

# Twin Falls School District

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*Service Contracts 2021*

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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 June, 2021, 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 \_\_\_\_\_ & MCT Tile & Forbo in walkway work: Remove old carpet & vinyl and install carpet tile (as per estimate) in room #201

Location that work is to be performed  
at: Oregon Trail Elementary School, 660 Park Ave.

2. The Owner hereby agrees to pay the Contractor, for the aforesaid materials and labor, the sum of \$5,707.00. 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 July, 2021.
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.

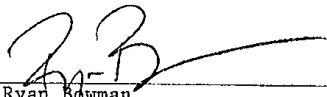
16. Neither the Owner nor Contractor shall have the right to assign any rights or interest occurring under this agreement without the written consent of the other, nor shall the Contractor assign any sums due, or to become due, to him under the provisions of this agreement.

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 1st day of June,  
2021, 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 old carpet & install new carpet tile in Room B3  
(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 \$4,503.00. 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 July, 2021.
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.

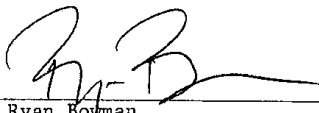
16. Neither the Owner nor Contractor shall have the right to assign any rights or interest occurring under this agreement without the written consent of the other, nor shall the Contractor assign any sums due, or to become due, to him under the provisions of this agreement.

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 26th day of May, 2021, 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 & install carpet tile (as per estimate) in Counselor  
center & K3 office  
  
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 \$3,900.00. 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 July, 2021.
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.

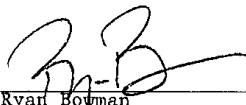
16. Neither the Owner nor Contractor shall have the right to assign any rights or interest occurring under this agreement without the written consent of the other, nor shall the Contractor assign any sums due, or to become due, to him under the provisions of this agreement.

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 1st day of June, 2021, 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 old carpet & install carpet tile in lounge (as per estimate)  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Location that work is to be performed  
at: Oregon Trail Elementary School, 660 Park Ave.
2. The Owner hereby agrees to pay the Contractor, for the aforesaid materials and labor, the sum of \$4,213.00. 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 July, 2021.
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.

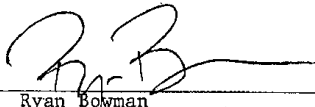
7. The Owner, Owner's representative and public authorities shall at all times have access to the work.
8. The Contractor agrees to re-execute any work which does not conform to the drawings (if required) and specifications, warrants the work performed, and agrees to remedy any defects resulting, from 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. Beama  
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 3rd day of June,  
20 21, 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: Install Altro Safety Sheet flooring in kitchen (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 \$9,942.00. 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 July, 20 21.
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.

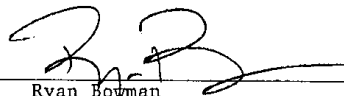
16. Neither the Owner nor Contractor shall have the right to assign any rights or interest occurring under this agreement without the written consent of the other, nor shall the Contractor assign any sums due, or to become due, to him under the provisions of this agreement.

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:**

Beams Flooring America  
Contractor's License #: RCE-6634  
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 26th day of May,  
2021, 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 old carpet & install carpet tile in Room #1 of outside  
building (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 \$3,887.00. 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 July, 2021.
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.
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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.
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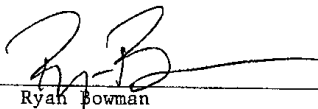
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**OWNER:**

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  
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**SERVICES CONTRACT**

This contract is hereby made and entered into this 3rd day of June, 2021, 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 & vinyl and install carpet tile and Marmoleum  
MCT tile and Forbo in walkway of Room #6 (as per estimate)  
\_\_\_\_\_  
\_\_\_\_\_  
Location that work is to be performed  
at: Perrine Elementary School, 452 Caswell Ave.
2. The Owner hereby agrees to pay the Contractor, for the aforesaid materials and labor, the sum of \$5,755.00. 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 July, 2021.
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.

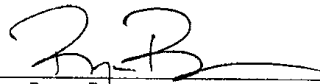
16. Neither the Owner nor Contractor shall have the right to assign any rights or interest occurring under this agreement without the written consent of the other, nor shall the Contractor assign any sums due, or to become due, to him under the provisions of this agreement.

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 A VE. WEST  
TWIN FALLS, IDAHO 83301-6197  
(208) 733-6900 FAX (208) 733-8474

**SERVICES CONTRACT**

This contract is hereby made and entered into this 3rd day of June

2021, by and between Twin Falls School District called Owner, and Beams Flooring America Contractor. , hereafter

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 carpet tile over existing VCT tile in main entry (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 \$1 387. 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 Jul, 2021....,
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.

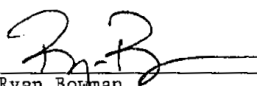
16. Neither the Owner nor Contractor shall have the right to assign any rights or interest occurring under this agreement without the written consent of the other, nor shall the Contractor assign any sums due, or to become due, to him under the provisions of this agreement.

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 3rd day of June,  
20 21, 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 old carpet and vinyl and install carpet tile and  
Marmoleum MCT tile and Forbo in walkway in Room K-1 (as per estimate)  
  
  
Location that work is to be performed  
at: Perrine Elementary School, 452 Caswell Ave.
2. The Owner hereby agrees to pay the Contractor, for the aforesaid materials and labor, the sum of \$6,505.00. 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 July, 2021.
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.

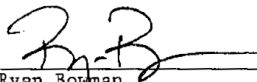
16. Neither the Owner nor Contractor shall have the right to assign any rights or interest occurring under this agreement without the written consent of the other, nor shall the Contractor assign any sums due, or to become due, to him under the provisions of this agreement.

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 3rd day of June,  
20 21, 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 old carpet and vinyl and install carpet tile and Marmoleum  
MCT tile in walkway and Forbo in walkway in Room 13 (as per estimate)  
  
Location that work is to be performed  
at: Perrine Elementary School, 452 Caswell Ave.
2. The Owner hereby agrees to pay the Contractor, for the aforesaid materials and labor, the  
sum of \$5,487.00. 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 July, 20 21.
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 3rd day of June,  
2021, 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 old carpet & install carpet tile in Room 5 & 6 of  
building #2 (as per estimate)  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Location that work is to be performed  
at: O'Leary Middle School, 2350 Elizabeth Blvd.  
\_\_\_\_\_
2. The Owner hereby agrees to pay the Contractor, for the aforesaid materials and labor, the sum of \$9,679.00. 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 July, 2021.
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.

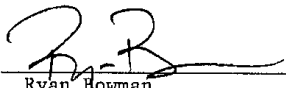
7. The Owner, Owner's representative and public authorities shall at all times have access to the work.
8. The Contractor agrees to re-execute any work which does not conform to the drawings (if required) and specifications, warrants the work performed, and agrees to remedy any defects resulting, from 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 3rd day of June, 2021, 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 old carpet & install carpet tile in Room 41 (as per estimate)  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Location that work is to be performed  
at: O'Leary Middle School, 2350 Elizabeth Blvd.
2. The Owner hereby agrees to pay the Contractor, for the aforesaid materials and labor, the sum of \$4,098.00. 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 July, 2021.
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 3rd day of June, 2021, 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 and replace 75 existing stair treads (as per estimate)  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Location that work is to be performed  
at: South Hills Middle School, 1550 Harrison St. S.
2. The Owner hereby agrees to pay the Contractor, for the aforesaid materials and labor, the sum of \$7,041.00. 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 July, 2021.
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.

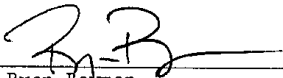
7. The Owner, Owner's representative and public authorities shall at all times have access to the work.
8. The Contractor agrees to re-execute any work which does not conform to the drawings (if required) and specifications, warrants the work performed, and agrees to remedy any defects resulting, from 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 3rd day of June, 2021, 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: Install Mamoleum MCT tile in (2) faculty restrooms & entry to  
restroom (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 \$1,434.00. 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 July, 2021.
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.

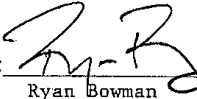
16. Neither the Owner nor Contractor shall have the right to assign any rights or interest occurring under this agreement without the written consent of the other, nor shall the Contractor assign any sums due, or to become due, to him under the provisions of this agreement.

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 3rd day of June, 2021, 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 old carpet & install carpet tile in Rooms 3 & 4  
(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 \$9,432.00. 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 July, 2021.
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 3rd day of June, 2021, 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: Install Altro SAFETY sheet flooring in kitchen (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 \$9,756.64. 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 July, 2021.
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.

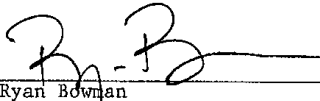
16. Neither the Owner nor Contractor shall have the right to assign any rights or interest occurring under this agreement without the written consent of the other, nor shall the Contractor assign any sums due, or to become due, to him under the provisions of this agreement.

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 3rd day of June, 2021, 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: Install subfloor & VCT tile in restrooms & hallway in Newcomer  
Building (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 \$1,844.00. 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 July, 2021.
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.

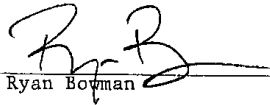
16. Neither the Owner nor Contractor shall have the right to assign any rights or interest occurring under this agreement without the written consent of the other, nor shall the Contractor assign any sums due, or to become due, to him under the provisions of this agreement.

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 3rd day of June, 2021, 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 old carpet & install carpet tile in Room 223 (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 \$6,972.00. 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 July, 2021.
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 3rd day of June,  
2021, 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 old carpet & install carpet tile in Room 105 (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 \$4,964.00. 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 July, 2021.
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.

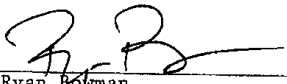
16. Neither the Owner nor Contractor shall have the right to assign any rights or interest occurring under this agreement without the written consent of the other, nor shall the Contractor assign any sums due, or to become due, to him under the provisions of this agreement.

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 Bofman  
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 3rd day of June,  
2021, 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 existing vinyl, fill in old grease trap hole and sand  
floor before installation of new floor in kitchen (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 \$3,076.36. 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 July, 2021.
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.

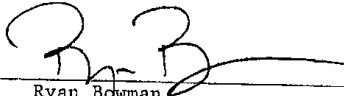
16. Neither the Owner nor Contractor shall have the right to assign any rights or interest occurring under this agreement without the written consent of the other, nor shall the Contractor assign any sums due, or to become due, to him under the provisions of this agreement.

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 3rd day of June,  
20 21, 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 old carpet & install carpet tile in counseling office  
(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 \$3,251.00. 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 July, 20 21.
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-N-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 3rd day of June,  
2021, 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: Install carpet tile in Room 8 (as per estimate)  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Location that work is to be performed  
at: Morningside Elementary School, 701 Morningside Drive  
\_\_\_\_\_
2. The Owner hereby agrees to pay the Contractor, for the aforesaid materials and labor, the  
sum of \$4,263.00. 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 July, 2021.
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 3rd day of June, 2021, 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 existing vinyl and install Forbo flooring system in  
Rooms 1,2,3 and 4 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 \$2,600.00. 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 July, 2021.
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.

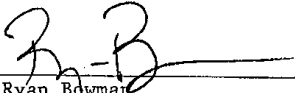
16. Neither the Owner nor Contractor shall have the right to assign any rights or interest occurring under this agreement without the written consent of the other, nor shall the Contractor assign any sums due, or to become due, to him under the provisions of this agreement.

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 3rd day of June, 2021, 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 old carpet & install carpet tile in Rooms 1 & 2  
(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 \$9,432.00. 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 July, 2021.
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.

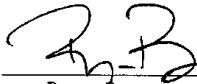
16. Neither the Owner nor Contractor shall have the right to assign any rights or interest occurring under this agreement without the written consent of the other, nor shall the Contractor assign any sums due, or to become due, to him under the provisions of this agreement.

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 1st day of June, 20 21, 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 old carpet & install carpet tile in offices (as per estimate)

Location that work is to be performed  
at: Oregon Trail Elementary School, 660 Park Ave.

2. The Owner hereby agrees to pay the Contractor, for the aforesaid materials and labor, the sum of \$6,456.00. 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 July, 20 21.
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 # PCW-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 3rd day of June, 2021, 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: Install carpet tile in Room 15 (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 \$3,906.00. 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 July, 2021.
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 1st day of June, 2021, 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 old carpet & Vinyl & install carpet tile & MCT tile & Forbo in walkway--Room #305 (as per estimate)  
  
  
Location that work is to be performed  
at: Oregon Trail Elementary School, 660 Park Ave.
2. The Owner hereby agrees to pay the Contractor, for the aforesaid materials and labor, the sum of \$5,707.00. 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 July, 2021.
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.

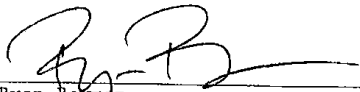
16. Neither the Owner nor Contractor shall have the right to assign any rights or interest occurring under this agreement without the written consent of the other, nor shall the Contractor assign any sums due, or to become due, to him under the provisions of this agreement.

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 1st day of June, 20 21, 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 old carpet & vinyl & install carpet tile & MCT tile &  
Forbo in walkway--Room 303 (as per estimate)  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Location that work is to be performed  
at: Oregon Trail Elementary School, 660 Park Ave.  
\_\_\_\_\_
2. The Owner hereby agrees to pay the Contractor, for the aforesaid materials and labor, the sum of \$5,707.00. 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 July, 20 21.
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.

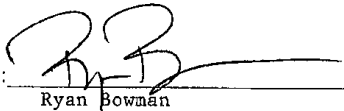
16. Neither the Owner nor Contractor shall have the right to assign any rights or interest occurring under this agreement without the written consent of the other, nor shall the Contractor assign any sums due, or to become due, to him under the provisions of this agreement.

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

**GENERAL CONTRACT**

This contract is hereby made and entered into this 1st day of June,  
20 21, 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 old carpet & install carpet tile in Library (as per estimate)  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Location that work is to be performed  
at: Oregon Trail Elementary School, 660 Park Ave.
2. The Owner hereby agrees to pay the Contractor, for the aforesaid materials and labor, the sum of \$13,156.00. 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 July, 20 21.
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. The Contractor must furnish to the Owner a performance and payment bond each for 85% of the contracted amount to be executed by a surety company duly authorized to do business in this state prior to any work being started on the project.
12. 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.
13. In the event the work is delayed due to neglect of the Contractor, the Contractor agrees to pay the owner the sum of \$500.00 per day as liquidated damages until such time as the work is completed.
14. 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.
15. 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.

16. 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.

17. 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.

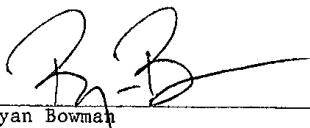
18. This agreement shall be interpreted under the laws of the State of Idaho.

19. 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 1st day of June,  
2021, 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 old flooring & install Forbo flooring in 7 restrooms  
(as per estimate)  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Location that work is to be performed  
at: Oregon Trail Elementary School, 660 Park Ave.  
\_\_\_\_\_
2. The Owner hereby agrees to pay the Contractor, for the aforesaid materials and labor, the sum of \$5,162.00. 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 July, 2021.
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.

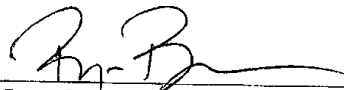
16. Neither the Owner nor Contractor shall have the right to assign any rights or interest occurring under this agreement without the written consent of the other, nor shall the Contractor assign any sums due, or to become due, to him under the provisions of this agreement.

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 2nd day of June,  
2021, 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: Install carpet tile over existing VCT tile in principal & vice  
principal's offices (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 \$5,399.50. 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 30th day of July, 2021.
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.

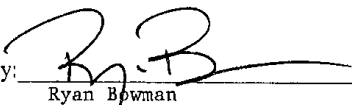
16. Neither the Owner nor Contractor shall have the right to assign any rights or interest occurring under this agreement without the written consent of the other, nor shall the Contractor assign any sums due, or to become due, to him under the provisions of this agreement.

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 3rd day of June,  
2021, 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 old carpet & install carpet tile in Room 104 (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 \$4,964.00. 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 July, 2021.
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.

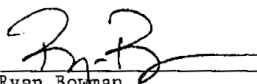
16. Neither the Owner nor Contractor shall have the right to assign any rights or interest occurring under this agreement without the written consent of the other, nor shall the Contractor assign any sums due, or to become due, to him under the provisions of this agreement.

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 3rd day of June, 2021, 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: Install 31 treads and riser with Johnsonite material and install carpet tile for landing (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 \$7,188.00. 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 July, 2021.
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.

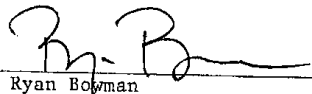
16. Neither the Owner nor Contractor shall have the right to assign any rights or interest occurring under this agreement without the written consent of the other, nor shall the Contractor assign any sums due, or to become due, to him under the provisions of this agreement.

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 17th day of June,  
20 21, 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: Asbestos removal--grinding to remove mastic (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 \$6,800.00. 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 1st day of July, 20 21.
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.

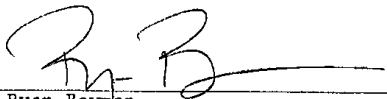
16. Neither the Owner nor Contractor shall have the right to assign any rights or interest occurring under this agreement without the written consent of the other, nor shall the Contractor assign any sums due, or to become due, to him under the provisions of this agreement.

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 17th day of June,  
20 21, 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: Asbestos removal of tile and mastic in music room (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 \$7,500.00. 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 1st day of July, 2021.
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.

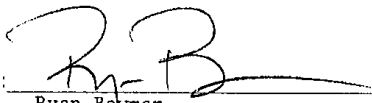
16. Neither the Owner nor Contractor shall have the right to assign any rights or interest occurring under this agreement without the written consent of the other, nor shall the Contractor assign any sums due, or to become due, to him under the provisions of this agreement.

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 26th day of May,  
20 21, by and between Twin Falls School District, hereafter  
called Owner, and Butte Fence, 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: Tighten existing chain link and install tension wire  
(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 \$3,643.73. 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 July, 2021.
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 23rd day of June,  
20 21, by and between Twin Falls School District, hereafter  
called Owner, and Clima-Tech Corporation, 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: Base level services which include system upgrades, driver updates,  
system patches, basic ALC training in Boise for 4-attendees per year,  
unlimited remote tech support and (12) premium onsite service days a year  
(as per contract)  
  
Location that work is to be performed  
at: All services locations
2. The Owner hereby agrees to pay the Contractor, for the aforesaid materials and labor, the  
sum of \$17,691.00. 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 22.
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 N/A per N/A 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.

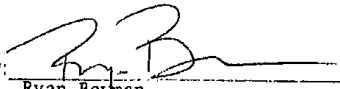
16. Neither the Owner nor Contractor shall have the right to assign any rights or interest occurring under this agreement without the written consent of the other, nor shall the Contractor assign any sums due, or to become due, to him under the provisions of this agreement.

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

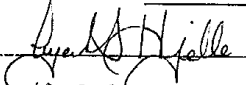
18. Attorney's fees and court costs shall be paid by the defendant in the event that judgment must be, and is, obtained to enforce this agreement or any breach thereof.

**OWNER:**

Twin Falls School District

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

**CONTRACTOR:**

Clima-Tech Corporation  
Contractor's License #: RCE-1964  
Public Works License # 10307-AA-4 (15700, 15510, 16800, 13800)  
By:   
Title: VP of Accounting

## Co-Teaching Professional Learning Sessions

### Co-Teaching Professional Learning Sessions

This Contract is between **Twin Falls School District** (the "Client") and independent consultants: **Holly Porter** and **Margaret Lucero** (the "Business").

Project Address: Twin Falls School District, Twin Falls, ID – Virtual Sessions

The Contract is dated October 5, 2021.

#### 1. Scope of Work/Payment:

- 1.1. Project Description: The Client is hiring the Business to lead the following courses: **Co-planning for Language through Content** and an **Administrator Session** via four separate virtual sessions.

#### **Co-Teaching Overview**

##### • OUTCOMES:

- Explain the history and purpose of co-teaching for Multilingual Learners in TFSD to a colleague
- Identify personal attributes that may complement or create conflict in a co-teaching partnership
- List essential elements for a successful co-planning session
- Convince a co-teacher to use one or more co-teaching approaches in an upcoming lesson

- 1.2. Schedule: The virtual workshops for **Co-teaching Overview** will be co-taught by Holly Porter and Margaret Lucero and will take place on: October 5 & 12, 2021 for one and a half hours, from 4-5:30 PM with the exception of unforeseen circumstances or failure to meet payment requirements.

#### 1.3. Payment Schedule:

- 1.3.1. Milestone/Progress Payments: The Client will pay the Business \$900.00 on the following schedule. **Client Initial Here** 

- 1.3.1.1. \$900.00 (\$450.00 to Margaret Lucero and \$450.00 to Holly Porter) for October 5 & 12, 2021 **Co-teaching Overview**. Invoices will be sent to the client on or before the 18 of October, 2021.

- 1.4. Payment Terms: Payment shall be made to the Business via check or direct deposit. The Business will send an invoice for each installment completion. If any invoice is not paid when due, this could result in suspension or termination of the project. If the Client fails to pay for the Services when due, the Business reserves the right to treat such failure as a breach of this Contract. Any legal fees associated with such will be the Client's responsibility.

- 1.4.1. Invoices: The Business will invoice the Client on the dates listed in the Payment Schedule section. The Client agrees to pay the invoice with the amount owed **within 30 days**.

1.4.2. Late Payments: If the Client fails to pay the Business on time per agreed upon payment schedule, the Business may suspend work until delinquent payments are brought current. If payments are delinquent for more than 30 days then the Client will be subjected to a late fee of 15% of the amount owed.

1.4.3. Expenses: Client shall pay to the Business any expenses incurred by the Business in the provision of services under this Agreement, including, but not limited to travel expenses based on federal rates for mileage and per diem lodging, meals and incidentals no later than 30 days after receipt is provided.

1.5. Refund and Cancellation Policy:

1.5.1. No Refunds: Services completed as described in this contract are not subject to refunds. The Client will not be reimbursed for services cancelled once work has begun. **Client Initial Here** for

2. General:

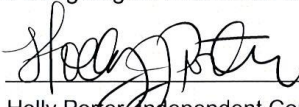
2.1. Modification(s): To change anything in this Contract, the Client and the Business must agree to the change in writing and sign a document showing their contract.

2.2. Signatures: The Client and the Business must sign the document either electronically or in hardcopy. If this document is signed in hard copy, it must be returned to the Business for valid record. Electronic signatures count as originals for all purposes.

3. Term and Termination: This Contract ends on November 18, 2020, unless the Client or the Business ends the contract before that time or both parties mutually extend the contract. If one of the parties chooses to end the Contract prior to project completion, the Client is responsible for paying for all work and costs incurred up until that date.

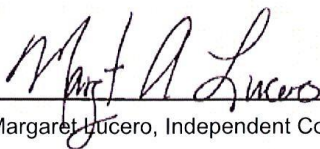
The Parties hereto agree to the foregoing as evidenced by their signatures below.

Date 10/05/2021



Holly Porter, Independent Contractor (Business)

Date 10/05/2021



Margaret Lucero, Independent Contractor (Business)

Date 10/15/2021



Twin Falls School District, (Client)



## Contract for BPA



### STUDENT AND FAMILY ASSISTANCE PROGRAM BENEFITS

FOR

Eligible Students and Family Members of

Twin Falls School District

**Effective Date:** September 1, 2021

*The following information briefly describes your benefits for Student and Family Assistance Program services.*

***BPA Health (BPA) administers these services.***

***These benefits are not related to or part of the medical benefit plan.***

***All preauthorization requests and inquiries for Student and Family Assistance Program services need to be directed to:***

***BPA Health  
208-947-5113 or dedicated toll-free number TBD***

SS-99-09/11

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**Student and Family Assistance Program Services Contract**

between

**Twin Falls School District**

and

**BPA Health, Inc.**

SS-99-09/11

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## **1 PRECEDENTS**

CONTRACT (the "Contract") made this September 1, 2021 (the "Effective Date"), by and between BPA Health, Inc. (referred to in this Contract as "BPA") and Twin Falls School District (referred to in this Contract as "School District") headquartered in Twin Falls, Idaho.

WHEREAS, BPA is organized to provide and arrange for the delivery and administration of student and family assistance programs (SFAP) and services to participating School Districts, students and their family members (referred to in this Contract as "School Districts", "Eligible Students", and "Eligible Families"); and

WHEREAS, BPA is organized to administer and/or arrange for SFAP services; and

WHEREAS, School District desires to contract with BPA to administer and/or arrange for SFAP services to its Eligible Students in accordance with the terms and conditions of this Contract; and

WHEREAS, BPA agrees to accept as payment in full for providing or arranging for SFAP services, the administrative fees specified in the Cost of Services section of this Contract and School District has agreed to pay those amounts;

NOW THEREFORE, in consideration of the mutual promises and covenants in this Contract, BPA and School District agree as follows:

## 2 DEFINITIONS

- 2.1 Annual Benefit** means the number of visits specified in the Cost of Services section of this Contract in each Program Year.
- 2.2 Community Resource Referral** means a referral from the SFAP to any public or private agency/facility, service, program, business, or professional which provides care or services the concerns of individuals; including by way of example, those services relating to psychology, psychiatry, social services, medicine, legal assistance or financial consultation.
- 2.3 Contract** means this promissory agreement that creates a legal relation and is signed by both BPA and School District.
- 2.4 Contract Provider** means a person who has contracted with BPA to provide Services set forth in this Program to Eligible Students and Eligible Families.
- 2.5 Eligible Family** means: (1) The Student's parents biological, adoptive, and/or, (2) legal guardian of the Eligible Student and/or (3) the Student's siblings or step-siblings under the age of 18 who reside in the Student's home with a legal guardian.
- 2.6 Eligible Student** means Students of the School District who are eligible to participate in this SFAP as defined in the Eligibility Qualifications section of this Contract.
- 2.7 School District** means the contract holder, which has entered into this written Contract with BPA Health to provide Student and Family Assistance Program services to its Eligible Students and their Eligible Families.
- 2.8 School District Representative** is the assigned representative of the School District.
- 2.9 Student** means an enrolled "Student" of the School District for which Student and Family Assistance Program participation is authorized.
- 2.10 Student and Family Assistance Program (SFAP)** is this School District-sponsored program which is designed to assist in the identification and resolution of productivity problems associated with Students or their family members impaired by personal concerns including, but not limited to: health, marital, family, financial, alcohol, drug, legal, emotional, stress or other personal concerns which may adversely affect the Student's academic performance.  
The specific core activities of this SFAP includes (1) expert consultation and training to appropriate persons in the identification and resolution of school-performance issues related to the aforementioned Student personal concerns; (2) confidential, appropriate and timely problem-

assessment services; (3) referrals for appropriate diagnosis, treatment and assistance; (4) formation of linkages between schools and community resources that provide such services; and (5) follow-up services for Students who use those services.

**2.11 Per Incident** means an "incident" will be considered any problem or set of related problems identified by the counselor and client(s). The allowable number of visits per incident is irrespective of the number of Eligible Students and/or Eligible Families attending a visit. Closely related problems (e.g., marital problems and parent/child relationship problems) will be considered a single incident. When the maximum number of allowed sessions for a single incident have been used, the client(s) may again be seen by an SFAP counselor for the same issue(s) after the new Program Year begins. New and unrelated problems identified during the Program Year will be considered a new incident.

**2.12 Program Year** means the twelve-month period from September 1, 2021 through August 31, 2022.

**2.13 Program** means the services identified and provided under the Scope of SFAP Services section of this Contract.

**2.14 Referral** means any of the following:

- Professional Referral. A suggestion from an SFAP Contract Provider that a client make arrangements to see a more suitable behavioral health provider. Referrals of this kind are made following an initial assessment of client needs and are generally made to connect the client with a specialist who can deliver the most appropriate service if and when the assessment reveals a clinical need. Referrals of this kind can be made to a master's level counselor, doctorate level psychologist, certified substance abuse professional, or a medical doctor.
- Community Resource Referral. A suggestion from an SFAP Contract Provider that a client make arrangements to connect with community resources such as schools, law enforcement, legal aid, financial assistance, education, or support groups (A.A., N.A., for example). Referrals of this kind are made following initial assessment of client needs and facilitate the client addressing concerns peripheral to behavioral health concerns and/or the concerns which prompted SFAP services.  
In all cases of referral, the SFAP Contract Provider may assist the client in discovering resources (community and professional), though he or she will make it clear to all clients that any of the costs associated with referrals and services become the responsibility of the client/Student. Every effort will be made to refer clients to resources, which are affordable, of the highest quality and, in the case of professional referral, consistent with group medical plan coverage and rules.

- 2.15 Visit** means an approximately one (1) hour period of time spent face-to-face or via video with a Contract Provider for the purpose of assessment, counseling or referral to community resource under the Scope of SFAP Services described in this Contract.
- 2.16 Telehealth Video Counseling** means behavioral health video counseling sessions delivered to Eligible Students and Eligible Families by a BPA Health Provider who has been qualified by BPA Health to deliver sessions via a HIPAA compliant and secure video system in compliance with applicable State laws and regulations for the use of such systems.

### **3 LIMITATIONS**

Total counseling benefits paid shall be limited to the number of visits available Per Incident for each Program Year as specified by the School District, and agreed upon, in the Cost of Services section.

### **4 EXCLUSIONS**

Formal or extensive psychological testing or court-ordered treatment will not be provided through this Contract. The services of a psychiatrist or any other non-Contract Provider (provider not contracted by BPA for purpose of servicing this Contract) are likewise not covered under this Contract. Referrals to Community Resources are made by the SFAP Contract Provider, but the services and costs of the Community Resource become the responsibility of the Student or Family at the time of the referral.

### **5 ELIGIBILITY QUALIFICATIONS**

In order for an Eligible Student or an Eligible Family to become entitled to or continue the benefits of this Program, the following qualifications apply:

- 5.1** Student must meet the plan's eligibility definition. All Students enrolled in Twin Falls School District are eligible upon their enrollment.
- 5.2** Coverage for any Eligible Student will terminate on the last day of the calendar month in which they discontinue enrollment in the school district. Any services authorized before this coverage termination date will be allowed for a period of up to 90 days provided the services do not exceed the number of visits allowed under this Contract and the contract has not been terminated. No services will be authorized after this coverage termination date.

### **6 DOUBLE COVERAGE**

- 6.1** An Eligible Student shall not be permitted to use a Family Member's (sibling) sessions under this Program.

- 6.2** If multiple siblings are enrolled in the School District and are eligible for benefits, each Eligible Student must be covered as only an Eligible Student and may not additionally be covered as an Eligible Family.

## **7 FEE PAYMENTS**

Payment for Fees shall be received by BPA on or before the 10th of the month for which service is rendered. Fees will be considered in arrears if not paid by the 20th of the month.

## **8 INSURANCE**

BPA must carry workers' compensation coverage for its employees who are providing services under this Contract. In addition, during the entire term of this Contract and until all work specified herein is completed; BPA shall maintain in effect all insurance as set forth below. BPA shall require all subcontractors to comply with all requirements of this section.

BPA agrees to obtain and maintain the following insurance during the term of this Contract:

- 8.1** Comprehensive general liability in a minimum amount of one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) in total; and (b) professional liability insurance (malpractice) in a minimum amount of one million dollars (\$1,000,000) per occurrence and three million dollars (\$3,000,000) in the aggregate. The Certificate of Insurance, which must be signed by the insurance agent, may become part of the Contract. If for any reason a material change occurs in coverage during the course of the Contract, such change shall not become effective until thirty (30) days after the School District has received written notice of such change.
- 8.2** The policy shall provide that the insurance afforded applies separately to each insured against whom a claim is made or a suit is brought except with respect to the limits of an insured's liability. The School District can be named as a certificate holder on the policy. The policy shall be endorsed such that the insurance afforded therein shall be primary insurance and any insurance or self-insurance carried by the School District shall be in excess and not contributory insurance to that provided by BPA.

## **9 INDEMNIFICATION AND HOLD HARMLESS**

### **9.1 Indemnification by School District**

The School District shall indemnify, defend and save harmless BPA, its officers, agents, employees, and subcontractors from and against all liability, claims, damages, losses, expenses, actions, attorney fees and suits whatsoever, including injury or death of others or any Student of the School District caused by or arising out of the School District's negligent or otherwise wrongful performance, act or omission under this Contract or

School District's failure to comply with any state, federal or local statute, law, regulation or rule.

**9.2 Indemnification by BPA**

BPA shall indemnify, defend and save harmless School District, its officers, agents, Students, and subcontractors from and against all liability, claims, damages, losses, expenses, actions, attorney fees and suits whatsoever, including injury or death of others or any Student of BPA or subcontractor caused by or arising out of the BPA's negligent or otherwise wrongful performance, act or omission under this Contract or BPA's failure to comply with any state, federal or local statute, law, regulation or rule.

**10 TERMS AND TERMINATION**

**10.1 Term**

The term of this Contract shall be twelve (12) months, commencing on September 1<sup>st</sup>, 2021 unless terminated by either party upon default of the other party under any material term of this Contract and failure to cure such default within ninety (90) days after receipt of such written notice specifying the precise nature of such default.

**10.2 Renewal**

Unless either party provides written notice to the other of intent to terminate this Contract at least ninety (90) days prior to the termination date specified above, this Contract shall automatically renew for a twelve (12) month term.

**10.3 Termination for Cause**

This Contract may be terminated immediately for cause by either party by giving notice to the other party in writing of such intention to terminate the Contract and of the nature of the cause resulting in termination. For the purposes of this section, "cause" is defined and limited to the following:

- Failure of either party to cure a material breach, including the failure by the School District to make any payment of compensation when the same shall become due in this Contract, which failure continues un-remedied for a period of thirty (30) days after written notice thereof is given by the non-breaching party;
- The institution of any proceeding in bankruptcy for reorganization or rearrangement of a party's affairs, the adjudication of a party as bankrupt, the insolvency of a party, the appointment of a receiver of the assets or property of a party, or the making of a general assignment for the benefit of creditors of a party;
- The material violation, as determined by a court or other tribunal having jurisdiction, of any provisions of the applicable State and Federal laws and regulations that pertain to it and relate directly to a party's obligations under this Contract.

**10.4 Termination without Cause**

Either party may terminate this Contract for any reason other than for cause as defined in Section 10.3 by providing the other party at least ninety (90) days prior written notice.

#### **11 ANTI-DISCRIMINATION CLAUSE**

This Contract binds BPA to anti-discrimination terms and conditions in that, no person in the United States shall, on the grounds of race or national origin, color, gender, age, marital status, sexual orientation, political or religious opinion or affiliation, disability, or Vietnam era veteran, be denied the benefits of, or be subject to discrimination under any program or activity. BPA also agrees to comply with all applicable Americans with Disabilities Act and Health Insurance Portability and Accountability Act of 1996 requirements.

#### **12 OFFICIALS, AGENTS AND STUDENTS OF THE SCHOOL DISTRICT NOT PERSONALLY LIABLE**

It is agreed by and between the parties hereto that in no event shall any official, officer, Student or agent of the School District be in any way personally liable or responsible for any covenant or contract contained in this Contract, whether expressed or implied, nor for any statement, representation or warranty made in or in any connection with this Contract.

#### **13 ASSIGNMENTS**

This Contract and any interest therein shall not be transferred by BPA without the prior written approval of the School District. Transfer of this Contract without such approval shall cause the cancellation of this Contract as of the date of the transfer, at the option of the School District. All rights of action, however, for any breach of such Contract by the contracting parties are reserved to the School District.

#### **14 GOVERNING LAW**

This Contract shall be construed in accordance with and governed by the laws of the State of Idaho. The parties consent to the jurisdiction of the state courts of the State of Idaho in the event of any dispute.

#### **15 CONTRACT RELATIONSHIP**

It is distinctly and particularly understood and agreed that the School District is in no way associated or otherwise connected with the performance by BPA of services to be provided under this Contract, nor for the employment of labor or the incurring of other expenses and that BPA is an independent contractor and solely and personally liable for all labor and other expenses, except as otherwise stated herein, in connection therewith and for any and all damages in connection with its services whether it may be for personal injuries or damages of any other kind.



issues, debt management, financial planning via telephonic financial counseling and enhanced financial web content.

Financial Services:

- Through an arrangement with Workplace Options, and Eligible Families will have available telephonic access to financial counselors, at a minimum during the following days and times: Monday through Thursday, 6 a.m. to 7 p.m.; Friday, 6 a.m. to 4 p.m.; and Saturday, 9 a.m. to 4 p.m. (PST).
- Financial counselors will address questions on all matters of financial management including debt reduction, home buying, budgeting, foreclosure prevention, bankruptcy prevention.
- Eligible Students and Eligible Families will have access to the Debt Management Plan. This service is for individuals who have trouble making ends meet, are receiving collection calls or letters, or are not able to make progress in paying down debt.
- Enhanced financial web content will be available through the Work-Life website accessible through [www.bpahealth.com](http://www.bpahealth.com).

**17.3.2** Advantage Legal Assist provides consultation and referral to attorneys in Families's area, or referral to a nationwide network of attorneys.

Legal Services

- Eligible Families will have available to them, consultation for any legal issue, with the exception of those issues listed in 17.3.3.
- The Legal Consultant will refer Eligible Families to a local attorney for a no cost ½ hour consultation or to an Attorney for a telephonic consultation of up to 30 minutes.
- If additional assistance is desired, Eligible Families are entitled to 25% off the attorney's normal and customary fees
- Enhanced legal web content will be provided through the Work-Life website link accessible through [www.bpahealth.com](http://www.bpahealth.com).

**17.3.3** Excluded Legal/Financial Matters: This Agreement does not provide benefits for the following types of legal matters.

- Any action, proceeding or dispute between a Plan Member and his or her School District/School, or Plan Member and fellow classmates or their family, or a Plan Member and any other party when such coverage is prohibited by law. Employment matters include, but are not limited to: Worker's Compensation; Wrongful Termination; Gender, Race or Age Discrimination; workplace harassment or violence; disputes between co-workers; Non-compete Agreements, etc.
- Preparing, completing or filing of federal, state or local tax returns.
- Any legal benefits and/or coverage for any questions or problems involving the following types of legal matters: antitrust,

business matters, securities law, environmental torts, administrative law, trademarks, copyrights, patents, or other related matters.

- Duplication of services previously claimed and in relation to the same matter.
- Frivolous matters are not included. A matter is defined as "frivolous" if it has no merit, is brought for the sole purpose of harassing, vexing, or annoying another party, or as otherwise defined by the code of Professional Responsibility of the state in which the Plan Attorney is handling the matter for any Plan Members.

#### **17.4 Qualified Contract Providers**

- 17.4.1** BPA shall ensure that its Contract Providers have the necessary education, licenses and certifications, pursuant to State and Federal laws and regulations, and the experience to effectively perform the SFAP services under this Contract, and to effectively assist the client with problem resolution.
- 17.4.2** Further, BPA shall maintain a staff with capabilities to handle cross-cultural relations and to address language barriers. The staff will include interpreters, individuals who are bilingual, and individuals who are proficient in sign language communication. BPA will also have facilities accessible to persons with disabilities.

#### **17.5 Access**

- 17.5.1** BPA will utilize qualified professional counselors and other resources nearest to where the Eligible Student population is located.
- 17.5.2** BPA will assist eligible individuals in getting a referral to the most appropriate health care provider, taking into account professional qualification and other pertinent factors.
- 17.5.3** BPA shall maintain a 24-hour Hotline staffed at all times by a licensed professional counselor. BPA's hotline personnel will assist in safety planning and de-escalation, after which BPA member support staff can assist with making a crisis appointment with a local counselor within one (1) working day.

#### **17.6 Promotional and Educational Materials**

- 17.6.1** BPA will provide an SFAP education piece for all Eligible Students. BPA will also provide posters advertising the SFAP for placement in areas where Students congregate.
- 17.6.2** BPA agrees to allow the School District and its Eligible Students access to BPA's Online SFAP resource: [www.bpahealth.com/SFAP-home](http://www.bpahealth.com/SFAP-home).

## **17.7 Program Promotion and Education**

**17.7.1** At the School District's discretion, BPA will provide the following:

**17.7.1.1.1** Student education sessions annually regarding access to and the use of the SFAP, including services available, confidentiality requirements, identification of problems referrals, follow-up and evaluation. Sessions will be scheduled when School District can assure at least 25 Students' attendance.

School District can also elect to have a BPA Health representative present at relevant events or assemblies as requested depending on representative availability.

## **17.8 Faculty Consultation**

Consultation will be available with a BPA employed or contracted clinician to assist faculty and other School District administrators in approaching troubled Students whose problems are affecting performance and their academics.

## **17.9 Critical Incident Response**

The SFAP will support the School District in any case of traumatic or fatal injury involving Students or the school grounds. The Critical Incident Response (CIR) benefit to the School District is the rapid response of the SFAP to events such as: suicide of a Student, death of a Student, natural disaster, or other traumatic event. Students directly affected are eligible to participate in sessions conducted by a qualified SFAP professional or other trained CIR professional designed to diffuse the event and teach appropriate stress management, bereavement and grieving. SFAP CIR will be conducted in a manner consistent with industry standards for such taking into consideration the School District and the unique circumstances inherent in these cases. The SFAP will provide handouts for Students and family members, as well as a description of the entire CIR process for the School District. The session lasts up to two hours in length. Further assistance is recommended on an individual basis using their SFAP sessions. Additional CIR sessions may be scheduled for additional days or to accommodate smaller group sizes, etc.

## **17.10 Reporting Program Utilization**

BPA will provide quarterly utilization rates and an explanation of rates, including methodology used. The reports will summarize utilization patterns and include, among other data, the number of individuals served, the

number of visits and the general categories of problems addressed. BPA agrees to provide reports in a manner that will maintain the anonymity and confidentiality of those served. Such reports are produced within 45 days from the last day of each reporting period.

- 17.10.1 Video Counseling Sessions**  
BPA Health will include in its regular reporting additional details on Telehealth Video Counseling session utilization.

#### **17.11 Contract Liaison Meetings**

BPA will meet periodically with the School District to monitor and evaluate the programs, to review program operations, and review performance criteria.

#### **17.12 General Statement of BPA Responsibilities**

BPA shall be responsible for fully and efficiently servicing the School District's Contract, which includes, but is not limited to, the following requirements:

- 17.12.1 Implementation**  
Properly understanding, communicating and beginning the scope of the Contract.
- 17.12.2 Payment**  
Receive, record, and audit all fee payments and advise the School District of any errors, omissions, overpayments, or concerns.
- 17.12.3 Reporting**  
Provide full reports of the status of the program defined in the section titled: Reporting Program Utilization.
- 17.12.4 Customer Service**  
Respond to all inquiries from Students.
- 17.12.5 Program Promotion**  
Pay expenses for written and audio visual materials communicating these benefits, benefit changes, and related information to Students and their families and provide professional expertise in the development and distribution of same.
- 17.12.6 Consultation**  
Suggest needed and innovative contractual, administrative, and financial changes to the program.

#### **17.13 General Statement of School District's Responsibilities**

**The School District shall:**

- 17.13.1** Be solely responsible for determining and administering Student eligibility policies and other administrative duties

- related to the School District's internal operation of this Program.
- 17.13.2** Pay the monthly fee to BPA.
- 17.13.3** With the assistance of BPA, communicate regarding services, procedures and related information to Students and agencies.
- 17.13.4** Suggest and administer innovative efficient changes in Program services.

## **18 SAFEGUARDING CONFIDENTIAL HEALTH INFORMATION**

BPA and the School District agree that all counseling and screening services provided by the SFAP to Students or Families are confidential. Case records will be kept separate from the school district and will not be released to any other individual except in the case of the receipt of a signed Release of Information form completed by the SFAP user.

## **19 DISPUTES AND RESOLUTION PROCEDURES**

In the event any dispute arises from the terms and conditions set forth in this Contract between the parties, the parties agree to abide by the procedures, processes and remedies set forth in the Contract applicable to the specific dispute or otherwise established by BPA for disputes of the type identified. Any and all dispute resolution procedures shall be conducted only between the parties and shall not include any Eligible Student and Eligible Family(s) of a health plan unless such involvement of an Eligible Student and Eligible Family(s) is necessary to the resolution of the dispute, which determination shall be made in the sole discretion of BPA. If the dispute is not resolved by the parties within a reasonable time, the parties agree to binding arbitration in lieu of any legal remedy at law or in equity; provided, however, arbitration shall not be used to resolve disputes involving allegations of professional negligence of a party. The parties shall abide by the following procedures for the arbitration process:

- 19.1** The party initiating the arbitration process shall send written notice to the other party setting forth the basis of the dispute and the party's desire to arbitrate. Arbitration shall be in accordance with the rules and procedures of the American Arbitration Association or another nationally recognized arbitration association acceptable to BPA.
- 19.2** Arbitration shall be conducted in the location of BPA's main offices and before a panel of three (3) arbitrators. Each party shall select one arbitrator and the third arbitrator shall be selected by those two arbitrators.
- 19.3** The arbitrators shall be bound by the terms and conditions set forth in the Contract when such terms and conditions are set forth clearly and without ambiguity; the arbitrators may not set aside any medical judgment of either party in reaching their decision.

- 19.4** The arbitrators may not award consequential, special, punitive or exemplary damages. The arbitrators may award costs of the arbitration and/or reasonable attorney's fees, against a party. If the decision of the arbitrators does not include such award, the parties shall share equally the costs of the arbitration and shall pay their own attorney's fees.
- 19.5** This provision does not limit the ability of either party to obtain temporary or preliminary injunctive relief against the other party in a court of competent jurisdiction.
- 19.6** The decision of the arbitrators shall be final in writing and shall be binding on the parties and enforceable under the laws of the state of Idaho.
- 19.7** This provision shall survive the termination of this Contract.

## **20 NOTICES**

Any notice required under this Contract must be in writing. BPA notices to School District will be sent to the School District's address as it appears on the records of BPA and mailing or other delivery thereof to the School District shall constitute complete and conclusive notice to the Eligible Students or Eligible Families. Notice given to BPA must be sent to BPA's address:

8050 W. Rifleman Street, Suite 100  
Boise, Idaho, 83704

The School District shall give BPA immediate written notice of any change of address; BPA shall give the School District immediate written notice of any change in BPA's address. When either BPA or the School District is required to give advice or notice, the depositing of such advice or notice with the U.S. Postal Service, regular mail shall conclusively constitute the giving of such advice or notice on the date of such mailing.

## **21 SEVERABILITY**

If any provision of this Contract, or the application of any provision to any party or any circumstances, shall be determined to be invalid, illegal or unenforceable in any respect in any instance, then such determination shall not affect the validity, legality, and enforceability of such provision in any other instance, or the validity, legality, or enforceability of any other provision of this Contract.

## **22 ASSIGNMENT**

This Contract may not be assigned by either party without the express written consent of the other.

### 23 ENFORCEABILITY

The failure of either party to enforce or insist upon compliance with any provisions of this Contract in any instance shall not be construed as or constitute a waiver of that party's right to enforce or insist upon compliance with such provision, rule, or regulation, either currently or in the future.

### 24 CONFIDENTIALITY OF TERMS AND CONDITIONS

The terms of this Contract and any information, attachments, schedules, exhibits, or trade secrets exchanged between BPA and School District are confidential and shall not be disclosed.

### 25 MODIFICATIONS

This Contract (including any attached exhibits and schedules) contains all of the covenants and agreements between the parties with respect to the rendering of services, and supersedes any and all prior or contemporaneous oral or written communications or proposals not expressly included herein. This Contract may be modified upon mutual written agreement of the parties. No changes, amendments, or alterations to this Contract shall be effective unless signed by both parties, except as previously provided herein.

### 26 COST OF SERVICES

BPA Health agrees to provide up to 5 sessions per incident per program year to Students and their eligible family members at a cost of \$1.95 per Student per month. This program also includes work/life benefits Advantage Web Complete with legal/financial benefits.

INTENDING TO BE LEGALLY BOUND, the parties hereto have executed this Contract as of the dates written below and it is effective the day of September 1st, 2021, regardless of any later date of execution.

For:

**Twin Falls School District**

**BPA Health, Inc.**



Signature

Signature

*Brady Dickinson, Superintendent*

Print Name/Title

Jeremy Battershell  
Director of Business Development

Print Name/Title

*6/30/21*

Dated

Dated

SS-99-04/12/2017

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## Doug 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 1st day of June, 2021, by and between Twin Falls School District, hereafter called Owner, and Doug 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: Install concrete pad in front of outside shed, 13' x 19'  
(as per estimate)
- Location that work is to be performed  
at: Oregon Trail Elementary School, 660 Park Ave.
2. The Owner hereby agrees to pay the Contractor, for the aforesaid materials and labor, the sum of \$2,750.00. 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 July, 2021.
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 26th day of May,  
2021, by and between Twin Falls School District, hereafter  
called Owner, and Doug 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 sidewalk by ramp in front of school,  
5' x 15'6" (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 \$2,150.00. 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 July, 2021.
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.

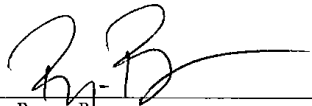
16. Neither the Owner nor Contractor shall have the right to assign any rights or interest occurring under this agreement without the written consent of the other, nor shall the Contractor assign any sums due, or to become due, to him under the provisions of this agreement.

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


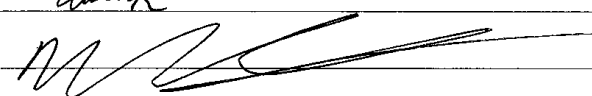
18. Attorney's fees and court costs shall be paid by the defendant in the event that judgment must be, and is, obtained to enforce this agreement or any breach thereof.

**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 1st day of June, 20 21, by and between Twin Falls School District, hereafter called Owner, and Doug 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: Install new handrail on both sides of stairs--both rails approx. 40'  
on southwest corner of bleachers (as per estimate)  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Location that work is to be performed  
at: South Hills Middle School, 1550 Harrison St. S.  
\_\_\_\_\_
2. The Owner hereby agrees to pay the Contractor, for the aforesaid materials and labor, the sum of \$5,850.00. 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 30th day of July, 20 21.
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.

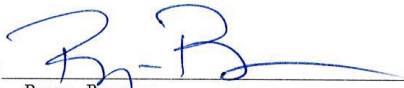
16. Neither the Owner nor Contractor shall have the right to assign any rights or interest occurring under this agreement without the written consent of the other, nor shall the Contractor assign any sums due, or to become due, to him under the provisions of this agreement.

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


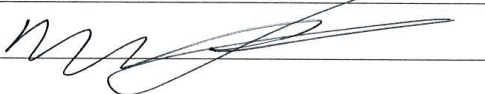
18. Attorney's fees and court costs shall be paid by the defendant in the event that judgment must be, and is, obtained to enforce this agreement or any breach thereof.

**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 1st day of June,  
2021, by and between Twin Falls School District, hereafter  
called Owner, and Doug 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 and replace landing and steps on entryway doors, 12' x 12'  
(as per estimate)  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
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 \$9,990.00. 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 July, 2021.
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 1st day of June,  
2021, by and between Twin Falls School District, hereafter  
called Owner, and Doug 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: Install new stairs--5' x 20' and new sidewalk--5' x 30' at  
southwest corner of bleachers (as per estimate)  
  
  
Location that work is to be performed  
at: South Hills Middle School, 1550 Harrison St. S.
2. The Owner hereby agrees to pay the Contractor, for the aforesaid materials and labor, the sum of \$9,750.00. 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 July, 2021.
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.
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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.

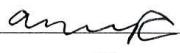

18. Attorney's fees and court costs shall be paid by the defendant in the event that judgment must be, and is, obtained to enforce this agreement or any breach thereof.

**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 1st day of June,  
20 21, by and between Twin Falls School District, hereafter  
called Owner, and Doug 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: Install new handicap ramp concrete--28' x 3'6" and a 15' x 5'  
landing & sidewalk on northwest corner of school (as per estimate)  
\_\_\_\_\_  
\_\_\_\_\_  
Location that work is to be performed  
at: Morningside Elementary School, 701 Morningside Drive
2. The Owner hereby agrees to pay the Contractor, for the aforesaid materials and labor, the  
sum of \$9,630.00. 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 July, 20 21.
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.


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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 1st day of June, 2021, by and between Twin Falls School District, hereafter called Owner, and Doug 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 trees and stumps (16 trees) on southeast corner of school  
(as per estimate)  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Location that work is to be performed  
at: O'Leary Middle School, 2350 Elizabeth Blvd.  
\_\_\_\_\_
2. The Owner hereby agrees to pay the Contractor, for the aforesaid materials and labor, the sum of \$9,750.00. 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 July, 2021.
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 1st day of June, 2021, by and between Twin Falls School District, hereafter called Owner, and Doug 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: Install new handicap railing on new ramp, landing and steps,  
approx. 86' on northwest corner of school (as per estimate)  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Location that work is to be performed  
at: Morningside Elementary School, 701 Morningside Drive  
\_\_\_\_\_
2. The Owner hereby agrees to pay the Contractor, for the aforesaid materials and labor, the sum of \$8,500.00. 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 30th day of July, 2021.
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 1st day of June, 2021, by and between Twin Falls School District, hereafter called Owner, and Doug 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: New concrete sidewalks in front of wrestling building,  
30' x 6'6", 6' x 26' and 57' x 10'6" (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 \$9,650.00. 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 July, 2021.
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.

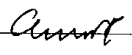

18. Attorney's fees and court costs shall be paid by the defendant in the event that judgment must be, and is, obtained to enforce this agreement or any breach thereof.

**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 30<sup>th</sup> day of June 2021, by and between Twin Falls School District, hereafter called Owner, and Doug 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 and replace 10' pf damaged curb and gutter (south side parking lot). This includes materials and excavation.

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 \$1,250.00. 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 16<sup>th</sup> day of July 2021.
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.

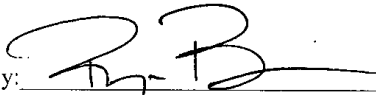
16. Neither the Owner nor Contractor shall have the right to assign any rights or interest occurring under this agreement without the written consent of the other, nor shall the Contractor assign any sums due, or to become due, to him under the provisions of this agreement.

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

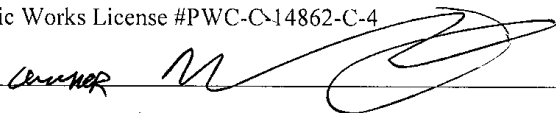

By:   
Ryan Bowman  
Title: Director of Operations and Technology Education

**CONTRACTOR:**

Doug Hemingway Construction

Contractor's License # RCT-3975

Public Works License #PWC-C-14862-C-4

By:   
Title: 

**DOUG HEMINGWAY CONSTRUCTION**

Idaho Contractors Registration #RCT3975

Public Works #PWC-C14862-C-4

1140 SUNBURST ST.

TWIN FALLS, ID 83301

(208) 420-1975 Cellular

(208) 734-3838 Message

(208) 734-3365 Fax

**PROPOSAL**

DATE: June 29, 2021

TO: Sawtooth Elementary School  
Twin Falls, ID 83301

LOCATION: Same

<b><u>DESCRIPTION</u></b>	<b><u>AMOUNT</u></b>
Remove & Replace 10' pf damaged curb and gutter (southside parking lot) Materials, Labor & Excavation	
<b>TOTAL PROPOSAL</b>	<b>\$1,250.00</b>

**Not Included in Bid:**

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 28<sup>th</sup> day of July, 2021, by and between Twin Falls School District, hereafter called Owner, and Doug 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: Installing new 3 rail handicap railing approx 33", Acore core drilling - 7 holes, material and labor.
2. Location that work is to be performed at: Twin Falls High School
3. The Owner hereby agrees to pay the Contractor, for the aforesaid materials and labor, the sum of \$5,950.00. 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.
4. The Contractor agrees that the entire above-described work shall be completed no later than the 1<sup>st</sup> day of September, 2021.
5. 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.
6. In the prosecution of the work, the Contractor shall employ a sufficient number of workers skilled in the trade to suitably perform the work.
7. 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.
8. The Owner, Owner's representative and public authorities shall at all times have access to the work.

9. 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.
10. 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.
11. Contractor must obtain all necessary permits and licenses required by the local municipal/county government to do the work.
12. 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.
13. In the event the work is delayed due to neglect of the Contractor, the Contractor agrees to pay the owner the sum of \$100 per day as liquidated damages until such time as the work is completed.
14. 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.
15. 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.
16. 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.

17. 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.

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

19. 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: 

Title: Director of Educational Technology and Operations

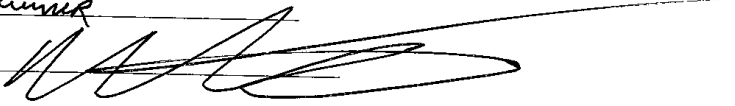
**CONTRACTOR:**

Doug Hemingway Construction

Contractor's License #: \_\_\_\_\_

Public Works License #: \_\_\_\_\_

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 20<sup>th</sup> day of August, 2021, by and between Twin Falls School District, hereafter called Owner, and Doug 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: Trim 10 trees on north east corner of track
2. Location that work is to be performed at: O'Leary Middle School
3. The Owner hereby agrees to pay the Contractor, for the aforesaid materials and labor, the sum of \$6,250.00. 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.
4. The Contractor agrees that the entire above-described work shall be completed no later than the 10<sup>th</sup> day of September, 2021.
5. 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.
6. In the prosecution of the work, the Contractor shall employ a sufficient number of workers skilled in the trade to suitably perform the work.
7. 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.
8. The Owner, Owner's representative and public authorities shall at all times have access to the work.

9. 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.
10. 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.
11. Contractor must obtain all necessary permits and licenses required by the local municipal/county government to do the work.
12. 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.
13. In the event the work is delayed due to neglect of the Contractor, the Contractor agrees to pay the owner the sum of \$100 per day as liquidated damages until such time as the work is completed.
14. 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.
15. 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.
16. 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.
17. 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.

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

19. 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: 

Title: Director of Educational Technology and Operations

**CONTRACTOR:**

Doug Hemingway Construction

Contractor's License #: \_\_\_\_\_

Public Works License #: \_\_\_\_\_

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 20<sup>th</sup> day of August, 2021, by and between Twin Falls School District, hereafter called Owner, and Doug 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: Trim 8 trees on south east corner of track
2. Location that work is to be performed at: O'Leary Middle School
3. The Owner hereby agrees to pay the Contractor, for the aforesaid materials and labor, the sum of \$5,000.00. 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.
4. The Contractor agrees that the entire above-described work shall be completed no later than the 10<sup>th</sup> day of September, 2021.
5. 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.
6. In the prosecution of the work, the Contractor shall employ a sufficient number of workers skilled in the trade to suitably perform the work.
7. 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.
8. The Owner, Owner's representative and public authorities shall at all times have access to the work.

9. 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.
10. 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.
11. Contractor must obtain all necessary permits and licenses required by the local municipal/county government to do the work.
12. 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.
13. In the event the work is delayed due to neglect of the Contractor, the Contractor agrees to pay the owner the sum of \$100 per day as liquidated damages until such time as the work is completed.
14. 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.
15. 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.
16. 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.
17. 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.

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

19. 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: 

Title: Director of Educational Technology and Operations

**CONTRACTOR:**

Doug Hemingway Construction

Contractor's License #: \_\_\_\_\_

Public Works License #: \_\_\_\_\_

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 1st day of June,  
2021, 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: Replace fixtures in staff restrooms (as per estimate)  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Location that work is to be performed  
at: Oregon Trail Elementary School, 660 Park Ave.  
\_\_\_\_\_
2. The Owner hereby agrees to pay the Contractor, for the aforesaid materials and labor, the sum of \$9,894.47. 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 July, 2021.
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.

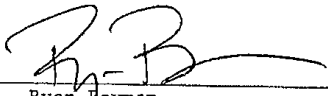
16. Neither the Owner nor Contractor shall have the right to assign any rights or interest occurring under this agreement without the written consent of the other, nor shall the Contractor assign any sums due, or to become due, to him under the provisions of this agreement.

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

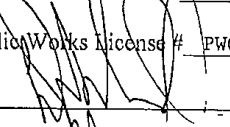
18. Attorney's fees and court costs shall be paid by the defendant in the event that judgment must be, and is, obtained to enforce this agreement or any breach thereof.

**OWNER:**

Twin Falls School District

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

**CONTRACTOR:**

Evans Plumbing, Inc.  
Contractor's License # MLB-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 3rd day of June,  
2021, 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 existing cast iron in boys bathroom and install pvc. Includes  
roughing in the water lines as well (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 \$8,824.42. 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 July, 2021.
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.

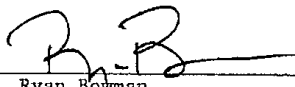
16. Neither the Owner nor Contractor shall have the right to assign any rights or interest occurring under this agreement without the written consent of the other, nor shall the Contractor assign any sums due, or to become due, to him under the provisions of this agreement.

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

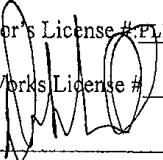
18. Attorney's fees and court costs shall be paid by the defendant in the event that judgment must be, and is, obtained to enforce this agreement or any breach thereof.

**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 3rd day of June,  
20 21, 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 existing cast iron in girls bathroom & install PVC. Includes  
roughing in water lines as well (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 \$8,824.42. 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 July, 20 21.
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.

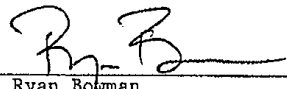
16. Neither the Owner nor Contractor shall have the right to assign any rights or interest occurring under this agreement without the written consent of the other, nor shall the Contractor assign any sums due, or to become due, to him under the provisions of this agreement.

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

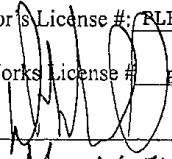
18. Attorney's fees and court costs shall be paid by the defendant in the event that judgment must be, and is, obtained to enforce this agreement or any breach thereof.

**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 3rd day of June,  
2021, 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 existing partitions in girls bathroom & install new  
partitions (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 \$8,957.13. 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 July, 2021.
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

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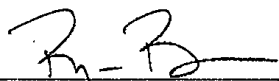
16. Neither the Owner nor Contractor shall have the right to assign any rights or interest occurring under this agreement without the written consent of the other, nor shall the Contractor assign any sums due, or to become due, to him under the provisions of this agreement.

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

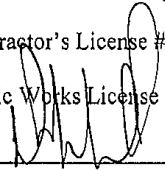
18. Attorney's fees and court costs shall be paid by the defendant in the event that judgment must be, and is, obtained to enforce this agreement or any breach thereof.

**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 3rd day of June,  
2021, 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 existing fixtures in boys bathroom & install new fixtures  
(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 \$8,424.93. 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 July, 2021.
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

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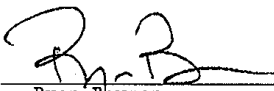
16. Neither the Owner nor Contractor shall have the right to assign any rights or interest occurring under this agreement without the written consent of the other, nor shall the Contractor assign any sums due, or to become due, to him under the provisions of this agreement.

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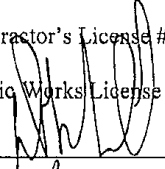
18. Attorney's fees and court costs shall be paid by the defendant in the event that judgment must be, and is, obtained to enforce this agreement or any breach thereof.

**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 3rd day of June, 20 21, 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 existing sinks and toilets in girls bathroom & install  
new fixtures (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 \$8,276.75. 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 July, 20 21.
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

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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

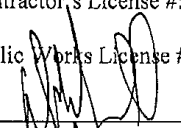
Title: Director of Operations & Technology Education

**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 3rd day of June,  
2021, 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 existing partitions in boys bathroom & supply and install  
new partitions (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 \$4,638.19. 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 July, 2021.
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.

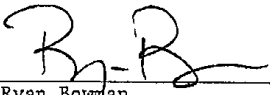
16. Neither the Owner nor Contractor shall have the right to assign any rights or interest occurring under this agreement without the written consent of the other, nor shall the Contractor assign any sums due, or to become due, to him under the provisions of this agreement.

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

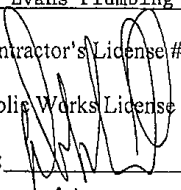
18. Attorney's fees and court costs shall be paid by the defendant in the event that judgment must be, and is, obtained to enforce this agreement or any breach thereof.

**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 3rd day of June, 20 21, 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: Replace all fixtures with new supply stops (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 \$5,405.34. 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 July, 20 21.
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.

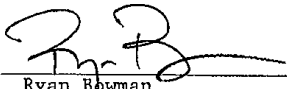
7. The Owner, Owner's representative and public authorities shall at all times have access to the work.
8. The Contractor agrees to re-execute any work which does not conform to the drawings (if required) and specifications, warrants the work performed, and agrees to remedy any defects resulting, from 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.

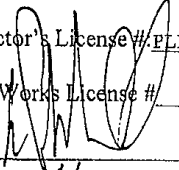
16. Neither the Owner nor Contractor shall have the right to assign any rights or interest occurring under this agreement without the written consent of the other, nor shall the Contractor assign any sums due, or to become due, to him under the provisions of this agreement.
17. This agreement shall be 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 # FLB-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 3rd day of June, 2021, 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: Remove plumbing & equipment from kitchen as needed to allow for  
replacement of flooring. Replace mop sink and trap. Reinstall equipment  
& hook up plumbing after flooring is complete (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 \$6,600.00. 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 July, 2021.
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.

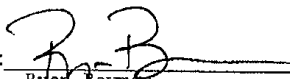
16. Neither the Owner nor Contractor shall have the right to assign any rights or interest occurring under this agreement without the written consent of the other, nor shall the Contractor assign any sums due, or to become due, to him under the provisions of this agreement.

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

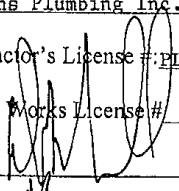
18. Attorney's fees and court costs shall be paid by the defendant in the event that judgment must be, and is, obtained to enforce this agreement or any breach thereof.

**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 3rd day of June, 20 21, by and between Twin Falls School District, hereafter called Owner, and Evan's 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 partition wall and install new partition walls 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 \$5,571.87. 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 July, 20 21.
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

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.

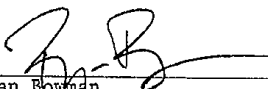
16. Neither the Owner nor Contractor shall have the right to assign any rights or interest occurring under this agreement without the written consent of the other, nor shall the Contractor assign any sums due, or to become due, to him under the provisions of this agreement.

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

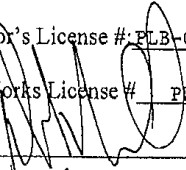
18. Attorney's fees and court costs shall be paid by the defendant in the event that judgment must be, and is, obtained to enforce this agreement or any breach thereof.

**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 28<sup>th</sup> day of July, 2021, by and between Twin Falls School District, hereafter called Owner, and Evan's 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: Search building for leaks. Smoke test girls' plumbing drains.
2. Location that work is to be performed at: Bickel Elementary School
3. The Owner hereby agrees to pay the Contractor, for the aforesaid materials and labor, the sum of \$1,405.00. 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.
4. The Contractor agrees that the entire above-described work shall be completed no later than the 24<sup>th</sup> day of August, 2021.
5. 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.
6. In the prosecution of the work, the Contractor shall employ a sufficient number of workers skilled in the trade to suitably perform the work.
7. 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.
8. The Owner, Owner's representative and public authorities shall at all times have access to the work.

9. 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.
10. 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.
11. Contractor must obtain all necessary permits and licenses required by the local municipal/county government to do the work.
12. 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.
13. In the event the work is delayed due to neglect of the Contractor, the Contractor agrees to pay the owner the sum of \$100per day as liquidated damages until such time as the work is completed.
14. 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.
15. 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.
16. 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.
17. 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.

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

19. 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: 

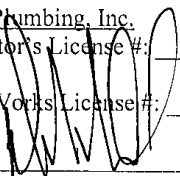
Title: Director of Educational Technology and Operations

**CONTRACTOR:**

Evan's Plumbing, Inc.

Contractor's License #: \_\_\_\_\_

Public Works License #: \_\_\_\_\_

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 2<sup>nd</sup> day of August, 2021, 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: New grease trap installed on two compartment sinks
2. Location that work is to be performed at: Robert Stuart Middle School
3. The Owner hereby agrees to pay the Contractor, for the aforesaid materials and labor, the sum of \$1,536.50. 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.
4. The Contractor agrees that the entire above-described work shall be completed no later than the 2<sup>nd</sup> day of August, 2021.
5. 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.
6. In the prosecution of the work, the Contractor shall employ a sufficient number of workers skilled in the trade to suitably perform the work.
7. 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.
8. The Owner, Owner's representative and public authorities shall at all times have access to the work.

9. 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.
10. 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.
11. Contractor must obtain all necessary permits and licenses required by the local municipal/county government to do the work.
12. 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.
13. In the event the work is delayed due to neglect of the Contractor, the Contractor agrees to pay the owner the sum of \$100 per day as liquidated damages until such time as the work is completed.
14. 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.
15. 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.
16. 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.
17. 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

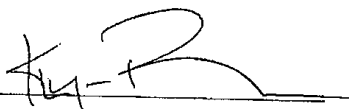
Contractor assign any sums due, or to become due, to him under the provisions of this agreement.

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

19. 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: 

Title: Director of Educational Technology and Operations

**CONTRACTOR:**

Evans Plumbing, Inc.

Contractor's License #: \_\_\_\_\_

Public Works License #: \_\_\_\_\_

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 28th day of August, 2021, 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: Tie into sewer and replace through wall out side and install new clean out, and rough in for bathroom.
2. Location that work is to be performed at: School Maint. Dept.
3. The Owner hereby agrees to pay the Contractor, for the aforesaid materials and labor, the sum of \$3,105.47. 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.
4. The Contractor agrees that the entire above-described work shall be completed no later than the 9<sup>th</sup> day of September, 2021.
5. 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.
6. In the prosecution of the work, the Contractor shall employ a sufficient number of workers skilled in the trade to suitably perform the work.
7. 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.
8. The Owner, Owner's representative and public authorities shall at all times have access to the work.

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 28th day of August, 2021, 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: Tie into sewer and replace through wall out side and install new clean out, and rough in for bathroom.
2. Location that work is to be performed at: School Maint. Dept.
3. The Owner hereby agrees to pay the Contractor, for the aforesaid materials and labor, the sum of \$3,105.47. 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.
4. The Contractor agrees that the entire above-described work shall be completed no later than the 9<sup>th</sup> day of September, 2021.
5. 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.
6. In the prosecution of the work, the Contractor shall employ a sufficient number of workers skilled in the trade to suitably perform the work.
7. 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.
8. The Owner, Owner's representative and public authorities shall at all times have access to the work.

9. 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.
10. 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.
11. Contractor must obtain all necessary permits and licenses required by the local municipal/county government to do the work.
12. 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.
13. In the event the work is delayed due to neglect of the Contractor, the Contractor agrees to pay the owner the sum of \$100 per day as liquidated damages until such time as the work is completed.
14. 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.
15. 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.
16. 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.

17. 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.

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

19. 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: 

Title: Director of Educational Technology and Operations

**CONTRACTOR:**

Evans Plumbing, Inc.

Contractor's License #: \_\_\_\_\_

Public Works License #: \_\_\_\_\_

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 5<sup>th</sup> day of August, 2021, 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: Re-pipe cast iron. Remove ceiling tiles and remove 3 inch and 2 inch cast iron with assorted fittings. Supply/install new 3 inch and 2 inch PVC DWV. Clean up.
2. Location that work is to be performed at: L.B. Perrine Elementary School
3. The Owner hereby agrees to pay the Contractor, for the aforesaid materials and labor, the sum of \$1,618.18. 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.
4. The Contractor agrees that the entire above-described work shall be completed no later than the 31<sup>st</sup> day of August, 2021.
5. 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.
6. In the prosecution of the work, the Contractor shall employ a sufficient number of workers skilled in the trade to suitably perform the work.
7. 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.



8. The Owner, Owner's representative and public authorities shall at all times have access to the work.
9. 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.
10. 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.
11. Contractor must obtain all necessary permits and licenses required by the local municipal/county government to do the work.
12. 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.
13. In the event the work is delayed due to neglect of the Contractor, the Contractor agrees to pay the owner the sum of \$100 per day as liquidated damages until such time as the work is completed.
14. 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.
15. 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.
16. 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.


17. 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.

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

19. 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: 

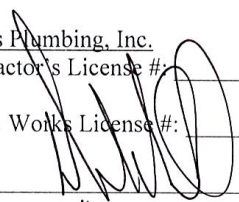
Title: Director of Educational Technology and Operations

**CONTRACTOR:**

Evan's Plumbing, Inc.

Contractor's License #: \_\_\_\_\_

Public Works License #: \_\_\_\_\_

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 18th day of August, 2021, 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: Sprinker pipe repair and test.
2. Location that work is to be performed at: Twin Falls High School
3. The Owner hereby agrees to pay the Contractor, for the aforesaid materials and labor, the sum of \$1,884.28; 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.
4. The Contractor agrees that the entire above-described work shall be completed no later than the 20<sup>th</sup> day of August, 2021.
5. 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.
6. In the prosecution of the work, the Contractor shall employ a sufficient number of workers skilled in the trade to suitably perform the work.
7. 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.
8. The Owner, Owner's representative and public authorities shall at all times have access to the work.

9. 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.
10. 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.
11. Contractor must obtain all necessary permits and licenses required by the local municipal/county government to do the work.
12. 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.
13. In the event the work is delayed due to neglect of the Contractor, the Contractor agrees to pay the owner the sum of \$100 per day as liquidated damages until such time as the work is completed.
14. 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.
15. 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.
16. 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.
17. 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.

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

19. 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: 

Title: Director of Educational Technology and Operations

**CONTRACTOR:**

Evans Plumbing, Inc.  
Contractor's License #: \_\_\_\_\_

Public Works License #: \_\_\_\_\_

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

GENERAL CONTRACT

This contract is hereby made and entered into this 1st day of June, 2021, by and between Twin Falls School District, hereafter called Owner, and Gary Hansen Painting, 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: Power wash exterior, fill cracks with caulk, painting 2 coats acrylic paint using Rodda cover coat on block--area of work includes north, west & east walls (as per estimate)
- Location that work is to be performed  
at: Oregon Trail Elementary School, 660 Park Ave.
2. The Owner hereby agrees to pay the Contractor, for the aforesaid materials and labor, the sum of \$22,575.00. 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 July, 2021.  
13th A.R. August
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.

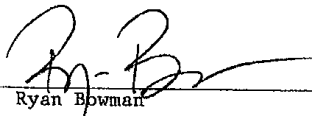
7. The Owner, Owner's representative and public authorities shall at all times have access to the work.
8. The Contractor agrees to re-execute any work which does not conform to the drawings (if required) and specifications, warrants the work performed, and agrees to remedy any defects resulting, from 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. The Contractor must furnish to the Owner a performance and payment bond each for 85% of the contracted amount to be executed by a surety company duly authorized to do business in this state prior to any work being started on the project.
12. 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.
13. In the event the work is delayed due to neglect of the Contractor, the Contractor agrees to pay the owner the sum of \$500.00 per day as liquidated damages until such time as the work is completed.
14. 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.
15. 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.

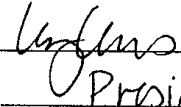
16. The Owner shall have the right to inspect all work performed under this contract. All work that needs to be inspected or tested and certified by an engineer as a condition of any government departments or other state agency, or inspected and certified by the local health officer, shall be done at 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.
17. 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.
18. This agreement shall be interpreted under the laws of the State of Idaho.
19. 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:**

Gary Hansen Painting, Inc.  
Contractor's License #: RCE-1289  
Public Works License # 11111-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 16<sup>th</sup> day of July, 2021, by and between Twin Falls School District, hereafter called Owner, and J & R Asphalt, 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 (cut, remove, replace 900 SF). This includes the mobilization of equipment to and from job site.
2. Location that work is to be performed at: O'Leary Middle School
3. The Owner hereby agrees to pay the Contractor, for the aforesaid materials and labor, the sum of \$5,900.00. 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.
4. The Contractor agrees that the entire above-described work shall be completed no later than the 2<sup>nd</sup> day of August 2021.
5. 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.
6. In the prosecution of the work, the Contractor shall employ a sufficient number of workers skilled in the trade to suitably perform the work.
7. 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.
8. The Owner, Owner's representative and public authorities shall at all times have access to the work.

9. 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.
10. 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.
11. Contractor must obtain all necessary permits and licenses required by the local municipal/county government to do the work.
12. 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.
13. In the event the work is delayed due to neglect of the Contractor, the Contractor agrees to pay the owner the sum of \$100 per day as liquidated damages until such time as the work is completed.
14. 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.
15. 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.
16. 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.

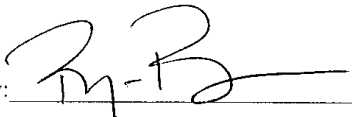
17. Neither the Owner nor Contractor shall have the right to assign any rights or interest occurring under this agreement without the written consent of the other, nor shall the Contractor assign any sums due, or to become due, to him under the provisions of this agreement.

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

19. 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.

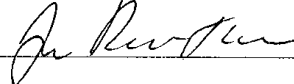
**OWNER:**

Twin Falls School District

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

Title: Director of Educational Technology and Operations

**CONTRACTOR:**

\_\_\_\_\_

Contractor's License #: \_\_\_\_\_

Public Works License # \_\_\_\_\_

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 June, 2021, 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 1440 SF of asphalt. This includes the mobilization of equipment.  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Location that work is to be performed  
at: Twin Falls High School 1615 Filer Ave. East
2. The Owner hereby agrees to pay the Contractor, for the aforesaid materials and labor, the sum of \$7,412.00. 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 2nd day of August, 2021.
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

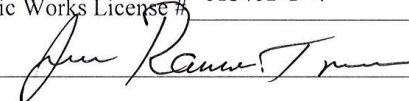
Title: Director of Operations and Technology Education

**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 June,  
20 21, 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 2040 SF of asphalt. This includes the mobilization of equipment.  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Location that work is to be performed  
at: Twin Falls High School 1615 Filer Ave E (South Parking Lot).
2. The Owner hereby agrees to pay the Contractor, for the aforesaid materials and labor, the sum of \$9,792.00. 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 2nd day of August, 20 21.
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

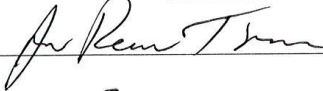
Title: Director of Operations and Technology Education

**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 June,  
2021, 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: Remove old asphalt and grass. Place gravel and compact, 893 SF.  
Furnish, place, and compact 2', 5 of hot mix and asphalt for Modular 1.  
\_\_\_\_\_  
\_\_\_\_\_  
Location that work is to be performed  
at: O'Leary Middle School 2350 Elizabeth Blvd.  
\_\_\_\_\_
2. The Owner hereby agrees to pay the Contractor, for the aforesaid materials and labor, the sum of \$4,688.25. 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 2nd day of August, 2021.
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 and 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 29<sup>th</sup> day of June, 2021, 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 168 sq feet of asphalt, 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 \$1,428.00. 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 2<sup>nd</sup> day of August, 2021.
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

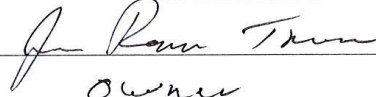
Title: Director of Operations and Technology Education

**CONTRACTOR:**

J & R asphalt Maintenance, Inc.

Contractor's License #: #RCT-13953

Public Works License # 013402-D-4

By:   
Owner

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 June, 2021, 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: Remove 1190 SF of old asphalt and grass. Place gravel and compact. Furnish and place and compact 2', 5 of hot mix asphalt. This includes the mobilization of equipment.  
\_\_\_\_\_  
\_\_\_\_\_  
Location that work is to be performed  
at: O'Leary Middle School 2350 Elizabeth Blvd.  
\_\_\_\_\_
2. The Owner hereby agrees to pay the Contractor, for the aforesaid materials and labor, the sum of \$6,747.50. 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 2nd day of August, 2021.
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

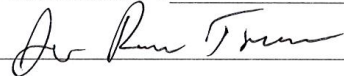
Title: Director of Operations and Technology Education

**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 16<sup>th</sup> day of July, 2021, by and between Twin Falls School District, hereafter called Owner, and J & R Asphalt, 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 (cut, remove, replace 1237 SF). This includes the mobilization of equipment to and from job site.
2. Location that work is to be performed at: O'Leary Middle School
3. The Owner hereby agrees to pay the Contractor, for the aforesaid materials and labor, the sum of \$7,422.00. 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.
4. The Contractor agrees that the entire above-described work shall be completed no later than the 2<sup>nd</sup> day of August 2021.
5. 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.
6. In the prosecution of the work, the Contractor shall employ a sufficient number of workers skilled in the trade to suitably perform the work.
7. 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.
8. The Owner, Owner's representative and public authorities shall at all times have access to the work.

9. 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.
10. 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.
11. Contractor must obtain all necessary permits and licenses required by the local municipal/county government to do the work.
12. 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.
13. In the event the work is delayed due to neglect of the Contractor, the Contractor agrees to pay the owner the sum of \$100per day as liquidated damages until such time as the work is completed.
14. 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.
15. 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.
16. 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.

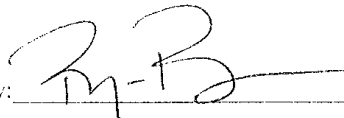
17. Neither the Owner nor Contractor shall have the right to assign any rights or interest occurring under this agreement without the written consent of the other, nor shall the Contractor assign any sums due, or to become due, to him under the provisions of this agreement.

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

19. 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.

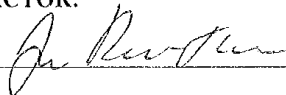
**OWNER:**

Twin Falls School District

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

Title: Director of Educational Technology and Operations

**CONTRACTOR:**

\_\_\_\_\_

Contractor's License #: \_\_\_\_\_

Public Works License # \_\_\_\_\_

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 21<sup>st</sup> day of September, 2021, by and between Twin Falls School District, hereafter called Owner, and NuVu 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: Install CRL Adapter for a 5" Hole and 115V AC Standard Electronic Communicator Level 1 Bullet Resistant. Labor.
2. Location that work is to be performed at: Morningside Elementary School
3. The Owner hereby agrees to pay the Contractor, for the aforesaid materials and labor, the sum of \$2,962.23. 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.
4. The Contractor agrees that the entire above-described work shall be completed ~~no later than the 31<sup>st</sup> day of October, 2021.~~  
- TO BE ANNOUNCED -
5. 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.
6. In the prosecution of the work, the Contractor shall employ a sufficient number of workers skilled in the trade to suitably perform the work.
7. 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.
8. The Owner, Owner's representative and public authorities shall at all times have access to the work.

9. 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.
10. 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.
11. Contractor must obtain all necessary permits and licenses required by the local municipal/county government to do the work.
12. 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.
- ~~13. In the event the work is delayed due to neglect of the Contractor, the Contractor agrees to pay the owner the sum of \$100 per day as liquidated damages until such time as the work is completed.~~
14. 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.
15. 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.
16. 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.

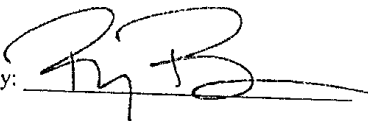
17. Neither the Owner nor Contractor shall have the right to assign any rights or interest occurring under this agreement without the written consent of the other, nor shall the Contractor assign any sums due, or to become due, to him under the provisions of this agreement.

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

19. 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: 

Title: Director of Educational Technology and Operations

**CONTRACTOR:**

NU-VU Glass

Contractor's License #: RCE - 7092

Public Works License #: PWC-C-10924-A-4

By: 

Title: Vice 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 7th day of June, 2021, by and between Twin Falls School District, hereafter called Owner, and Petruzzi 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: Dig down beside (2) existing pole bases in the landscape island & intercept the conduit & wiring and set a ground j-box & extend a conduit out to the ends of the island & set a new 24" concrete pole base. The existing pole bases will be covered up with landscaping materials. Supply & install (2) new 25-ft. poles with (2) LED heads on new pole bases (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 \$9,987.00. 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 July, 2021.
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.

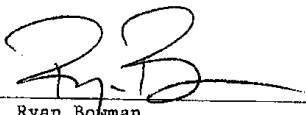
16. Neither the Owner nor Contractor shall have the right to assign any rights or interest occurring under this agreement without the written consent of the other, nor shall the Contractor assign any sums due, or to become due, to him under the provisions of this agreement.

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

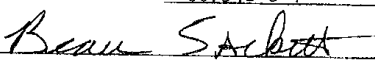
18. Attorney's fees and court costs shall be paid by the defendant in the event that judgment must be, and is, obtained to enforce this agreement or any breach thereof.

**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

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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 7th day of June, 2021, 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: Take down (1) existing light pole on southwest side of school.  
Saw cut the asphalt around the pole base and dig down & around the base  
& remove it & set a new 24" concrete pole base in the same place. Supply  
& install (1) new 25-ft. pole with (2) LED heads on the new pole base  
(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 \$9,627.00. 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 July, 2021.
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.

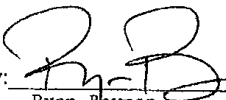
16. Neither the Owner nor Contractor shall have the right to assign any rights or interest occurring under this agreement without the written consent of the other, nor shall the Contractor assign any sums due, or to become due, to him under the provisions of this agreement.

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

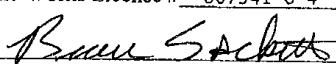
18. Attorney's fees and court costs shall be paid by the defendant in the event that judgment must be, and is, obtained to enforce this agreement or any breach thereof.

**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 28<sup>th</sup> day of July, 2021, 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: Installing dedicated 120-volt circuits on the stage and in the copier room.
2. Location that work is to be performed at: Bickel Elementary School
3. The Owner hereby agrees to pay the Contractor, for the aforesaid materials and labor, the sum of \$2,989.00. 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.
4. The Contractor agrees that the entire above-described work shall be completed no later than the 20<sup>th</sup> day of August, 2021.
5. 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.
6. In the prosecution of the work, the Contractor shall employ a sufficient number of workers skilled in the trade to suitably perform the work.
7. 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.
8. The Owner, Owner's representative and public authorities shall at all times have access to the work.

9. 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.
10. 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.
11. Contractor must obtain all necessary permits and licenses required by the local municipal/county government to do the work.
12. 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.
13. In the event the work is delayed due to neglect of the Contractor, the Contractor agrees to pay the owner the sum of \$100 per day as liquidated damages until such time as the work is completed.
14. 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.
15. 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.
16. 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.
17. 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



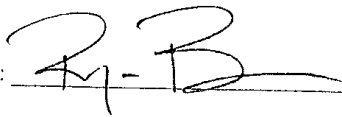
Contractor assign any sums due, or to become due, to him under the provisions of this agreement.

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

19. 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: 

Title: Director of Educational Technology and Operations

**CONTRACTOR:**

Petruzzelli Electric

Contractor's License #: EIE-G23255

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 9<sup>th</sup> day of August, 2021, by and between Twin Falls School District, hereafter called Owner, and Petruzzelli, 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: Wire in new dishwasher in cafeteria kitchen. Provide and install 70 amp breaker and check disposal for direction. Journeyman and Apprentice Electrician labor. Job materials.
2. Location that work is to be performed at: Harrison Elementary School
3. The Owner hereby agrees to pay the Contractor, for the aforesaid materials and labor, the sum of \$1,317.00. 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.
4. The Contractor agrees that the entire above-described work shall be completed no later than the 9<sup>th</sup> day of August, 2021.
5. 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.
6. In the prosecution of the work, the Contractor shall employ a sufficient number of workers skilled in the trade to suitably perform the work.
7. 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.
8. The Owner, Owner's representative and public authorities shall at all times have access to the work.

9. 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.
10. 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.
11. Contractor must obtain all necessary permits and licenses required by the local municipal/county government to do the work.
12. 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.
13. In the event the work is delayed due to neglect of the Contractor, the Contractor agrees to pay the owner the sum of \$100 per day as liquidated damages until such time as the work is completed.
14. 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.
15. 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.
16. 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.

17. 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.

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

19. 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: 


Title: Director of Educational Technology and Operations

**CONTRACTOR:**

Petruzzelli Electric

Contractor's License #: \_\_\_\_\_

Public Works License #: \_\_\_\_\_

By: 

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 18th day of May,  
2021, by and between Twin Falls School District, hereafter  
called Owner, and Pinnacle Technologies, 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: Annual NFPA 72 Inspections at 20 locations  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Location that work is to be performed  
at: 20 District Locations  
\_\_\_\_\_
2. The Owner hereby agrees to pay the Contractor, for the aforesaid materials and labor, the sum of \$11,085.00. 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 N/A day of N/A, 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 N/A per N/A 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.

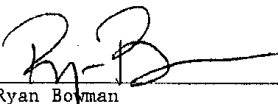
16. Neither the Owner nor Contractor shall have the right to assign any rights or interest occurring under this agreement without the written consent of the other, nor shall the Contractor assign any sums due, or to become due, to him under the provisions of this agreement.

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

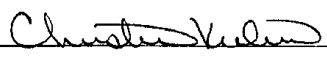
18. Attorney's fees and court costs shall be paid by the defendant in the event that judgment must be, and is, obtained to enforce this agreement or any breach thereof.

**OWNER:**

Twin Falls School District

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

**CONTRACTOR:**

Pinnacle Technologies  
Contractor's License #: 009285  
Public Works License # 012998-D-4  
By:   
Title: managing member

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

**SERVICES CONTRACT**

This contract is hereby made and entered into this 18th day of May,  
2021, by and between Twin Falls School District, hereafter  
called Owner, and Pinnacle Technologies 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: Annual fire alarm cellular monitoring at 19 locations  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Location that work is to be performed  
at: 19 District Locations  
\_\_\_\_\_
2. The Owner hereby agrees to pay the Contractor, for the aforesaid materials and labor, the  
sum of \$7,182.00. 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 N/A day of N/A, 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 N/A per N/A 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.

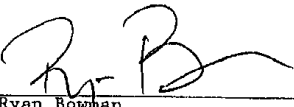
16. Neither the Owner nor Contractor shall have the right to assign any rights or interest occurring under this agreement without the written consent of the other, nor shall the Contractor assign any sums due, or to become due, to him under the provisions of this agreement.

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

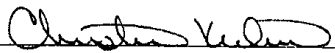
18. Attorney's fees and court costs shall be paid by the defendant in the event that judgment must be, and is, obtained to enforce this agreement or any breach thereof.

**OWNER:**

Twin Falls School District

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

**CONTRACTOR:**

Pinnacle Technologies  
Contractor's License #: 009285  
Public Works License # 012998-D-4  
By:   
Title: Managing 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 18th day of May, 2021, by and between Twin Falls School District, hereafter called Owner, and Pinnacle Technologies, 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: Annual elevator monitoring at 8 locations  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Location that work is to be performed  
at: 8 District Locations  
\_\_\_\_\_
2. The Owner hereby agrees to pay the Contractor, for the aforesaid materials and labor, the sum of \$3,840.00. 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 N/A day of N/A, 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     N/A     per     N/A     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.

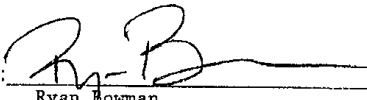
16. Neither the Owner nor Contractor shall have the right to assign any rights or interest occurring under this agreement without the written consent of the other, nor shall the Contractor assign any sums due, or to become due, to him under the provisions of this agreement.

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

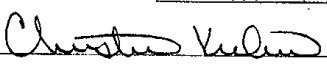
18. Attorney's fees and court costs shall be paid by the defendant in the event that judgment must be, and is, obtained to enforce this agreement or any breach thereof.

**OWNER:**

Twin Falls School District

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

**CONTRACTOR:**

Pinnacle Technologies  
Contractor's License #: 009285  
Public Works License # 012998-D-4  
By:   
Title: Managing 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 18th day of May,  
2021, by and between Twin Falls School District, hereafter  
called Owner, and Pinnacle Technologies, 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: Annual security system monitoring at 6 locations  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Location that work is to be performed  
at: 6 District Locations  
\_\_\_\_\_
2. The Owner hereby agrees to pay the Contractor, for the aforesaid materials and labor, the sum of \$1,512.00. 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 N/A day of N/A, 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 N/A per N/A 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.

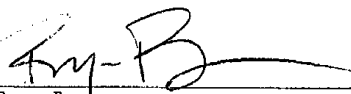
16. Neither the Owner nor Contractor shall have the right to assign any rights or interest occurring under this agreement without the written consent of the other, nor shall the Contractor assign any sums due, or to become due, to him under the provisions of this agreement.

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

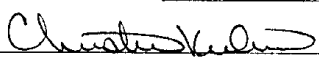
18. Attorney's fees and court costs shall be paid by the defendant in the event that judgment must be, and is, obtained to enforce this agreement or any breach thereof.

**OWNER:**

Twin Falls School District

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

**CONTRACTOR:**

Pinnacle Technologies  
Contractor's License #: 009285  
Public Works License # 012998-D-4  
By:   
Title: Managing member



## 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 24th day of June,  
20 21, 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: Replace 7.5 ton RTU at District office (as per estimate)  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Location that work is to be performed  
at: Twin Falls School District Admin. Building, 201 Main Ave. W.
2. The Owner hereby agrees to pay the Contractor, for the aforesaid materials and labor, the  
sum of \$9,032.61. 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 8th day of July, 20 21.
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.

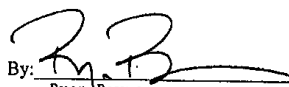
16. Neither the Owner nor Contractor shall have the right to assign any rights or interest occurring under this agreement without the written consent of the other, nor shall the Contractor assign any sums due, or to become due, to him under the provisions of this agreement.

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

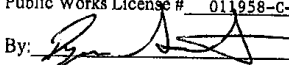
18. Attorney's fees and court costs shall be paid by the defendant in the event that judgment must be, and is, obtained to enforce this agreement or any breach thereof.

**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 24th day of June,  
20 21, 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: Curb adapter, crane & labor to replace AC unit at District  
office (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 \$3,499.00. 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 8th day of July, 20 21.
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.

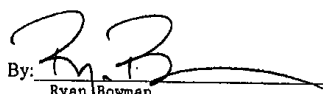
16. Neither the Owner nor Contractor shall have the right to assign any rights or interest occurring under this agreement without the written consent of the other, nor shall the Contractor assign any sums due, or to become due, to him under the provisions of this agreement.

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

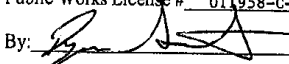
18. Attorney's fees and court costs shall be paid by the defendant in the event that judgment must be, and is, obtained to enforce this agreement or any breach thereof.

**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 15th day of June, 2021, 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: Install diamond plate floor in Walk-in cooler (as per estimate)  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Location that work is to be performed  
at: Twin Falls High School, 1615 Filer Ave. E. (Food Service)
2. The Owner hereby agrees to pay the Contractor, for the aforesaid materials and labor, the sum of \$2,735.00. 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 2nd day of July, 2021.
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.

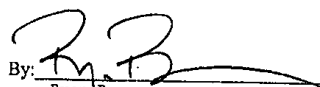
7. The Owner, Owner's representative and public authorities shall at all times have access to the work.
8. The Contractor agrees to re-execute any work which does not conform to the drawings (if required) and specifications, warrants the work performed, and agrees to remedy any defects resulting, from 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



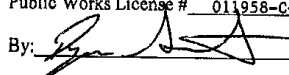
any government departments or other state agency, or inspected and certified by the local health officer, shall be done at each necessary stage of the project and before further work can continue. All inspection and certification (if required) will be done at the Owner's expense.

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

**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 15th day of June,  
20 21, 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: Install diamond plate floor in walk-in cooler (as per estimate)  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Location that work is to be performed  
at: O'Leary Middle School, 2350 Elizabeth Blvd. (Food Service)
2. The Owner hereby agrees to pay the Contractor, for the aforesaid materials and labor, the  
sum of \$3,185.00. 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 2nd day of July, 20 21.
4. The Contractor agrees to provide and pay for all materials, tools and equipment required  
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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

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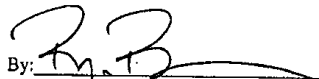
16. Neither the Owner nor Contractor shall have the right to assign any rights or interest occurring under this agreement without the written consent of the other, nor shall the Contractor assign any sums due, or to become due, to him under the provisions of this agreement.

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

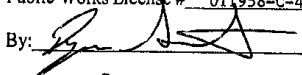
18. Attorney's fees and court costs shall be paid by the defendant in the event that judgment must be, and is, obtained to enforce this agreement or any breach thereof.

**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 24th day of June,  
20 21, 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: Replace 7.5 ton RTU at District office (as per estimate)  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Location that work is to be performed  
at: Twin Falls School District Admin. Building, 201 Main Ave. W.
2. The Owner hereby agrees to pay the Contractor, for the aforesaid materials and labor, the  
sum of \$9,032.61. 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 8th day of July, 20 21.
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.

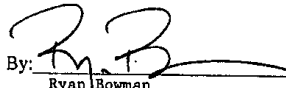
16. Neither the Owner nor Contractor shall have the right to assign any rights or interest occurring under this agreement without the written consent of the other, nor shall the Contractor assign any sums due, or to become due, to him under the provisions of this agreement.

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

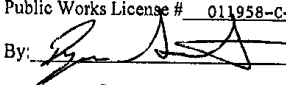
18. Attorney's fees and court costs shall be paid by the defendant in the event that judgment must be, and is, obtained to enforce this agreement or any breach thereof.

**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 16<sup>th</sup> day of July, 2021, 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: Replace 5 evap coolers and stats
2. Location that work is to be performed at: Lincoln Elementary
3. The Owner hereby agrees to pay the Contractor, for the aforesaid materials and labor, the sum of \$8,835.00. 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.
4. The Contractor agrees that the entire above-described work shall be completed no later than the 15th day of August 2021.
5. 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.
6. In the prosecution of the work, the Contractor shall employ a sufficient number of workers skilled in the trade to suitably perform the work.
7. 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.
8. The Owner, Owner's representative and public authorities shall at all times have access to the work.



9. 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.
10. 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.
11. Contractor must obtain all necessary permits and licenses required by the local municipal/county government to do the work.
12. 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.
13. In the event the work is delayed due to neglect of the Contractor, the Contractor agrees to pay the owner the sum of \$100 per day as liquidated damages until such time as the work is completed.
14. 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.
15. 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.
16. 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.

17. 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.

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

19. 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: 

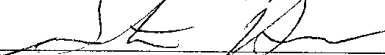
Title: Director of Operations and Technology Education

**CONTRACTOR:**



Contractor's License #: 011248

Public Works License # 011958-C-4

By: 

Title: Service Manager

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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 16<sup>th</sup> day of July, 2021, 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: Replace 5 evap coolers and stats
2. Location that work is to be performed at: Lincoln Elementary
3. The Owner hereby agrees to pay the Contractor, for the aforesaid materials and labor, the sum of \$8,835.00. 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.
4. The Contractor agrees that the entire above-described work shall be completed no later than the 15<sup>th</sup> day of August, 2021.
5. 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.
6. In the prosecution of the work, the Contractor shall employ a sufficient number of workers skilled in the trade to suitably perform the work.
7. 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.

8. The Owner, Owner's representative and public authorities shall at all times have access to the work.
9. 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.
10. 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.
11. Contractor must obtain all necessary permits and licenses required by the local municipal/county government to do the work.
12. 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.
13. In the event the work is delayed due to neglect of the Contractor, the Contractor agrees to pay the owner the sum of \$100 per day as liquidated damages until such time as the work is completed.
14. 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.
15. 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.
16. 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.


17. 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.

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

19. 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: \_\_\_\_\_

Title: Director of Educational Technology and Operations

**CONTRACTOR:**

\_\_\_\_\_

Contractor's License #: 011248

Public Works License # 011958-C-4

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

Title: Service 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 4<sup>th</sup> day of August, 2021, 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 G109 A/C unit.
2. Location that work is to be performed at: Canyon Ridge High School
3. The Owner hereby agrees to pay the Contractor, for the aforesaid materials and labor, the sum of \$1122.00. 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.
4. The Contractor agrees that the entire above-described work shall be completed no later than the 20<sup>th</sup> day of August, 2021.
5. 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.
6. In the prosecution of the work, the Contractor shall employ a sufficient number of workers skilled in the trade to suitably perform the work.
7. 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.
8. The Owner, Owner's representative and public authorities shall at all times have access to the work.

9. 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.
10. 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.
11. Contractor must obtain all necessary permits and licenses required by the local municipal/county government to do the work.
12. 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.
13. In the event the work is delayed due to neglect of the Contractor, the Contractor agrees to pay the owner the sum of \$100 per days liquidated damages until such time as the work is completed.
14. 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.
15. 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.
16. 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.
17. 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.

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

19. 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: 

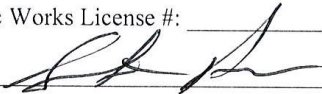
Title: Director of Educational Technology and Operations

**CONTRACTOR:**

Rock Creek Refrigeration

Contractor's License #: \_\_\_\_\_

Public Works License #: \_\_\_\_\_

By: 

Title: Santa Mager



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 9<sup>th</sup> day of August, 2021, 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 leak on East Air handler for Roper Auditorium.
2. Location that work is to be performed at: Twin Falls High School
3. The Owner hereby agrees to pay the Contractor, for the aforesaid materials and labor, the sum of \$1,462.60. 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.
4. The Contractor agrees that the entire above-described work shall be completed no later than the 20<sup>th</sup> day of August, 2021.
5. 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.
6. In the prosecution of the work, the Contractor shall employ a sufficient number of workers skilled in the trade to suitably perform the work.
7. 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.
8. The Owner, Owner's representative and public authorities shall at all times have access to the work.

9. 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.
10. 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.
11. Contractor must obtain all necessary permits and licenses required by the local municipal/county government to do the work.
12. 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.
13. In the event the work is delayed due to neglect of the Contractor, the Contractor agrees to pay the owner the sum of \$100 per day as liquidated damages until such time as the work is completed.
14. 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.
15. 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.
16. 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.
17. 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.

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

19. 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: 

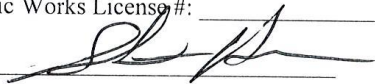
Title: Director of Educational Technology and Operations

**CONTRACTOR:**

Rock Creek Refrigeration

Contractor's License #: \_\_\_\_\_

Public Works License #: \_\_\_\_\_

By: 

Title: Sueva Mayra

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 16<sup>th</sup> day of August, 2021, 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: Estimate to repair steamer at Robert Stuart Middle School. Thermostatic Traps. Labor. Mileage. Freight.
2. Location that work is to be performed at: Robert Stuart Middle School
3. The Owner hereby agrees to pay the Contractor, for the aforesaid materials and labor, the sum of \$1,099.24. 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.
4. The Contractor agrees that the entire above-described work shall be completed no later than the 26<sup>th</sup> day of August, 2021.
5. 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.
6. In the prosecution of the work, the Contractor shall employ a sufficient number of workers skilled in the trade to suitably perform the work.
7. 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.
8. The Owner, Owner's representative and public authorities shall at all times have access to the work.

9. 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.
10. 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.
11. Contractor must obtain all necessary permits and licenses required by the local municipal/county government to do the work.
12. 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.
13. In the event the work is delayed due to neglect of the Contractor, the Contractor agrees to pay the owner the sum of \$100per day as liquidated damages until such time as the work is completed.
14. 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.
15. 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.
16. 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.

17. 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.

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

19. 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: 

Title: Director of Educational Technology and Operations

**CONTRACTOR:**

Rock Creek Refrigeration

Contractor's License #: \_\_\_\_\_

Public Works License #: \_\_\_\_\_

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 25<sup>th</sup> day of August, 2021, 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: Replace Economizer CTRC and Motor
2. Location that work is to be performed at: Canyon Ridge High School
3. The Owner hereby agrees to pay the Contractor, for the aforesaid materials and labor, the sum of \$1,407.35. 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.
4. The Contractor agrees that the entire above-described work shall be completed no later than the 20<sup>th</sup> day of September, 2021.
5. 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.
6. In the prosecution of the work, the Contractor shall employ a sufficient number of workers skilled in the trade to suitably perform the work.
7. 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.
8. The Owner, Owner's representative and public authorities shall at all times have access to the work.



9. 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.
10. 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.
11. Contractor must obtain all necessary permits and licenses required by the local municipal/county government to do the work.
12. 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.
13. In the event the work is delayed due to neglect of the Contractor, the Contractor agrees to pay the owner the sum of \$100 per day as liquidated damages until such time as the work is completed.
14. 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.
15. 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.
16. 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.
17. 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.

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

19. 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: 

Title: Director of Educational Technology and Operations

**CONTRACTOR:**

Rock Creek Refrigeration

Contractor's License #: 032345

Public Works License #: 011958-C-4

By: 

Title: Owner

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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 16<sup>th</sup> day of July, 2021, 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: Replace 5 evap coolers and stats
2. Location that work is to be performed at: Lincoln Elementary
3. The Owner hereby agrees to pay the Contractor, for the aforesaid materials and labor, the sum of \$8,835.00. 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.
4. The Contractor agrees that the entire above-described work shall be completed no later than the 15<sup>th</sup> day of August, 2021.
5. 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.
6. In the prosecution of the work, the Contractor shall employ a sufficient number of workers skilled in the trade to suitably perform the work.
7. 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.

8. The Owner, Owner's representative and public authorities shall at all times have access to the work.
9. 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.
10. 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.
11. Contractor must obtain all necessary permits and licenses required by the local municipal/county government to do the work.
12. 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.
13. In the event the work is delayed due to neglect of the Contractor, the Contractor agrees to pay the owner the sum of \$100 per day as liquidated damages until such time as the work is completed.
14. 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.
15. 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.
16. 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.


17. 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.

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

19. 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: \_\_\_\_\_

Title: Director of Educational Technology and Operations

**CONTRACTOR:**

\_\_\_\_\_

Contractor's License #: 011248

Public Works License # 011958-C-4

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

Title: Service 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 10<sup>th</sup> day of August, 2021, 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 gym A/C
2. Location that work is to be performed at: O'Leary Middle School
3. The Owner hereby agrees to pay the Contractor, for the aforesaid materials and labor, the sum of \$1,394.95. 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.
4. The Contractor agrees that the entire above-described work shall be completed no later than the 20<sup>th</sup> day of August, 2021.
5. 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.
6. In the prosecution of the work, the Contractor shall employ a sufficient number of workers skilled in the trade to suitably perform the work.
7. 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.
8. The Owner, Owner's representative and public authorities shall at all times have access to the work.

9. 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.
10. 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.
11. Contractor must obtain all necessary permits and licenses required by the local municipal/county government to do the work.
12. 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.
13. In the event the work is delayed due to neglect of the Contractor, the Contractor agrees to pay the owner the sum of \$100 per days liquidated damages until such time as the work is completed.
14. 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.
15. 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.
16. 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.
17. 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.

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

19. 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: 

Title: Director of Educational Technology and Operations

**CONTRACTOR:**

Rock Creek Refrigeration

Contractor's License #: \_\_\_\_\_

Public Works License #: \_\_\_\_\_

By: 

Title: Service 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 23<sup>rd</sup> day of September, 2021, 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: Estimate to replace compressor in True 2 Door Cooler.
2. Location that work is to be performed at: Morningside Elementary
3. The Owner hereby agrees to pay the Contractor, for the aforesaid materials and labor, the sum of \$1,208.50. 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.
4. The Contractor agrees that the entire above-described work shall be completed no later than the 31<sup>st</sup> day of October, 2021.
5. 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.
6. In the prosecution of the work, the Contractor shall employ a sufficient number of workers skilled in the trade to suitably perform the work.
7. 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.
8. The Owner, Owner's representative and public authorities shall at all times have access to the work.



9. 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.
10. 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.
11. Contractor must obtain all necessary permits and licenses required by the local municipal/county government to do the work.
12. 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.
13. In the event the work is delayed due to neglect of the Contractor, the Contractor agrees to pay the owner the sum of \$100 per day as liquidated damages until such time as the work is completed.
14. 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.
15. 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.
16. 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.

17. 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.

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

19. 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: 

Title: Director of Educational Technology and Operations

**CONTRACTOR:**

Rock Creek Refrigeration

Contractor's License #: 011248

Public Works License #: 011958-C-4

By: 

Title: OWNER



Soliant®

## CLIENT ASSIGNMENT CONFIRMATION



This Client Assignment Confirmation is entered into on the date first signed below and supplements the Client Services Agreement between Soliant Health, LLC and the Client named below. The Soliant Consultant has been placed with Client and Client will pay Soliant Health for hours worked by Consultant according to the terms outlined in this confirmation.

**ASSIGNMENT DETAILS**

CLIENT NAME: Twin Falls School District

Consultant: Skye Johnson Position: COTA

Assignment Start Date: 08/16/2021 Assignment End Date: 05/19/2022

Bill Rate per hour: \$ 53.00/hr Overtime Bill Rate per hour: \$ 79.50/hr

Minimum Hours: 40 hours per week

Miscellaneous:

Teaching Certification: Teaching certification IS NOT REQUIRED

**DESIGNATED APPROVERS**

District Personnel designated by Client to approve Timesheets. *If not applicable, respond with N/A.*

Name	Title	Phone	Email Address

**Please note:** Sales tax will be added to professional fees if required by state law and client is not a tax-exempt entity.

Client agrees that it will not directly or indirectly, personally or through another agent or agency, contract with or employ Consultant for a period of one year after the latest date of introduction, referral, or completion of the assignment.

All hours are guaranteed if Consultant is quarantined at home due to contracting the COVID - 19 virus while on school site.

Option of virtual services will be offered by Soliant in lieu of onsite services.

All precaution will be taken by the Client to create a safe and healthy environment.

DocuSigned by:  
  
 Client Signature

8/19/2021

Kindel Mason  
 Client Printed Name

Director  
 Client Title

DocuSigned by:  
  
 Soliant Health, LLC Signature

8/19/2021

Blake Christy  
 Soliant Health, LLC Printed Name

Department Manager  
 Soliant Health, LLC Title

**\*Terms and conditions outlined in this Client Assignment Confirmation will be considered agreed upon by all parties unless Soliant is notified of changes by Client within forty-eight (48) hours of client's receipt of this Client Assignment Confirmation.**