaid materials and labor, the sum of \$2,100.00. Once the work is completed, inspected and we receive the invoice from the Contractor; then we will put it in our next regular accounts payable cycle for board approval, which is the second Monday of each month.
3. The Contractor agrees that the entire above-described work shall be completed no later than the 15th day of June, 2020.
4. The Contractor agrees to provide and pay for all materials, tools and equipment required for the prosecution and timely completion of the work. Unless otherwise specified, all materials shall be new and of good quality.
5. In the prosecution of the work, the Contractor shall employ a sufficient number of workers skilled in the trade to suitably perform the work.
6. All changes and deviations in the work ordered by the Owner must be in writing, the contract sum being increased or decreased accordingly by the Contractor. Any claims for



increases in the cost of the work must be presented by the Contractor to the Owner in writing, and written approval of the Owner shall be obtained by the Contractor before proceeding with the ordered change or revision.

7. The Owner, Owner's representative and public authorities shall at all times have access to the work.
8. The Contractor agrees to re-execute any work which does not conform to the drawings (if required) and specifications, warrants the work performed, and agrees to remedy any defects resulting, from faulty materials or workmanship which shall become evident during a period of one year after completion of the work.
9. The Contractor agrees to furnish a valid certificate of insurance for Worker's Compensation and a valid certificate of liability listing the Twin Falls School District as the additional insured for \$1M to the Owner prior to work being started on the project.
10. Contractor must obtain all necessary permits and licenses required by the local municipal/county government to do the work.
11. In the event the Contractor is delayed in the prosecution of the work by acts of God, fire, flood or any other unavoidable casualties; or by labor strikes, late delivery of materials; or by neglect of the Owner; the time for completion of the work shall be extended for the same period as the delay occasioned by any of the aforementioned causes.
12. In the event the work is delayed due to neglect of the Contractor, the Contractor agrees to pay the owner the sum of \$100.00 per day as liquidated damages until such time as the work is completed.
13. This contract contains the entire agreement of the parties, and there are no other promises or conditions in any other agreement whether oral or written concerning the subject matter of this contract. This contract supersedes any prior written or oral agreements between the parties.
14. Contractor agrees to indemnify, defend, and hold harmless the Owner, 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 agent, employees, or representatives under this agreement.
15. The Owner shall have the right to inspect all work performed under this contract. All work that needs to be inspected or tested and certified by an engineer as a condition of

any government departments or other state agency, or inspected and certified by the local health officer, shall be done at each necessary stage of the project and before further work can continue. All inspection and certification (if required) will be done at the Owner's expense.


16. Neither the Owner nor Contractor shall have the right to assign any rights or interest occurring under this agreement without the written consent of the other, nor shall the Contractor assign any sums due, or to become due, to him under the provisions of this agreement.

17. This agreement shall be interpreted under the laws of the State of Idaho.

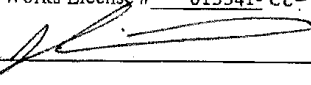
18. Attorney's fees and court costs shall be paid by the defendant in the event that judgment must be, and is, obtained to enforce this agreement or any breach thereof.

**OWNER:**

Twin Falls School District

By:   
Ryan Bowman  
Title: Director of Operations & Technology Education

**CONTRACTOR:**

Simons Electric LLC  
Contractor's License #: ELE-C-31344  
Public Works License # 013341-CC-4  
By:  Joshua Simons  
Title: Owner

## Superior Door Company of Idaho

TWIN FALLS PUBLIC SCHOOLS  
**SCHOOL DISTRICT NO. 411**  
201 MAIN AVE. WEST  
TWIN FALLS, IDAHO 83301-6197  
(208) 733-6900 FAX (208) 733-8474

### SERVICES CONTRACT

This contract is hereby made and entered into this 10th day of April, 2020, by and between Twin Falls School District, hereafter called Owner, and Superior Door Company of Idaho, hereafter called Contractor.

The said parties, for the considerations hereinafter mentioned, hereby agree to the following:

1. The Contractor agrees to provide all of the material and labor required to perform the following work: Furnish & install 16' x 12' TS-125 insulated, flush commercial overhead door w/36" highlift track and torsion springs, w/chain hoist (as per estimate)

Location that work is to be performed

at: CRHS Residential Construction Program, 621 Washington St. S., Suite 300

2. The Owner hereby agrees to pay the Contractor, for the aforesaid materials and labor, the sum of \$2,211.00. Once the work is completed, inspected and we receive the invoice from the Contractor; then we will put it in our next regular accounts payable cycle for board approval, which is the second Monday of each month.
3. The Contractor agrees that the entire above-described work shall be completed no later than the 30th day of April, 2020.
4. The Contractor agrees to provide and pay for all materials, tools and equipment required for the prosecution and timely completion of the work. Unless otherwise specified, all materials shall be new and of good quality.
5. In the prosecution of the work, the Contractor shall employ a sufficient number of workers skilled in the trade to suitably perform the work.
6. All changes and deviations in the work ordered by the Owner must be in writing, the contract sum being increased or decreased accordingly by the Contractor. Any claims for

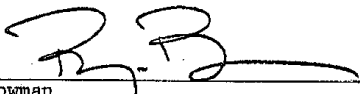
increases in the cost of the work must be presented by the Contractor to the Owner in writing, and written approval of the Owner shall be obtained by the Contractor before proceeding with the ordered change or revision.

7. The Owner, Owner's representative and public authorities shall at all times have access to the work.
8. The Contractor agrees to re-execute any work which does not conform to the drawings (if required) and specifications, warrants the work performed, and agrees to remedy any defects resulting, from faulty materials or workmanship which shall become evident during a period of one year after completion of the work.
9. The Contractor agrees to furnish a valid certificate of insurance for Worker's Compensation and a valid certificate of liability listing the Twin Falls School District as the additional insured for \$1M to the Owner prior to work being started on the project.
10. Contractor must obtain all necessary permits and licenses required by the local municipal/county government to do the work.
11. In the event the Contractor is delayed in the prosecution of the work by acts of God, fire, flood or any other unavoidable casualties; or by labor strikes, late delivery of materials; or by neglect of the Owner; the time for completion of the work shall be extended for the same period as the delay occasioned by any of the aforementioned causes.
12. In the event the work is delayed due to neglect of the Contractor, the Contractor agrees to pay the owner the sum of \$100.00 per day as liquidated damages until such time as the work is completed.
13. This contract contains the entire agreement of the parties, and there are no other promises or conditions in any other agreement whether oral or written concerning the subject matter of this contract. This contract supersedes any prior written or oral agreements between the parties.
14. Contractor agrees to indemnify, defend, and hold harmless the Owner, 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 agent, employees, or representatives under this agreement.
15. The Owner shall have the right to inspect all work performed under this contract. All work that needs to be inspected or tested and certified by an engineer as a condition of


any government departments or other state agency, or inspected and certified by the local health officer, shall be done at each necessary stage of the project and before further work can continue. All inspection and certification (if required) will be done at the Owner's expense.

16. Neither the Owner nor Contractor shall have the right to assign any rights or interest occurring under this agreement without the written consent of the other, nor shall the Contractor assign any sums due, or to become due, to him under the provisions of this agreement.
17. This agreement shall be interpreted under the laws of the State of Idaho.
18. Attorney's fees and court costs shall be paid by the defendant in the event that judgment must be, and is, obtained to enforce this agreement or any breach thereof.

**OWNER:**  
Twin Falls School District

By:   
Ryan Bowman  
Title: Director of Operations & Technology Education

**CONTRACTOR:**

Superior Door Company of Idaho  
Contractor's License #: RCE-628  
Public Works License # PWG-C-11903-D-4  
By:   
Title: Owner

## Todd Whitaker Opening Day Speaker

### SCOPE OF WORK

This agreement entered on February 1, 2020 is between Twin Falls School District (contractee) and Todd Whitaker (Independent Contractor).

### Services and Fees for Independent Contractor

Date(s) of Service: Aug. 12, 2020

Location: Twin Falls School District, Roper Auditorium 1615 Filer Ave. E. Twin Falls, ID 83301

Time: 8:30 a.m. – 12:00 p.m.

Type of Service: Opening Day Keynote

Approximate Number of Participants: 1,000

Scope of Work: Todd Whitaker will provide a keynote presentation to motivate and inspire district members on the topic of What Great Teachers Do Differently. The presentation will include a PowerPoint (or equivalent visual tools) and will last approximately 90 minutes.

In consideration of the services described above, the Twin Falls School District agrees to pay contractor a fee of \$10,900 and cover travel expenses related to travel, meals, etc. The Twin Falls School District agrees to pay the full amount due to the contractor within 30 days after receiving invoice and travel receipts.

If the engagement(s) are canceled due to an Act of God or dangerous situation, both parties agree to reschedule the event with the same terms state in the initial contract. In the event of an emergency or unforeseen situation that causes the contractee to cancel the scheduled speaking engagement(s), contractee may reschedule the speaking engagement(s). In the event that the speaking engagement must be canceled or rescheduled the contractee agrees to covering travel expense already incurred by the contractor.

AV Requirements: Handheld (preferred) or lav mic will be provided by the School District. Sound technicians will be on hand prior to the event to do a sound check and assist with PowerPoint projection. The contractor will provide a device and connection cables for any necessary presentations.

Payment: The contractee agrees to pay a 50% down payment no later than three months in advance of the scheduled speaking engagement, which will be refunded in the event that engagement must be cancelled. The remaining 50% will be paid to the contractor after the speaking engagement upon receipt of an invoice from the contractor.

### ACCEPTED BY:

Contractee – Twin Falls School District

Name: Eva Craner

Signature: [Signature]

Title: Director of Public Relations

Date: 2/7/2020

Contractor

Name: Todd Whitaker

Signature: [Signature]

Title: \_\_\_\_\_

Date: 2/3/20

The Track Doctor, Inc.

TWIN FALLS PUBLIC SCHOOLS  
SCHOOL DISTRICT NO. 411  
201 MAIN AVE. WEST  
TWIN FALLS, IDAHO 83301-6197  
(208) 733-6900 FAX (208) 733-8474

SERVICES CONTRACT

This contract is hereby made and entered into this 4th day of March,  
20 20, by and between Twin Falls School District, hereafter  
called Owner, and The Track Doctor Inc., hereafter called  
Contractor.

The said parties, for the considerations hereinafter mentioned, hereby agree to the following:

1. The Contractor agrees to provide all of the material and labor required to perform the following  
work: Repair of running track to include 7 square feet of patching,  
215 linear feet of crack repair (as per estimate)  
  
  
Location that work is to be performed  
at: Twin Falls High School, 1615 Filer Ave. E.
2. The Owner hereby agrees to pay the Contractor, for the aforesaid materials and labor, the sum of \$2,800.00. Once the work is completed, inspected and we receive the invoice from the Contractor; then we will put it in our next regular accounts payable cycle for board approval, which is the second Monday of each month.
3. The Contractor agrees that the entire above-described work shall be completed no later than the 31st day of March, 20 20.
4. The Contractor agrees to provide and pay for all materials, tools and equipment required for the prosecution and timely completion of the work. Unless otherwise specified, all materials shall be new and of good quality.
5. In the prosecution of the work, the Contractor shall employ a sufficient number of workers skilled in the trade to suitably perform the work.
6. All changes and deviations in the work ordered by the Owner must be in writing, the contract sum being increased or decreased accordingly by the Contractor. Any claims for

increases in the cost of the work must be presented by the Contractor to the Owner in writing, and written approval of the Owner shall be obtained by the Contractor before proceeding with the ordered change or revision.

7. The Owner, Owner's representative and public authorities shall at all times have access to the work.
8. The Contractor agrees to re-execute any work which does not conform to the drawings (if required) and specifications, warrants the work performed, and agrees to remedy any defects resulting, from faulty materials or workmanship which shall become evident during a period of one year after completion of the work.
9. The Contractor agrees to furnish a valid certificate of insurance for Worker's Compensation and a valid certificate of liability listing the Twin Falls School District as the additional insured for \$1M to the Owner prior to work being started on the project.
10. Contractor must obtain all necessary permits and licenses required by the local municipal/county government to do the work.
11. In the event the Contractor is delayed in the prosecution of the work by acts of God, fire, flood or any other unavoidable casualties; or by labor strikes, late delivery of materials; or by neglect of the Owner; the time for completion of the work shall be extended for the same period as the delay occasioned by any of the aforementioned causes.
12. In the event the work is delayed due to neglect of the Contractor, the Contractor agrees to pay the owner the sum of \$100.00 per day as liquidated damages until such time as the work is completed.
13. This contract contains the entire agreement of the parties, and there are no other promises or conditions in any other agreement whether oral or written concerning the subject matter of this contract. This contract supersedes any prior written or oral agreements between the parties.
14. Contractor agrees to indemnify, defend, and hold harmless the Owner, 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 agent, employees, or representatives under this agreement.
15. The Owner shall have the right to inspect all work performed under this contract. All work that needs to be inspected or tested and certified by an engineer as a condition of



any government departments or other state agency, or inspected and certified by the local health officer, shall be done at each necessary stage of the project and before further work can continue. All inspection and certification (if required) will be done at the Owner's expense.

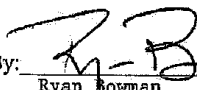
16. Neither the Owner nor Contractor shall have the right to assign any rights or interest occurring under this agreement without the written consent of the other, nor shall the Contractor assign any sums due, or to become due, to him under the provisions of this agreement.

17. This agreement shall be interpreted under the laws of the State of Idaho.

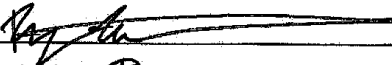
18. Attorney's fees and court costs shall be paid by the defendant in the event that judgment must be, and is, obtained to enforce this agreement or any breach thereof.

**OWNER:**

Twin Falls School District

By:   
Ryan Bowman  
Title: Director of Operations & Technology Education

**CONTRACTOR:**

Track Doctor Inc.  
Contractor's License #: RCE-33166  
Public Works License # 008855-C-4  
By:   
Title: SALES PRESIDENT

Todd Whitaker Opening Day Speaker

### SCOPE OF WORK

This agreement entered on February 1, 2020 is between Twin Falls School District (contractee) and Todd Whitaker (Independent Contractor).

#### Services and Fees for Independent Contractor

Date(s) of Service: Aug. 12, 2020

Location: Twin Falls School District, Roper Auditorium 1615 Filer Ave. E. Twin Falls, ID 83301

Time: 8:30 a.m. – 12:00 p.m.

Type of Service: Opening Day Keynote

Approximate Number of Participants: 1,000

Scope of Work: Todd Whitaker will provide a keynote presentation to motivate and inspire district members on the topic of What Great Teachers Do Differently. The presentation will include a PowerPoint (or equivalent visual tools) and will last approximately 90 minutes.

In consideration of the services described above, the Twin Falls School District agrees to pay contractor a fee of \$10,900 and cover travel expenses related to travel, meals, etc. The Twin Falls School District agrees to pay the full amount due to the contractor within 30 days after receiving invoice and travel receipts.

If the engagement(s) are canceled due to an Act of God or dangerous situation, both parties agree to reschedule the event with the same terms state in the initial contract. In the event of an emergency or unforeseen situation that causes the contractee to cancel the scheduled speaking engagement(s), contractee may reschedule the speaking engagement(s). In the event that the speaking engagement must be canceled or rescheduled the contractee agrees to covering travel expensive already incurred by the contractor.

AV Requirements: Handheld (preferred) or lav mic will be provided by the School District. Sound technicians will be on hand prior to the event to do a sound check and assist with PowerPoint projection. The contractor will provide a device and connection cables for any necessary presentations.

Payment: The contractee agrees to pay a 50% down payment no later than three months in advance of the scheduled speaking engagement, which will be refunded in the event that engagement must be cancelled. The remaining 50% will be paid to the contractor after the speaking engagement upon receipt of an invoice from the contractor.

#### ACCEPTED BY:

Contractee – Twin Falls School District

Name: Eva Craner

Signature: [Signature]

Title: Director of Public Relations

Date: 2/7/2020

Contractor

Name: Todd Whitaker

Signature: [Signature]

Title: \_\_\_\_\_

Date: 2/3/20

## Twin Falls Glass

TWIN FALLS PUBLIC SCHOOLS  
**SCHOOL DISTRICT NO. 411**  
201 MAIN AVE. WEST  
TWIN FALLS, IDAHO 83301-6197  
(208) 733-6900 FAX (208) 733-8474

### SERVICES CONTRACT

This contract is hereby made and entered into this 11th day of May,  
2020, by and between Twin Falls School District, hereafter  
called Owner, and Twin Falls Glass, hereafter called  
Contractor.

The said parties, for the considerations hereinafter mentioned, hereby agree to the following:

1. The Contractor agrees to provide all of the material and labor required to perform the following  
work: Furnish & install plexiglass (as per estimate)  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Location that work is to be performed  
at: Twin Falls School District, Administration Bldg., 201 Main Ave. W.
2. The Owner hereby agrees to pay the Contractor, for the aforesaid materials and labor, the  
sum of \$1,245.00. Once the work is completed, inspected and we receive the  
invoice from the Contractor; then we will put it in our next regular accounts payable  
cycle for board approval, which is the second Monday of each month.
3. The Contractor agrees that the entire above-described work shall be completed no later  
than the 19th day of May, 2020.  
1st NS
4. The Contractor agrees to provide and pay for all materials, tools and equipment required  
for the prosecution and timely completion of the work. Unless otherwise specified, all  
materials shall be new and of good quality.
5. In the prosecution of the work, the Contractor shall employ a sufficient number of  
workers skilled in the trade to suitably perform the work.
6. All changes and deviations in the work ordered by the Owner must be in writing, the  
contract sum being increased or decreased accordingly by the Contractor. Any claims for

increases in the cost of the work must be presented by the Contractor to the Owner in writing, and written approval of the Owner shall be obtained by the Contractor before proceeding with the ordered change or revision.

7. The Owner, Owner's representative and public authorities shall at all times have access to the work.
8. The Contractor agrees to re-execute any work which does not conform to the drawings (if required) and specifications, warrants the work performed, and agrees to remedy any defects resulting, from faulty materials or workmanship which shall become evident during a period of one year after completion of the work.
9. The Contractor agrees to furnish a valid certificate of insurance for Worker's Compensation and a valid certificate of liability listing the Twin Falls School District as the additional insured for \$1M to the Owner prior to work being started on the project.
10. Contractor must obtain all necessary permits and licenses required by the local municipal/county government to do the work.
11. In the event the Contractor is delayed in the prosecution of the work by acts of God, fire, flood or any other unavoidable casualties; or by labor strikes, late delivery of materials; or by neglect of the Owner; the time for completion of the work shall be extended for the same period as the delay occasioned by any of the aforementioned causes.
12. In the event the work is delayed due to neglect of the Contractor, the Contractor agrees to pay the owner the sum of \$100.00 per day as liquidated damages until such time as the work is completed.
13. This contract contains the entire agreement of the parties, and there are no other promises or conditions in any other agreement whether oral or written concerning the subject matter of this contract. This contract supersedes any prior written or oral agreements between the parties.
14. Contractor agrees to indemnify, defend, and hold harmless the Owner, 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 agent, employees, or representatives under this agreement.
15. The Owner shall have the right to inspect all work performed under this contract. All work that needs to be inspected or tested and certified by an engineer as a condition of

any government departments or other state agency, or inspected and certified by the local health officer, shall be done at each necessary stage of the project and before further work can continue. All inspection and certification (if required) will be done at the Owner's expense.

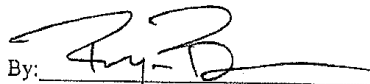
16. Neither the Owner nor Contractor shall have the right to assign any rights or interest occurring under this agreement without the written consent of the other, nor shall the Contractor assign any sums due, or to become due, to him under the provisions of this agreement.

17. This agreement shall be interpreted under the laws of the State of Idaho.

18. Attorney's fees and court costs shall be paid by the defendant in the event that judgment must be, and is, obtained to enforce this agreement or any breach thereof.

**OWNER:**

Twin Falls School District

By:   
Ryan Bowman

Title: Director of Operations & Technology Education

**CONTRACTOR:**

Twin Falls Glass

Contractor's License #: RCE-23838

Public Works License # 012457-C-4

By: NATE STEEN

Title: OWNER

TWIN FALLS PUBLIC SCHOOLS  
SCHOOL DISTRICT NO. 411  
201 MAIN AVE. WEST  
TWIN FALLS, IDAHO 83301-6197  
(208) 733-6900 FAX (208) 733-8474

SERVICES CONTRACT

This contract is hereby made and entered into this 15th day of May,  
2020, by and between Twin Falls School District, hereafter  
called Owner, and Twin Falls Glass, hereafter called  
Contractor.

The said parties, for the considerations hereinafter mentioned, hereby agree to the following:

1. The Contractor agrees to provide all of the material and labor required to perform the following  
work: Furnish & install metal steel doors for modulars (as per estimate)  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Location that work is to be performed  
at: Bickel Elementary School, 607 2nd Ave. E.
2. The Owner hereby agrees to pay the Contractor, for the aforesaid materials and labor, the sum of \$5,230.00. Once the work is completed, inspected and we receive the invoice from the Contractor; then we will put it in our next regular accounts payable cycle for board approval, which is the second Monday of each month.
3. The Contractor agrees that the entire above-described work shall be completed no later than the 30th day of June, 2020.
4. The Contractor agrees to provide and pay for all materials, tools and equipment required for the prosecution and timely completion of the work. Unless otherwise specified, all materials shall be new and of good quality.
5. In the prosecution of the work, the Contractor shall employ a sufficient number of workers skilled in the trade to suitably perform the work.
6. All changes and deviations in the work ordered by the Owner must be in writing, the contract sum being increased or decreased accordingly by the Contractor. Any claims for

increases in the cost of the work must be presented by the Contractor to the Owner in writing, and written approval of the Owner shall be obtained by the Contractor before proceeding with the ordered change or revision.

7. The Owner, Owner's representative and public authorities shall at all times have access to the work.
8. The Contractor agrees to re-execute any work which does not conform to the drawings (if required) and specifications, warrants the work performed, and agrees to remedy any defects resulting, from faulty materials or workmanship which shall become evident during a period of one year after completion of the work.
9. The Contractor agrees to furnish a valid certificate of insurance for Worker's Compensation and a valid certificate of liability listing the Twin Falls School District as the additional insured for \$1M to the Owner prior to work being started on the project.
10. Contractor must obtain all necessary permits and licenses required by the local municipal/county government to do the work.
11. In the event the Contractor is delayed in the prosecution of the work by acts of God, fire, flood or any other unavoidable casualties; or by labor strikes, late delivery of materials; or by neglect of the Owner; the time for completion of the work shall be extended for the same period as the delay occasioned by any of the aforementioned causes.
12. In the event the work is delayed due to neglect of the Contractor, the Contractor agrees to pay the owner the sum of \$100.00 per day as liquidated damages until such time as the work is completed.
13. This contract contains the entire agreement of the parties, and there are no other promises or conditions in any other agreement whether oral or written concerning the subject matter of this contract. This contract supersedes any prior written or oral agreements between the parties.
14. Contractor agrees to indemnify, defend, and hold harmless the Owner, 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 agent, employees, or representatives under this agreement.
15. The Owner shall have the right to inspect all work performed under this contract. All work that needs to be inspected or tested and certified by an engineer as a condition of

any government departments or other state agency, or inspected and certified by the local health officer, shall be done at each necessary stage of the project and before further work can continue. All inspection and certification (if required) will be done at the Owner's expense.

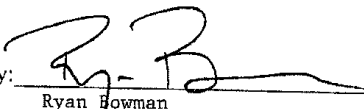
16. Neither the Owner nor Contractor shall have the right to assign any rights or interest occurring under this agreement without the written consent of the other, nor shall the Contractor assign any sums due, or to become due, to him under the provisions of this agreement.

17. This agreement shall be interpreted under the laws of the State of Idaho.

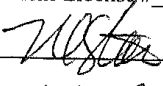
18. Attorney's fees and court costs shall be paid by the defendant in the event that judgment must be, and is, obtained to enforce this agreement or any breach thereof.

**OWNER:**

Twin Falls School District

By:   
Ryan Bowman  
Title: Director of Operations & Technology Education

**CONTRACTOR:**

Twin Falls Glass  
Contractor's License #: RCE-23838  
Public Works License # 012457-C-4  
By:   
Title: OWNER



## William Productions

WILLIAMS

## WILLIAMS PERFORMANCE AGREEMENT / INVOICE

This Contract ("Contract") made as of the 4<sup>th</sup> day of December, 2019 between WILLIAMS PRODUCTIONS, ("Producer") furnishing the services of WILLIAMS ("Artist") and Oregon Trail Elementary the Buyer hereinafter referred to as ("Purchaser") located at: 660 Park Ave, Twin Falls, Idaho 83301 for the purpose of engaging the performance services of the Artist as defined in this agreement.

PRODUCER and PURCHASER hereby agree to the following terms and conditions:

## ENGAGEMENT

Engagement Type	Beautiful U	Main Contact	Tyler Matlock
Number of Shows	1	Phone	(208)733-8480
Length of Show	45min/Meet and Greet	Mobile	

## PERFORMANCE SCHEDULE

Date	2/7/2020	# of Shows	1	Show Time(s)	9:00am	Contact	Tyler Matlock
Location	Oregon Trail Elementary, 660 Park Ave, Twin Falls, Idaho 83301	Est. Attendees	600	Phone			
Date		# of Shows		Show Time(s)		Contact	
Location		Est. Attendees		Phone			
Date		# of Shows		Show Time(s)		Contact	
Location		Est. Attendees		Phone			

## COMPENSATION

Performance Fee	\$1,000.00	Deposit 50%	\$500.00	(Due 7 business days from contract date)
		Travel Expenses	NA	(Due at Payment/Settlement/Event Date)
Total Fees	\$1,000.00	Final Payment	\$500.00	(Due at Payment/Settlement/Event Date)

## TRAVEL AND ACCOMMODATIONS

Purchaser will provide the following travel and accommodations as described below.

Type: NA

Lodging: NA

Food: NA

## ADDITIONAL TERMS

NA

Payable To: WILLIAMS PRODUCTIONS (EIN #83-4535747).

## Mailing Address:

WILLIAMS PRODUCTIONS

410 East Thompson Lane

Nashville, TN 37211.

**PAYMENT/SETTLEMENT:** Payment by the Purchaser to the Producer is payable to: WILLIAMS PRODUCTIONS on the day of the engagement and prior to the performance.

**RIDER:** Purchaser agrees to the terms and conditions of the attached Artist Contract Rider(s). \_\_\_\_\_ Initial

## AGREED AND ACCEPTED BY:

PURCHASER

Authorized Signature

Print Name and Title

PRODUCER

James Dutile, Artist Manager  
WILLIAMS PRODUCTIONS f/s/o WILLIAMS

# WILLIAMS

## 2019 CONTRACT RIDER

This Rider ("Rider") is attached to and made part of the contract ("Contract") between WILLIAMS PRODUCTIONS, ("Producer") furnishing the services of WILLIAMS ("Artist") and the purchaser of said services ("Purchaser") as defined on the face of the Contract in connection with Artist's Performance(s) at the venue(s) described therein (the "Venue" or "Engagement").

Producer and Purchaser hereby agree to the following additional terms and conditions, which are necessary in order to provide the best possible show for the Purchaser.

**MERCHANDISE:** The Artist shall have the sole and exclusive right, without obligation to any party, to sell Artist branded merchandise. Purchaser shall provide an adequate space for the Artist as determined by Artist's merchandise designee.

### LOAD IN AND SOUND CHECK

Purchaser will make available the venue(s) to the Producer and Artist at least 1 hour prior to performance time for equipment setup. In addition, the Artist will have the option to perform a complete private sound check before the doors open for performance.

### CREATIVE CONTROL

Producer shall have exclusive control over all creative elements of the Engagement including, without limitation, the creative elements of the following: sound, stage sets, curtains, backdrops, song selection, manner of performance, and any music, film or videotape played to patrons at any time during the Engagement in accordance with the length of performance as agreed to on the face of the contract.

### HOSPITALITY/DRESSING ROOMS

Purchaser will provide a private area that will be designated as the Artist dressing room. Room must be large enough to accommodate 6 people. Purchaser will provide at least one 6 pack of cold bottled water the Artist at each venue/location.

### MEDIA

Producer will make every effort to accommodate any requests for Artist interviews with the media, including school publications. Interview requests may be arranged by Artist management: Electric House Entertainment: (615) 538-7650.

### CANCELLATION

Producer shall have the right, in its sole discretion, to cancel the Engagement without liability to Purchaser, by giving Purchaser notice thereof at least thirty (30) days prior to the Engagement. If Producer cancels the performance, the deposit will be refunded. In the event that the Purchaser cancels the performance for any reason, including inclement weather, the Purchaser agrees to pay the Producer one hundred (100%) percent of the fees in accordance with the terms of the Contract.

### FORCE MAJEURE

Artist's obligation to furnish the entertainment unit referred to herein is subject to the detention or prevention by sickness, inability to perform, accident, means of transportation, Act of God, family emergencies, riots, strikes, labor difficulties, epidemics and any act or order of any public authority or any cause, similar or dissimilar, beyond Artist's control. Provided Artist is ready, willing and able to perform, Purchaser agrees to compensate Artist in accordance with the terms hereof regardless of Act of God, fire, accident, riot, strike or any events of any kind or character whatsoever, whether similar or dissimilar to the foregoing events which would prevent or interfere with the presentation of the show hereunder.

### INDEPENDENT CONTRACTOR

The relationship between Producer and Purchaser is that of independent contractors and not as an employee of the Purchaser. Artist assumes full responsibility for tax withholding.

### INDEMNIFICATION

Purchaser agrees to indemnify and hold harmless Producer and Artist and each of their respective employees, agents and contractors from and against any claims, costs (including, without limitation, reasonable attorneys' fees and court costs), expenses, damages, liabilities, losses and/or judgments arising out of, or in connection with, any claim, demand or action made by any party if such are (or are alleged to be) a direct or indirect consequence of: (i) the Engagement; or (ii) any breach or alleged breach of any warranty, representation, agreement or covenant made by Purchaser herein.

## Windsor's Nursery

TWIN FALLS PUBLIC SCHOOLS  
SCHOOL DISTRICT NO. 411  
201 MAIN AVE. WEST  
TWIN FALLS, IDAHO 83301-6197  
(208) 733-6900 FAX (208) 733-8474

### SERVICES CONTRACT

This contract is hereby made and entered into this 13th day of April,  
2020 by and between Twin Falls School District, hereafter  
called Owner, and Windsor's Nursery, hereafter called  
Contractor.

The said parties, for the considerations hereinafter mentioned, hereby agree to the following:

1. The Contractor agrees to provide all of the material and labor required to perform the following  
work: Revamping of landscaping (as per estimate)  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Location that work is to be performed  
at: Harrison Elementary School, 600 Harrison St.
2. The Owner hereby agrees to pay the Contractor, for the aforesaid materials and labor, the sum of \$8,879.38. Once the work is completed, inspected and we receive the invoice from the Contractor, then we will put it in our next regular accounts payable cycle for board approval, which is the second Monday of each month.
3. The Contractor agrees that the entire above-described work shall be completed no later than the 30th day of June, 2020.
4. The Contractor agrees to provide and pay for all materials, tools and equipment required for the prosecution and timely completion of the work. Unless otherwise specified, all materials shall be new and of good quality.
5. In the prosecution of the work, the Contractor shall employ a sufficient number of workers skilled in the trade to suitably perform the work.
6. All changes and deviations in the work ordered by the Owner must be in writing, the contract sum being increased or decreased accordingly by the Contractor. Any claims for

increases in the cost of the work must be presented by the Contractor to the Owner in writing, and written approval of the Owner shall be obtained by the Contractor before proceeding with the ordered change or revision.

7. The Owner, Owner's representative and public authorities shall at all times have access to the work.
8. The Contractor agrees to re-execute any work which does not conform to the drawings (if required) and specifications, warrants the work performed, and agrees to remedy any defects resulting, from faulty materials or workmanship which shall become evident during a period of one year after completion of the work.
9. The Contractor agrees to furnish a valid certificate of insurance for Worker's Compensation and a valid certificate of liability listing the Twin Falls School District as the additional insured for \$1M to the Owner prior to work being started on the project.
10. Contractor must obtain all necessary permits and licenses required by the local municipal/county government to do the work.
11. In the event the Contractor is delayed in the prosecution of the work by acts of God, fire, flood or any other unavoidable casualties; or by labor strikes, late delivery of materials; or by neglect of the Owner; the time for completion of the work shall be extended for the same period as the delay occasioned by any of the aforementioned causes.
12. In the event the work is delayed due to neglect of the Contractor, the Contractor agrees to pay the owner the sum of \$100.00 per day as liquidated damages until such time as the work is completed.
13. This contract contains the entire agreement of the parties, and there are no other promises or conditions in any other agreement whether oral or written concerning the subject matter of this contract. This contract supersedes any prior written or oral agreements between the parties.
14. Contractor agrees to indemnify, defend, and hold harmless the Owner, 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 agent, employees, or representatives under this agreement.
15. The Owner shall have the right to inspect all work performed under this contract. All work that needs to be inspected or tested and certified by an engineer as a condition of

any government departments or other state agency, or inspected and certified by the local health officer, shall be done at each necessary stage of the project and before further work can continue. All inspection and certification (if required) will be done at the Owner's expense.

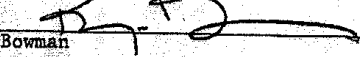
16. Neither the Owner nor Contractor shall have the right to assign any rights or interest occurring under this agreement without the written consent of the other, nor shall the Contractor assign any sums due, or to become due, to him under the provisions of this agreement.

17. This agreement shall be interpreted under the laws of the State of Idaho.

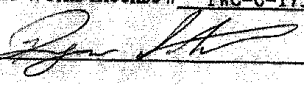
18. Attorney's fees and court costs shall be paid by the defendant in the event that judgment must be, and is, obtained to enforce this agreement or any breach thereof.

**OWNER:**

Twin Falls School District

By:   
Ryan Bowman  
Title: Director of Operations & Technology Education

**CONTRACTOR:**

Windsor's Nursery  
Contractor's License #: RCE-12767  
Public Works License # PWC-C-17529-B-4  
By:   
Title: landscape manager