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Twin Falls School District
Service Contracts Winter/Spring '22 to '23

Beams Flooring America

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

SERVICES CONTRACT

This contract is hereby made and entered into this 13th day of December, 2022 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, Install Rubber Base.
2. Location that work is to be performed at: Twin Falls School District Maintenance Shop.
3. The Owner hereby agrees to pay the Contractor, for the aforesaid materials and labor, the sum of \$1118.50. 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 27th day of December, 2022.
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 School District
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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

Twin Falls School District
Service Contracts Winter/Spring '22 to '23

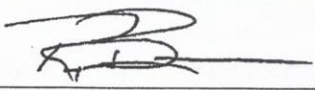
Contractor assign any sums due, or to become due, to him under the provisions of this agreement.

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 #: RCE - 6634

Public Works License #: PCW-C-15700-C-4

By: Mark L Beams

Title: Owner / President

Boiler Maintenance

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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 11th day of January, 2023 by and between **Twin Falls School District**, hereafter called **Owner**, and **Boiler Maintenance**, 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 tube from CB boiler and install new tube, hydro test boiler. Remove and replace pump seal on return pump.
2. Location that work is to be performed at: Robert Stuart Middle School- 300 building.
3. The Owner hereby agrees to pay the Contractor, for the aforesaid materials and labor, the sum of \$2880.75. 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.
4. The Contractor agrees that the entire above-described work shall be completed no later than the 2nd day of February, 2023.
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 School District
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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.

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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: [Signature]

Title: Director of Educational Technology and Operations

CONTRACTOR:

Contractor's License #: HVC-C-1857

Public Works License #: PWC-C-11546-C-4

By: Kathy Parks

Title: Member

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

SERVICES CONTRACT

This contract is hereby made and entered into this 23rd day of August, 2022 by and between **Twin Falls School District**, hereafter called **Owner**, and Boiler Maintenance LLC, hereafter called **Contractor**.

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

1. The Contractor agrees to provide all of the material and labor required to perform the following work: Replace faulty trap on condensate return.
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 \$1134.83. 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 20th day of February, 2023.
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 School District
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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

Twin Falls School District
Service Contracts Winter/Spring '22 to '23

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 #: HVC-C-1857

Public Works License #: PWC-C-11546-C-4

By: Kathy Parks

Title: Member

Twin Falls School District
Service Contracts Winter/Spring '22 to '23

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 February, 2023 by and between **Twin Falls School District**, hereafter called **Owner**, and Boiler Maintenance LLC, hereafter called **Contractor**.

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

1. The Contractor agrees to provide all of the material and labor required to perform the following work: Remove and Install new Condensate Tank Float Switch and repair broken pipes on steam header.
2. Location that work is to be performed at: Robert Stuart Middle School, 300 building.
3. The Owner hereby agrees to pay the Contractor, for the aforesaid materials and labor, the sum of \$1610.49. 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 1st day of March, 2023.
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 School District
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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.

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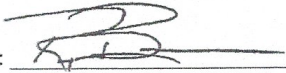
17. Neither the Owner nor Contractor shall have the right to assign any rights or interest occurring under this agreement without the written consent of the other, nor shall the Contractor assign any sums due, or to become due, to him under the provisions of this agreement.

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 #: HVAC-HVC-C-1857

Public Works License #: PWC-C-11546-C-4

By: Kathy Parks

Title: Member

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

SERVICES CONTRACT

This contract is hereby made and entered into this 3rd day of April, 2023 by and between **Twin Falls School District**, hereafter called **Owner**, and Boiler Maintenance, LLC, hereafter called **Contractor**.

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

1. The Contractor agrees to provide all of the material and labor required to perform the following work: Remove and Replace Feed Water Pumps.
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 \$4070.36. 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.
4. The Contractor agrees that the entire above-described work shall be completed no later than the 17th day of April, 2023.
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 School District
Service Contracts Winter/Spring '22 to '23

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

Twin Falls School District
Service Contracts Winter/Spring '22 to '23

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 #: HVC-C-1857

Public Works License #: PWC-C-11546-C-4

By: Kathy Parks

Title: Member

Twin Falls School District
Service Contracts Winter/Spring '22 to '23

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 5th day of April, 2023 by and between **Twin Falls School District**, hereafter called **Owner**, and Boiler Maintenance, LLC, hereafter called **Contractor**.

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

1. The Contractor agrees to provide all of the material and labor required to perform the following work: Replace flame Scanner and Amplifier.
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 \$1025.00. 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 19th day of April, 2023.
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 School District
Service Contracts Winter/Spring '22 to '23

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

Twin Falls School District
Service Contracts Winter/Spring '22 to '23

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

Twin Falls School District
Service Contracts Winter/Spring '22 to '23


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

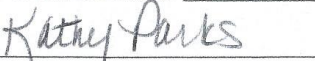
By: 

Title: Director of Educational Technology and Operations

CONTRACTOR:

Contractor's License #: HVC-C-1857

Public Works License #: PWC-C-11546-C-41

By: 

Title: Member

Butte Fence, Inc.

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

SERVICES CONTRACT

This contract is hereby made and entered into this 22nd day of February, 2023 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: Replace Damage Fencing.
2. Location that work is to be performed at: Maintenance Shop.
3. The Owner hereby agrees to pay the Contractor, for the aforesaid materials and labor, the sum of \$1750.14. 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 March, 2023.
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

Twin Falls School District
Service Contracts Winter/Spring '22 to '23

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: Branch Manager

Twin Falls School District
Service Contracts Winter/Spring '22 to '23
Evans Plumbing, Inc.

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

SERVICES CONTRACT

This contract is hereby made and entered into this 23rd day of November, 2022 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: Pull sink from wall mounted faucet and install pre-rinse.
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 \$1105.31. 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 30th day of November, 2022.
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 School District
Service Contracts Winter/Spring '22 to '23

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

Twin Falls School District
Service Contracts Winter/Spring '22 to '23

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: 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 9th day of December, 2022 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: Install two new kitchen faucets, replace parts on pot filler.
2. Location that work is to be performed at: Sawtooth Elementary School
3. The Owner hereby agrees to pay the Contractor, for the aforesaid materials and labor, the sum of \$1736.66. 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 23rd day of December, 2022.
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 School District
Service Contracts Winter/Spring '22 to '23

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

Twin Falls School District
Service Contracts Winter/Spring '22 to '23

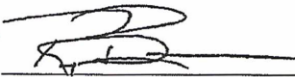
Contractor assign any sums due, or to become due, to him under the provisions of this agreement.

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

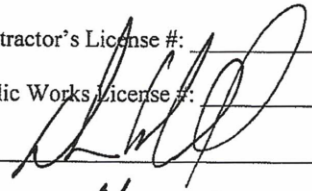
By: 

Title: Director of Educational Technology and Operations

CONTRACTOR:

Contractor's License #: _____

Public Works License #: _____

By: 

Title: 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 8th day of February, 2023 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 section of stream line.
2. Location that work is to be performed at: Lincoln Elementary School.
3. The Owner hereby agrees to pay the Contractor, for the aforesaid materials and labor, the sum of \$1189.64. 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.
4. The Contractor agrees that the entire above-described work shall be completed no later than the 22nd day of February, 2023.
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 School District
Service Contracts Winter/Spring '22 to '23

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


Twin Falls School District
Service Contracts Winter/Spring '22 to '23

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: 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 24th day of February, 2023 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: Snake Laundry line and clear line to mop sink and washer.
2. Location that work is to be performed at: Perrine Elementary School.
3. The Owner hereby agrees to pay the Contractor, for the aforesaid materials and labor, the sum of \$1750.00. 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 10th day of March, 2023.
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 School District
Service Contracts Winter/Spring '22 to '23

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

Twin Falls School District
Service Contracts Winter/Spring '22 to '23

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

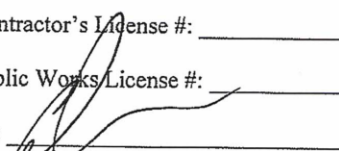
By: 

Title: Director of Educational Technology and Operations

CONTRACTOR:

Contractor's License #: _____

Public Works License #: _____

By: 

Title: 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 February, 2023 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: Excavate 6" Sewer Line and Replace Sewer.
2. Location that work is to be performed at: Lincoln Elementary School.
3. The Owner hereby agrees to pay the Contractor, for the aforesaid materials and labor, the sum of \$3145.06. Once the work is completed, inspected and we receive the invoice from the Contractor; then we will put it in our next regular accounts payable cycle for board approval, which is the second Monday of each month.
4. The Contractor agrees that the entire above-described work shall be completed no later than the 14th day of March, 2023.
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 School District
Service Contracts Winter/Spring '22 to '23

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

Twin Falls School District
Service Contracts Winter/Spring '22 to '23

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: 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 8th day of March, 2023 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: Replace a 40 short water heater and supply lines.
2. Location that work is to be performed at: Oregon Trail Elementary.
3. The Owner hereby agrees to pay the Contractor, for the aforesaid materials and labor, the sum of \$1447.95. 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 22nd day of March, 2023.
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 School District
Service Contracts Winter/Spring '22 to '23

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

Twin Falls School District
Service Contracts Winter/Spring '22 to '23

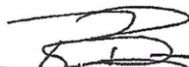
Contractor assign any sums due, or to become due, to him under the provisions of this agreement.

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

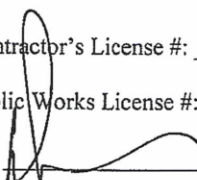
By:  _____

Title: Director of Educational Technology and Operations

CONTRACTOR:

Contractor's License #: _____

Public Works License #: _____

By:  _____

Title: 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 7th day of April, 2023 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: Run new line for sink upstairs.
2. Location that work is to be performed at: Rock Creek Elementary School.
3. The Owner hereby agrees to pay the Contractor, for the aforesaid materials and labor, the sum of \$1014.78. 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 21st day of April, 2023.
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 School District
Service Contracts Winter/Spring '22 to '23

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

Twin Falls School District
Service Contracts Winter/Spring '22 to '23

Twin Falls School District
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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: 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 9th day of March, 2023 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 four cartridges in shower valves in boy's locker room.
2. Location that work is to be performed at: Canyon Ridge.
3. The Owner hereby agrees to pay the Contractor, for the aforesaid materials and labor, the sum of \$2015.18. 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 18th day of April, 2023.
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


Twin Falls School District
Service Contracts Winter/Spring '22 to '23

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: MANAGER

Petruzzelli Electric

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

SERVICES CONTRACT

This contract is hereby made and entered into this 17th day of October, 2022 by and between Twin Falls School District, hereafter called **Owner**, and Petruzzelli Electric, hereafter called **Contractor**.

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

1. The Contractor agrees to provide all of the material and labor required to perform the following work: Supply and install 11 LED can lights in place of the 11 existing can lights in the outside soffit of the front entry way. Re-use existing power circuit and abandon the existing E-Light control and emergency backup system. Install a new dusk to dawn photocell to control the new can lights
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 \$5,480.00. 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 November, 2022.
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.

Twin Falls School District
Service Contracts Winter/Spring '22 to '23

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 #: BLE-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 13th day of January, 2023 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: Provide and install a 1/4" steel cable from the administration building across the alley to the support services building. Install the customer provided fiber optic cable on the steel cable between buildings
2. Location that work is to be performed at: District Office and Support Service building
3. The Owner hereby agrees to pay the Contractor, for the aforesaid materials and labor, the sum of \$2320.00. 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 13th day of February, 2023.
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.

Twin Falls School District
Service Contracts Winter/Spring '22 to '23

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 #: ELE-C-23255

Public Works License #: 007541-C4

By: Beau Sachet

Title: Estimator

Pinnacle Technologies, LLC

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

SERVICES CONTRACT

This contract is hereby made and entered into this 5th day of December, 2022 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: Replace COS with Smokes.
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 \$2856.40. 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 19th day of December, 2022.
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 School District
Service Contracts Winter/Spring '22 to '23

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

Twin Falls School District
Service Contracts Winter/Spring '22 to '23

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 #: 009285

Public Works License #: 012998-C

By: 

Title: Managing member

Quality Roofers, Inc.

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

SERVICES CONTRACT

This contract is hereby made and entered into this 6th day of March, 2023 by and between **Twin Falls School District**, hereafter called **Owner**, and Quality Roofers, Inc., hereafter called **Contractor**.

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

1. The Contractor agrees to provide all of the material and labor required to perform the following work: Remove old roofing down to decking and dispose of at landfill, Install one layer of OSB Snow and Ice and a new metal roof to match other metal roofing for the Snack and Shack building.
2. Location that work is to be performed at: Sawtooth Elementary School.
3. The Owner hereby agrees to pay the Contractor, for the aforesaid materials and labor, the sum of \$2400.00. 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 19th day of May, 2023.
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.

Twin Falls School District
Service Contracts Winter/Spring '22 to '23


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.

Twin Falls School District
Service Contracts Winter/Spring '22 to '23

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 #: R.C.E. 498

Public Works License #: PWC-C-11944-B-4

By: 

Title: President

Rock Creek Refrigeration

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

SERVICES CONTRACT

This contract is hereby made and entered into this 2nd day of November, 2022 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: Diagnose and install new Steam coil and new pipe
2. Location that work is to be performed at: Robert Stuart
3. The Owner hereby agrees to pay the Contractor, for the aforesaid materials and labor, the sum of \$2247.00. 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 30th day of November, 2022.
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 School District
Service Contracts Winter/Spring '22 to '23

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

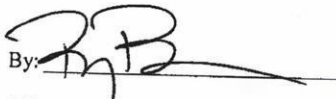
Twin Falls School District
Service Contracts Winter/Spring '22 to '23

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

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 October, 2022 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: Remove door and disassemble to replace door gaskets, re-install door and test system, de-ice coils, 2nd tech, labor - replace door gaskets. Mileage and freight
2. Location that work is to be performed at: Lincoln Elementary School
3. The Owner hereby agrees to pay the Contractor, for the aforesaid materials and labor, the sum of \$1,189.67. 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 30th day of October, 2022.
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

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 November, 2022 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: Diagnose and replace draft motor and ignition control board on main unit motor and #2.
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 \$2053.40. 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 12th day of December, 2022.
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 School District
Service Contracts Winter/Spring '22 to '23

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.

Twin Falls School District
Service Contracts Winter/Spring '22 to '23

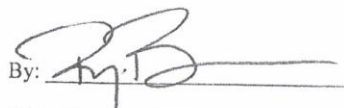
17. Neither the Owner nor Contractor shall have the right to assign any rights or interest occurring under this agreement without the written consent of the other, nor shall the Contractor assign any sums due, or to become due, to him under the provisions of this agreement.

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

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 January, 2023 by and between **Twin Falls School District**, hereafter called **Owner**, and Rock Creek Refrigeration, hereafter called **Contractor**.

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

1. The Contractor agrees to provide all of the material and labor required to perform the following work: Repair of heat pump in the cafeteria/gym. Replace contactors, fuse block and fuses, shorted wires.
2. Location that work is to be performed at: Sawtooth Elementary School.
3. The Owner hereby agrees to pay the Contractor, for the aforesaid materials and labor, the sum of \$1158.40. 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 20th day of January, 2023.
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.

Twin Falls School District
Service Contracts Winter/Spring '22 to '23

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

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 20th day of January, 2023 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: Change Power Exhauster Motor.
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 \$1432.61. 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.
4. The Contractor agrees that the entire above-described work shall be completed no later than the 3rd day of February, 2023.
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 School District
Service Contracts Winter/Spring '22 to '23

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

Twin Falls School District
Service Contracts Winter/Spring '22 to '23

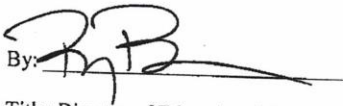
Contractor assign any sums due, or to become due, to him under the provisions of this agreement.

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

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

SERVICES CONTRACT

This contract is hereby made and entered into this 6th day of December, 2022 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 Inducer Motor and change Ignition Spark Assemblies on Daikin Rooftop units #4 and #6.
2. Location that work is to be performed at: South Hills Middle School
3. The Owner hereby agrees to pay the Contractor, for the aforesaid materials and labor, the sum of \$4088.84. 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 20th day of December, 2022.
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.

Twin Falls School District
Service Contracts Winter/Spring '22 to '23

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

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 5th day of December, 2022 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 Main Unit Draft Motor.
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 \$1613.04. Once the work is completed, inspected and we receive the invoice from the Contractor; then we will put it in our next regular accounts payable cycle for board approval, which is the second Monday of each month.
4. The Contractor agrees that the entire above-described work shall be completed no later than the 19th day of December, 2022.
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 School District
Service Contracts Winter/Spring '22 to '23

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

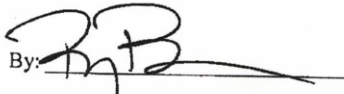
Twin Falls School District
Service Contracts Winter/Spring '22 to '23

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

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 December, 2022 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: Diagnose AHU #4 and #6
2. Location that work is to be performed at: South Hills Middle School
3. The Owner hereby agrees to pay the Contractor, for the aforesaid materials and labor, the sum of \$1135.00. 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 19th day of December, 2022.
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 School District
Service Contracts Winter/Spring '22 to '23

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

Twin Falls School District
Service Contracts Winter/Spring '22 to '23

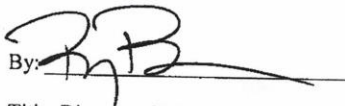
Contractor assign any sums due, or to become due, to him under the provisions of this agreement.

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

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 25th day of January, 2023 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 Inducer Motor, Unit #2
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 \$1092.80. Once the work is completed, inspected and we receive the invoice from the Contractor; then we will put it in our next regular accounts payable cycle for board approval, which is the second Monday of each month.
4. The Contractor agrees that the entire above-described work shall be completed no later than the 2nd day of February, 2023.
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 School District
Service Contracts Winter/Spring '22 to '23

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

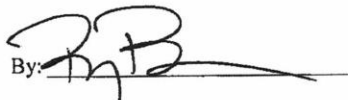
Twin Falls School District
Service Contracts Winter/Spring '22 to '23

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

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

SERVICES CONTRACT

This contract is hereby made and entered into this 4th day of February, 2023 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: Pick up and replace furnace in Principal's office.
2. Location that work is to be performed at: Oregon Trail
3. The Owner hereby agrees to pay the Contractor, for the aforesaid materials and labor, the sum of \$3009.00. 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 22nd day of February, 2023.
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

Twin Falls School District
Service Contracts Winter/Spring '22 to '23

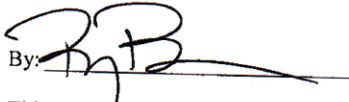
Contractor assign any sums due, or to become due, to him under the provisions of this agreement.

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

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 February, 2023 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 old Furnace and Install a new 120,000 BTU Furnace in Library.
2. Location that work is to be performed at: Oregon Trail Elementary.
3. The Owner hereby agrees to pay the Contractor, for the aforesaid materials and labor, the sum of \$4570.00. 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 1st day of March, 2023.
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

Twin Falls School District
Service Contracts Winter/Spring '22 to '23

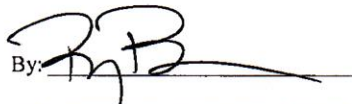
Contractor assign any sums due, or to become due, to him under the provisions of this agreement.

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

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 March, 2023 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: Change out Room 1 Unit, Replace Duct Work, Drain and Filter Box.
2. Location that work is to be performed at: Perrine Elementary.
3. The Owner hereby agrees to pay the Contractor, for the aforesaid materials and labor, the sum of \$3445.04. Once the work is completed, inspected and we receive the invoice from the Contractor; then we will put it in our next regular accounts payable cycle for board approval, which is the second Monday of each month.
4. The Contractor agrees that the entire above-described work shall be completed no later than the 29th day of March, 2023.
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

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 day of February, 2023 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: Diagnose and repair top oven
2. Location that work is to be performed at: Oregon Trail Elementary School
3. The Owner hereby agrees to pay the Contractor, for the aforesaid materials and labor, the sum of \$2,388.35. 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 28 day of February, 2023.
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

Twin Falls School District
Service Contracts Winter/Spring '22 to '23

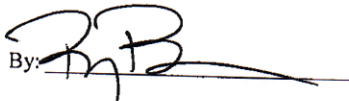
Contractor assign any sums due, or to become due, to him under the provisions of this agreement.

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

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 February, 2023 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 and Replace control board, Bad Air Hose, Bad Damper Motor and Burned Ignition Board.
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 \$1281.53. 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 17th day of February, 2023.
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.

Twin Falls School District
Service Contracts Winter/Spring '22 to '23

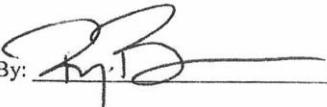
17. Neither the Owner nor Contractor shall have the right to assign any rights or interest occurring under this agreement without the written consent of the other, nor shall the Contractor assign any sums due, or to become due, to him under the provisions of this agreement.

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

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 March, 2023 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 Bard Blower Motor.
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 \$1690.01. 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 7th day of April, 2023.
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

Twin Falls School District
Service Contracts Winter/Spring '22 to '23

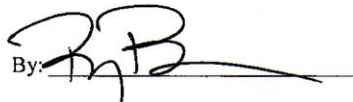
Contractor assign any sums due, or to become due, to him under the provisions of this agreement.

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

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 20th day of March, 2023 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 front office heat pump and contact climatech to update program to work with new unit.
2. Location that work is to be performed at: Sawtooth Elementary School.
3. The Owner hereby agrees to pay the Contractor, for the aforesaid materials and labor, the sum of \$2275.48. 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 3rd day of April, 2023.
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 School District
Service Contracts Winter/Spring '22 to '23

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

Twin Falls School District
Service Contracts Winter/Spring '22 to '23

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

Twin Falls Glass, LLC

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

SERVICES CONTRACT

This contract is hereby made and entered into this 22nd day of November, 2022 by and between **Twin Falls School District**, hereafter called **Owner**, and **Twin Falls Glass, LLC**, hereafter called **Contractor**.

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

1. The Contractor agrees to provide all of the material and labor required to perform the following work: Installation of 4 X 84 Steel Door Slab.
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 \$1855.00. 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 6th day of December, 2022.
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 School District
Service Contracts Winter/Spring '22 to '23

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

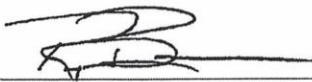
Twin Falls School District
Service Contracts Winter/Spring '22 to '23

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 #: RCE 23838

Public Works License #: 012457-CC-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 14th day of December, 2022 by and between **Twin Falls School District**, hereafter called **Owner**, and Twin Falls Glass, hereafter called **Contractor**.

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

1. The Contractor agrees to provide all of the material and labor required to perform the following work: Steel Door Slab with Von Duprin 99 Panic Bar with Keyed Wingpull and labor to install.
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 \$3130.00. 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 14th day of July, 2023.
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.

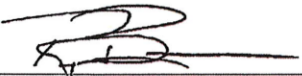
17. Neither the Owner nor Contractor shall have the right to assign any rights or interest occurring under this agreement without the written consent of the other, nor shall the Contractor assign any sums due, or to become due, to him under the provisions of this agreement.

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 #: RCE 23838

Public Works License #: 012457-CC-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 19th day of December, 2022 by and between **Twin Falls School District**, hereafter called **Owner**, and Twin Falls Glass. LLC, hereafter called **Contractor**.

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

1. The Contractor agrees to provide all of the material and labor required to perform the following work: Install three 45 ¼ x 45 ¼ insulated glass units with P62 obscure glass. Material and Installation included.
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 \$1677.00. 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 1st day of June, 2023.
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 School District
Service Contracts Winter/Spring '22 to '23

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 #: RCE-23838

Public Works License #: 012457-CC-4

By: 

Title: Owner