

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

GENERAL CONTRACT

This contract is hereby made and entered into this 21st day of March, 2023, 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:
 - Carpet in rooms 17-18-19-20. Carpet by Patcraft, Style: 10227 Easy on the Eyes, Color: Alakazam, 5.33 yards per carton, 3837.60 sq. ft. = 80 cartons, Freight.
 - Shaw 5000 Adhesive
 - Remove carpet and VCT tile.
 - Install Carpet Tile
 - Enters into each room: Marmoleum MCT tile for the walkway, Color: 607 White Marble, 13" x 13" / 2.0 MM Product, 53.82 sf per carton, Freight.
 - Forbo 1195 Adhesive
 - Install Forbo in walkway
 - Apply ZEPHYR Primer 95% Moisture Vapor Barrier, Encapsulator, or Primer coating.
 - Reducers
 - Johnsonite Rubber Base: 460' of 4" Rubber Base / Color: Black
 - Install Rubber Base
 - Dump Fee 4 rooms
 - Minor floor prep
 - Beams Flooring America is not responsible for circumstances that are unseen until existing flooring has been removed. If any floor prep is required itw will be estimated as time equal to \$65.00 per man per hour plus material prior to completion. Customer is responsible for all appliance/furniture moving unless otherwise noted
 - Estimate #37018
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 \$33,054.00. 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 11th day of August, 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 and 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. The Contractor must furnish to the Owner a performance and payment bond each for 85% of the contracted amount to be executed by a surety company duly authorized to do business in this state prior to any work being started on the project.
13. 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.

14. In the event the work is delayed due to neglect of the Contractor, the Contractor agrees to pay the owner the sum of **\$500.00 per day** as liquidated damages until such time as the work is completed.
15. 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.
16. 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.
17. 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.
18. 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.
19. This agreement shall be interpreted under the laws of the State of Idaho.
20. 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:

Beams Flooring America

Contractor's License #: RCE - 6634

Public Works License # Public Works # - PWC-C-15700-B-4

By: Mark L Beams

Title: Owner / President

TWIN FALLS PUBLIC SCHOOLS
SCHOOL DISTRICT NO. 411

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

SERVICES CONTRACT

This contract is hereby made and entered into this 6th day of February, 2023 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: Broadloom Carpet By: J & J Flooring. Style: Merge III 3522, Color: Link 1944, Qty: 12' x 82' = 984 SF., Adhesive, Freight, ZEPHYR Primer Moisture Vapor Barrier, Encapsulator, and Primer Coating per square foot. Labor: Carpet installation per square foot, Labor to Apply Primer, Wrap Risers, Remove Existing Glue down carpet on Risers, Floor prep labor.
2. Location that work is to be performed at: Twin Falls High School – Music or Choir Room.
3. The Owner hereby agrees to pay the Contractor, for the aforesaid materials and labor, the sum of \$6075.64. 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 11th day of August, 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: Beams Flooring America

Contractor's License #: RCE - 6634

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

By: Mark L Beams

Title: Owner / President

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SCHOOL DISTRICT NO. 411

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SERVICES CONTRACT

This contract is hereby made and entered into this 6th day of February, 2023 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: Commercial Broadloom Carpet, Style: TBD, Qty. 12 X 217' = 2604 SF. Labor: Carpet Installation per square foot, Install Reducer 9', Labor to apply Primer, Remove existing glue down carpet on risers 1620 SF. Wrap steps / LF, Floor prep labor.
2. Location that work is to be performed at: Twin Falls High School – Band Room (Labor)
3. The Owner hereby agrees to pay the Contractor, for the aforesaid materials and labor, the sum of \$5888.64. 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 11th day of August, 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.

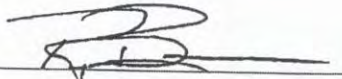
17. Neither the Owner nor Contractor shall have the right to assign any rights or interest occurring under this agreement without the written consent of the other, nor shall the Contractor assign any sums due, or to become due, to him under the provisions of this agreement.

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: Beams Flooring America

Contractor's License #: RCE - 6634

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

By: Mark L Beams

Title: Owner / President

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SCHOOL DISTRICT NO. 411

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SERVICES CONTRACT

This contract is hereby made and entered into this 6th day of February, 2023 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: Johnsonite Style: 4" Rubber Base, Color: 40 Black, LVP Adhesive, LVP Freight, ZEPHYR Primer Moisture Vapor Barrier, Encapsulator, and Primer Coating per square foot. Labor: Floor prep labor, Install LVP, Install Rubber Base per lineal foot, Labor to apply Zephyr, Primer. Estimate #36521
2. Location that work is to be performed at: Twin Falls High School – Faculty Room.
3. The Owner hereby agrees to pay the Contractor, for the aforesaid materials and labor, the sum of \$8390.20. 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 11th day of August, 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.

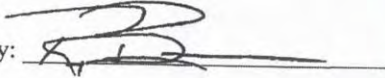
17. Neither the Owner nor Contractor shall have the right to assign any rights or interest occurring under this agreement without the written consent of the other, nor shall the Contractor assign any sums due, or to become due, to him under the provisions of this agreement.

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: Beams Flooring America

Contractor's License #: RCE - 6634

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

By: Mark L Beams

Title: Owner / President

TWIN FALLS PUBLIC SCHOOLS
SCHOOL DISTRICT NO. 411
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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 February, 2023 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: Phase 2: Grinding will be used to remove mastic, PTI to provide generator for the 3-phase power needed for the grinders. Not responsible for soft or crumbly concrete. Estimate 36512
2. Location that work is to be performed at: Twin Falls High School – Faculty Room.
3. The Owner hereby agrees to pay the Contractor, for the aforesaid materials and labor, the sum of \$7725.00. 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 11th day of August, 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.

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OWNER:

Twin Falls School District

By: 

Title: Director of Educational Technology and Operations

CONTRACTOR: Beams Flooring America

Contractor's License #: RCE – 6634

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

By: Mark L Beams

Title: Owner / President

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SERVICES CONTRACT

This contract is hereby made and entered into this 6th day of February, 2023 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: Faculty room LVT only. Style: City Wide, Color: Beacon Ave. CW12006 43 cartons = SQ 2209.34 SF. Estimate #36520
2. Location that work is to be performed at: Twin Falls High School – Faculty Room.
3. The Owner hereby agrees to pay the Contractor, for the aforesaid materials and labor, the sum of \$9787.38. Once the work is completed, inspected and we receive the invoice from the Contractor; then we will put it in our next regular accounts payable cycle for board approval, which is the second Monday of each month.
4. The Contractor agrees that the entire above-described work shall be completed no later than the 11th day of August, 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.

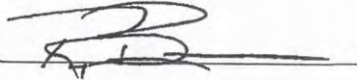
17. Neither the Owner nor Contractor shall have the right to assign any rights or interest occurring under this agreement without the written consent of the other, nor shall the Contractor assign any sums due, or to become due, to him under the provisions of this agreement.

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OWNER:

Twin Falls School District

By: 

Title: Director of Educational Technology and Operations

CONTRACTOR: Beams Flooring America

Contractor's License #: RCE - 6634

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

By: Mark L Beams

Title: Owner / President

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This contract is hereby made and entered into this 6th day of February, 2023 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: Phase 3: Third party air clearances to be done by Eric Brinza, Eco-Dynamics Service. PTI will provide waste manifests and landfill documentation of properly disposed of asbestos. Beams Flooring America Agrees to pay in full within 30 days completion of asbestos abatement onsite and submitting landfill receipts.
Estimate #36513
2. Location that work is to be performed at: Twin Falls High School – Faculty Room.
3. The Owner hereby agrees to pay the Contractor, for the aforesaid materials and labor, the sum of \$5000.00. 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 11th day of August, 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: Beams Flooring America

Contractor's License #: RCE - 6634

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

By: Mark L Beams

Title: Owner / President

TWIN FALLS PUBLIC SCHOOLS
SCHOOL DISTRICT NO. 411

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

SERVICES CONTRACT

This contract is hereby made and entered into this 6th day of February, 2023 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: Phase 1: Removal of disposal of carpet, tile and mastic approximately 1,980 SF., located in faculty room. Water and power will be provided on the jobsite by owner. This area will be free of furniture, base boards and debris. PTI is not responsible for removing Non-ACM debris from the premises.
2. Location that work is to be performed at: Twin Falls High School – Faculty Room.
3. The Owner hereby agrees to pay the Contractor, for the aforesaid materials and labor, the sum of \$9000.00. 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 11th day of August, 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.

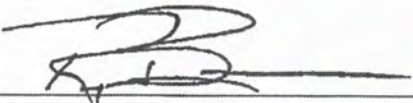
17. Neither the Owner nor Contractor shall have the right to assign any rights or interest occurring under this agreement without the written consent of the other, nor shall the Contractor assign any sums due, or to become due, to him under the provisions of this agreement.

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: Beams Flooring America

Contractor's License #: RCE – 6634

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

By: Mark L Beams

Title: Owner / President

TWIN FALLS PUBLIC SCHOOLS
SCHOOL DISTRICT NO. 411

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

SERVICES CONTRACT

This contract is hereby made and entered into this 22nd day of March, 2023 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. Carpet only- Carpet by Patcraft, Style: 10227 Easy on the Eyes, Color: Alakazam, 5.33 yards per Carton, 523.61 sf. = 13 Cartons, Shaw 5000 Adhesive, Remove Carpet and VCT Tile, Install Carpet Tile, Apply ZEPHYR Primer, Reducers, Install Rubber Base, Dump Fee, Minor Floor prep. Beams Flooring America is not responsible for circumstances that are unseen until existing flooring has been removed. If any floor prep is required it will be billed at \$65.00/man/hr. plus material prior to completion. Customer is responsible for removal of all furniture. Specifications in Estimate #37022.
2. Location that work is to be performed at: Sawtooth Elementary School. Rm 25
3. The Owner hereby agrees to pay the Contractor, for the aforesaid materials and labor, the sum of \$4696.58. 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 11th day of August, 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.

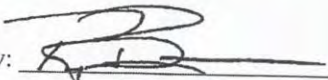
17. Neither the Owner nor Contractor shall have the right to assign any rights or interest occurring under this agreement without the written consent of the other, nor shall the Contractor assign any sums due, or to become due, to him under the provisions of this agreement.

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: Beams Flooring America

Contractor's License #: RCE - 6634

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

By: Mark L Beams

Title: Owner / President

TWIN FALLS PUBLIC SCHOOLS
SCHOOL DISTRICT NO. 411

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

SERVICES CONTRACT

This contract is hereby made and entered into this 6th day of February, 2023 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: Phase 1: Removal and disposal of carpet, tile and mastic, approximately 984 sf., located in Band Room. The area will be free of furniture, base boards and debris. PTI is not responsible to remove these items. PTI will properly clean and abate items in rooms as needed per bid. PTI is not responsible for removing Non-ACM debris from the premises.
2. Location that work is to be performed at: Twin Falls High School – Band Room.
3. The Owner hereby agrees to pay the Contractor, for the aforesaid materials and labor, the sum of \$4500.00. 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 11th day of August, 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.

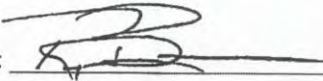
17. Neither the Owner nor Contractor shall have the right to assign any rights or interest occurring under this agreement without the written consent of the other, nor shall the Contractor assign any sums due, or to become due, to him under the provisions of this agreement.

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: Beams Flooring America

Contractor's License #: RCE - 6634

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

By: Mark L. Beams

Title: Owner / President

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

SERVICES CONTRACT

This contract is hereby made and entered into this 6th day of February, 2023 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: Phase II: Grinding will be used to remove mastic, PTI to provide generator for the 3-Phase power needed for the grinders. Not responsible for soft or crumbly concrete. Work to be performed under EPA regulations, PTI will provide 10-day EPA notice.
2. Location that work is to be performed at: Twin Falls High School –Band Room.
3. The Owner hereby agrees to pay the Contractor, for the aforesaid materials and labor, the sum of \$3645.00. 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 11th day of August, 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.

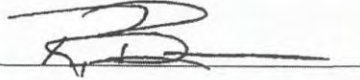
17. Neither the Owner nor Contractor shall have the right to assign any rights or interest occurring under this agreement without the written consent of the other, nor shall the Contractor assign any sums due, or to become due, to him under the provisions of this agreement.

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: Beams Flooring America

Contractor's License #: RCE – 6634

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

By: Mark L Beams

Title: Owner / President

TWIN FALLS PUBLIC SCHOOLS
SCHOOL DISTRICT NO. 411

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

SERVICES CONTRACT

This contract is hereby made and entered into this 6th day of February, 2023 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: Phase III: Third party Air Clearances to be done by Eric Brinza, Eco-Dynamics Service. PTI will provide waste manifests and landfill documentation of properly disposed of asbestos. Beams Flooring America agrees to pay in full within 30 days completion of asbestos abatement onsite and submitting landfill receipts.
2. Location that work is to be performed at: Twin Falls High School – Band Room.
3. The Owner hereby agrees to pay the Contractor, for the aforesaid materials and labor, the sum of \$5000.00. 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 11th day of August, 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.

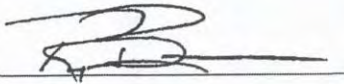
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19. Attorney's fees and court costs shall be paid by the defendant in the event that judgment must be, and is, obtained to enforce this agreement or any breach thereof.

OWNER:

Twin Falls School District

By: 

Title: Director of Educational Technology and Operations

CONTRACTOR: Beams Flooring America

Contractor's License #: RCE - 6634

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

By: Mark L Beams

Title: Owner / President

TWIN FALLS PUBLIC SCHOOLS

SCHOOL DISTRICT NO. 411

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

SERVICES CONTRACT

This contract is hereby made and entered into this 6th day of February, 2023 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: Broadloom Carpet by: J & J Flooring. Style: Merge III 3522 Color: Link 1944. Qty: 12x217' = 2604 SF. Adhesive. Freight. 4" Johnsonite Rubber Base. Rubber Reducer, Style: TBD, ZEPHYR Primer Moisture Vapor Barrier, Encapsulator, and Primer Coating per square foot.
2. Location that work is to be performed at: Twin Falls High School – Band Room.
3. The Owner hereby agrees to pay the Contractor, for the aforesaid materials and labor, the sum of \$7834.80. 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 11th day of August, 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 PUBLIC SCHOOLS
SCHOOL DISTRICT NO. 411

201 MAIN AVE. WEST
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(208) 733-6900 FAX (208) 733-8474

SERVICES CONTRACT

This contract is hereby made and entered into this 6th day of February, 2023 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: Phase 1: Removal of disposal of carpet, tile and mastic approximately 1,980 SF., located in faculty room. Water and power will be provided on the jobsite by owner. This area will be free of furniture, base boards and debris. PTI is not responsible for removing Non-ACM debris from the premises.
2. Location that work is to be performed at: Twin Falls High School – Faculty Room.
3. The Owner hereby agrees to pay the Contractor, for the aforesaid materials and labor, the sum of \$9000.00. 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 11th day of August, 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: Beams Flooring America

Contractor's License #: RCE - 6634

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

By: Mark L Beams

Title: Owner / President

TWIN FALLS PUBLIC SCHOOLS
SCHOOL DISTRICT NO. 411

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

SERVICES CONTRACT

This contract is hereby made and entered into this 20th day of March, 2023 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: Shaw Carpet Tile. Style: Orbital, Color: Fusion, 9 boxes = 431.73 sf., freight, Shaw 5000 Adhesive, Installation of Carpet Tile, Removal of Carpet and Vinyl, Install Rubber Base, 3 ft. Door Transitions, ZEPHYR Primer, Labor to Apply ZEPHYR Primer, Dump Fee. Minor Floor Prep. If any major floor prep is needed Beams Flooring America is not responsible for circumstances that are unseen until existing flooring has been removed. If any floor prep is required it will be billed at \$65/man/hr. plus material prior to completion. Customer is responsible for removal of all furniture unless otherwise noted. Other Specifications on Estimate #37103
2. Location that work is to be performed at: Perrine Elementary School – Vice Principle, Conference Room.
3. The Owner hereby agrees to pay the Contractor, for the aforesaid materials and labor, the sum of \$3197.00. 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 11th day of August, 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: Beams Flooring America

Contractor's License #: RCE - 6634

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

By: Mark L Beams

Title: Owner / President

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

SERVICES CONTRACT

This contract is hereby made and entered into this 20th day of March, 2023 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:

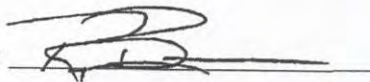
1. The Contractor agrees to provide all of the material and labor required to perform the following work: Shaw Carpet Tile. Style: Orbital, Color: Fusion, 17 boxes = 815.49 sf., freight, Shaw 5000 Adhesive, Installation of Carpet Tile, Removal of Carpet and Vinyl, Install Rubber Base, 36 ft. Door Transitions, Marmoleum MCT Tile for the Walkway, Color: 607 White Marble, 13"X13"/2.0 MM product, 53.82 sf. per carton / 4 Carton, Freight, Forbo 1195 adhesive, Install Forbo in Walkway, ZEPHYR Primer, Labor to Apply ZEPHYR Primer, Dump Fee. Minor Floor Prep. If any major floor prep is needed Beams Flooring America is not responsible for circumstances that are unseen until existing flooring has been removed. If any floor prep is required it will be billed at \$65/man/hr. plus material prior to completion. Customer is responsible for removal of all furniture unless otherwise noted. Other Specifications on Estimate #37002
2. Location that work is to be performed at: Perrine Elementary School – Room #4
3. The Owner hereby agrees to pay the Contractor, for the aforesaid materials and labor, the sum of \$8302.00. 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 11th day of August, 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: Beams Flooring America

Contractor's License #: RCE - 6634

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

By: Mark L Beams

Title: Owner / President

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

SERVICES CONTRACT

This contract is hereby made and entered into this 20th day of March, 2023 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: Shaw Carpet Tile. Style: Orbital, Color: Fusion, 17 boxes = 815.49 sf., freight, Shaw 5000 Adhesive, Installation of Carpet Tile, Removal of Carpet and Vinyl, Install Rubber Base, 36 ft. Door Transitions, Marmoleum MCT Tile for the Walkway, Color: 607 White Marble, 13"X13"/2.0 MM product, 53.82 sf. per carton / 4 Carton, Freight, Forbo 1195 adhesive, Install Forbo in Walkway, ZEPHYR Primer, Labor to Apply ZEPHYR Primer, Dump Fee. Minor Floor Prep. If any major floor prep is needed Beams Flooring America is not responsible for circumstances that are unseen until existing flooring has been removed. If any floor prep is required it will be billed at \$65/man/hr. plus material prior to completion. Customer is responsible for removal of all furniture unless otherwise noted. Other Specifications on Estimate #37001
2. Location that work is to be performed at: Perrine Elementary School – Room #2
3. The Owner hereby agrees to pay the Contractor, for the aforesaid materials and labor, the sum of \$8302.00. 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 11th day of August, 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: Beams Flooring America

Contractor's License #: RCE - 6634

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

By: Mark L Beams

Title: Owner / President

TWIN FALLS PUBLIC SCHOOLS
SCHOOL DISTRICT NO. 411

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

SERVICES CONTRACT

This contract is hereby made and entered into this 23rd day of March, 2023 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: Roppe Products. 992 low profile Raised Circular, Color: TBD, Size 3 Cartons = 129 sf. Freight, ROGEX510 acrylic wet-set adhesive AW-510/Gal. covers 125 to 200 sf. Remove Rubber Flooring. Rubber Floor installation, ZEPHYR primer to encapsulate old Adhesive. Labor to Apply Primer. All Specifications in Estimate #37048.
2. Location that work is to be performed at: Pillar Falls Elementary School. –Main Entry Stairway Landing area only.
3. The Owner hereby agrees to pay the Contractor, for the aforesaid materials and labor, the sum of \$2358.00. 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 11th day of August, 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

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 March, 2023 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: Door Entry: Carpet Tile by Shaw, Style: Pampas Tile II Walk off Mat, Color: Coal Ore, Size 24"X24", 5.33 yards or 47.98 sf./2 carton 95.94 sf. Install Carpet Tile. Freight. ZRPHYR Primer. Apply ZEPHYR Primer. Beams Flooring America is not responsible for circumstances that are unseen until existing flooring has been removed. If any floor prep is required it will be estimated as time equal to \$65/man/hr. plus material prior to completion. Customer is responsible for all appliance/furniture moving unless otherwise noted. All specifications on Estimate #37047
2. Location that work is to be performed at: Pillar Falls Elementary School. –Entries to Staircases #4 & 5
3. The Owner hereby agrees to pay the Contractor, for the aforesaid materials and labor, the sum of \$1000.00. 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 11th day of August, 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.

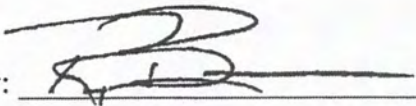
17. Neither the Owner nor Contractor shall have the right to assign any rights or interest occurring under this agreement without the written consent of the other, nor shall the Contractor assign any sums due, or to become due, to him under the provisions of this agreement.

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: Beams Flooring America

Contractor's License #: RCE – 6634

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

By: Mark L Beams

Title: Owner / President

TWIN FALLS PUBLIC SCHOOLS
SCHOOL DISTRICT NO. 411

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

SERVICES CONTRACT

This contract is hereby made and entered into this 4th day of March, 2023 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: Carpet by Mohawk / Carpet Tile, Style: Threaded Craft with Matrix Backing, Color: 7948 Mist, Size 11 cartons @10.667 sf. per carton = 1056.06. Freight, EnPress PSA: Adhesive. Demolition of carpet, Carpet installation per square foot, Dump Fee, Labor to install OptiSeal Primer, Install 4.5" Rubber Base rolls, Carpet – Vinyl/VCT Reducer, Minor Floor Prep and sand floor. If any major floor prep is needed Beams Flooring America is not responsible for circumstances that are unseen until existing flooring has been removed. If any floor prep is required it will be billed at \$65/man/hr. plus material prior to completion. Customer is responsible for removal of all desks unless otherwise noted. Other Specifications on Estimate #36888
2. Location that work is to be performed at: Robert Stuart Middle School. Room #210.
3. The Owner hereby agrees to pay the Contractor, for the aforesaid materials and labor, the sum of \$7080.00. 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 11th day of August, 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.

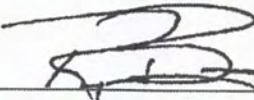
8. The Owner, Owner's representative and public authorities shall at all times have access to the work.
9. The Contractor agrees to re-execute any work which does not conform to the drawings (if required) and specifications, warrants the work performed, and agrees to remedy any defects resulting, from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

Contractor's License #: RCE - 6634

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

By: Mark L Beams

Title: Owner / President

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

SERVICES CONTRACT

This contract is hereby made and entered into this 4th day of March, 2023 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: Carpet by Mohawk / Carpet Tile, Style: Threaded Craft with Matrix Backing, Color: 7948 Mist, Size 11 cartons @10.667 sf. per carton = 1056.06. Freight, EnPress PSA: Adhesive. Demolition of carpet, Carpet installation per square foot, Dump Fee, Labor to install OptiSeal Primer, Install 4.5" Rubber Base rolls, Carpet – Vinyl/VCT Reducer, Minor Floor Prep. If any major floor prep is needed Beams Flooring America is not responsible for circumstances that are unseen until existing flooring has been removed. If any floor prep is required it will be billed at \$65/man/hr. plus material prior to completion. Customer is responsible for removal of all desks unless otherwise noted. Specifications on Estimate 36889
2. Location that work is to be performed at: Robert Stuart Middle School. Room #211.
3. The Owner hereby agrees to pay the Contractor, for the aforesaid materials and labor, the sum of \$7080.00. 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 11th day of August, 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: Beams Flooring America

Contractor's License #: RCE - 6634

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

By: Mark L Beams

Title: Owner / President

TWIN FALLS PUBLIC SCHOOLS
SCHOOL DISTRICT NO. 411

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

SERVICES CONTRACT

This contract is hereby made and entered into this 4th day of March, 2023 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: Carpet by Mohawk / Carpet Tile, Style: Threaded Craft with Matrix Backing, Color: 7948 Mist, Size 11 cartons @10.667 sf. per carton = 1056.06. Freight, EnPress PSA: Adhesive. Demolition of carpet, Carpet installation per square foot, Dump Fee, Labor to install OptiSeal Primer, Install 4.5" Rubber Base rolls, Carpet – Vinyl/VCT Reducer, Minor Floor Prep and sand floor. If any major floor prep is needed Beams Flooring America is not responsible for circumstances that are unseen until existing flooring has been removed. If any floor prep is required it will be billed at \$65/man/hr. plus material prior to completion. Customer is responsible for removal of all desks unless otherwise noted. Other Specifications on Estimate #36887
2. Location that work is to be performed at: Robert Stuart Middle School. Room #209.
3. The Owner hereby agrees to pay the Contractor, for the aforesaid materials and labor, the sum of \$7080.00. 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 11th day of August, 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.

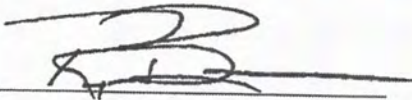
18. This agreement shall be interpreted under the laws of the State of Idaho.

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: Beams Flooring America

Contractor's License #: RCE - 6634

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

By: Mark L. Beams

Title: Owner / President

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

SERVICES CONTRACT

This contract is hereby made and entered into this 3rd day of March, 2023 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: Carpet by Mohawk / Carpet Tile, Style: Threaded Craft with Matrix Backing, Color: 7948 Mist, Size 11 cartons @10.667 sf. per carton = 1056.06. Freight, EnPress PSA: Adhesive. Demolition of carpet, Carpet installation per square foot, Dump Fee, Labor to install OptiSeal Primer, Install 4.5" Rubber Base rolls, Carpet – Vinyl/VCT Reducer, Minor Floor Prep and sand floor. If any major floor prep is needed Beams Flooring America is not responsible for circumstances that are unseen until existing flooring has been removed. If any floor prep is required it will be billed at \$65/man/hr. plus material prior to completion. Customer is responsible for removal of all desks unless otherwise noted. Other Specifications on Estimate #36886
2. Location that work is to be performed at: Robert Stuart Middle School. Room #208.
3. The Owner hereby agrees to pay the Contractor, for the aforesaid materials and labor, the sum of \$7080.00. 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 11th day of August, 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.

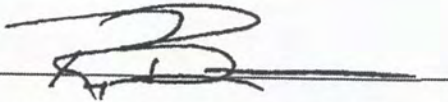
18. This agreement shall be interpreted under the laws of the State of Idaho.

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: Beams Flooring America

Contractor's License #: RCE – 6634

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

By: Mark L Beams

Title: Owner / President

TWIN FALLS PUBLIC SCHOOLS
SCHOOL DISTRICT NO. 411

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

SERVICES CONTRACT

This contract is hereby made and entered into this 31st day of March, 2023 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: Marmoleum MCT Tile, Color: MCT-3048 Graphite 13" X 13" / 2.0 MM product 53.82 sf. Per carton / 8 per carton, freight, Install Forbo MCT, Zephyr Primer Moisture Vapor Barrier, labor to apply primer, Minor Floor Prep and level floor at outside door. Install Rubber Base per lineal foot, Remove Asbestos \$3900.00. Beams Flooring America is not responsible for circumstances that are unseen until existing flooring has been removed. If any floor prep is required it will be billed at \$65.00/ man/ hr. plus material prior to completion. Customer is responsible for removal of all furniture. All specifics in Estimate #37102
2. Location that work is to be performed at: Morningside Elementary Faculty Room.
3. The Owner hereby agrees to pay the Contractor, for the aforesaid materials and labor, the sum of \$8387.00. 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 11th day of August, 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.

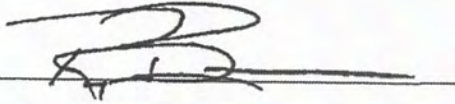
18. This agreement shall be interpreted under the laws of the State of Idaho.

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: Beams Flooring America

Contractor's License #: RCE - 6634

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

By: Mark L Beams

Title: Owner / President

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

GENERAL CONTRACT

This contract is hereby made and entered into this 22nd day of February, 2023, by and between **Twin Falls School District**, hereafter called **Owner**, and Beams Flooring America, hereafter called **Contractor**.

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

1. The Contractor agrees to provide all of the material and labor required to perform the following work:
 - Asbestos Removal school hallways- A, B, C and D – Removal and disposal of tile and mastic (by Grinding off the mastic) located in hallways throughout school. Remove and disposal of VCT tile and mastic.
 - Water and power will be provided on the jobsite by owner.
 - The area will be free from furniture, base boards, and debris. PTI is not responsible to remove these items. PTI will properly clean and abate items in rooms as needed per the bid. PTI is not responsible for removing Non-ACM debris from the premises.
 - Grinding will be used to remove mastic, PTI to provide generator for the 3-phase power needed for the grinders. Not responsible for soft or crumbly concrete or damage to walls by hanging poly sheeting.
 - Work to be performed under EPA regulations. PTI will provide 10-day EPA notice.
 - Third party air clearances to be by Eco-Dynamics.
 - PTI will provide waste manifests and landfill documentation of properly disposed of asbestos.
 - Estimate #36806
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 \$30,708.57. 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 August, 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 and 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. The Contractor must furnish to the Owner a performance and payment bond each for 85% of the contracted amount to be executed by a surety company duly authorized to do business in this state prior to any work being started on the project.
13. 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.
14. In the event the work is delayed due to neglect of the Contractor, the Contractor agrees to pay the owner the sum of **\$500.00 per day** as liquidated damages until such time as the work is completed.

15. 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.
16. 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.
17. 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.
18. 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.
19. This agreement shall be interpreted under the laws of the State of Idaho.
20. 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:

Beams Flooring America

Contractor's License #: Contractor License RCE – 6634

Public Works License # Public Works # - PWC-C-15700-B-4

By: Mark L Beams

Title: Owner / President

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

GENERAL CONTRACT

This contract is hereby made and entered into this 22nd day of February, 2023, by and between **Twin Falls School District**, hereafter called **Owner**, and Beams Flooring America, hereafter called **Contractor**.

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

1. The Contractor agrees to provide all of the material and labor required to perform the following work:
 - Asbestos Removal school hallways- E, F – Removal and disposal of tile and mastic (by Grinding off the mastic) located in hallways throughout school. Remove and disposal of VCT tile and mastic.
 - Water and power will be provided on the jobsite by owner.
 - The area will be free from furniture, base boards, and debris. PTI is not responsible to remove these items. PTI will properly clean and abate items in rooms as needed per the bid. PTI is not responsible for removing Non-ACM debris from the premises.
 - Grinding will be used to remove mastic, PTI to provide generator for the 3-phase power needed for the grinders. Not responsible for soft or crumbly concrete or damage to walls by hanging poly sheeting.
 - Work to be performed under EPA regulations. PTI will provide 10-day EPA notice.
 - Third party air clearances to be by Eco-Dynamics.
 - PTI will provide waste manifests and landfill documentation of properly disposed of asbestos.
 - Estimate #36807
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 \$30,708.58. 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 August, 2023.

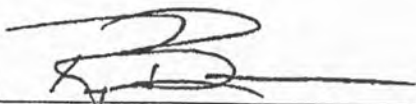
5. The Contractor agrees to provide and pay for all materials, tools and equipment required for the prosecution and timely completion of the work. Unless otherwise specified, all materials shall be new and of good quality.
6. In the prosecution of the work, the Contractor shall employ a sufficient number 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 and 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. The Contractor must furnish to the Owner a performance and payment bond each for 85% of the contracted amount to be executed by a surety company duly authorized to do business in this state prior to any work being started on the project.
13. 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.
14. In the event the work is delayed due to neglect of the Contractor, the Contractor agrees to pay the owner the sum of **\$500.00 per day** as liquidated damages until such time as the work is completed.

15. 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.
16. 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.
17. 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.
18. 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.
19. This agreement shall be interpreted under the laws of the State of Idaho.
20. 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:

Beams Flooring America

Contractor's License #: Contractor License RCE – 6634

Public Works License # Public Works # - PWC-C-15700-B-4

By: Mark L Beams

Title: Owner / President

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

GENERAL CONTRACT

This contract is hereby made and entered into this 22nd day of February, 2023, 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:
 - Hallway Labor Only: Door Entry: Carpet Tile by Shaw, Style: Pampas Tile II walk off Mat, Color: Coal Ore, Size: 24" X 24", 5.33 yds. or 47.98 sf / 8 Carton 383.76 sf.
 - Carpet by Patcraft, Style: Futura / 10380, Color: Modern 00500, 5.33 yds. per carton, 5.33 yds. or 47.98 sf, Install Carpet Tile.
 - Zephyr Primer, 95% Moisture Vapor Barrier, Encapsulator, or Primer Coating,
 - Apply Zephyr Primer
 - Reducers for Doorways
 - Install Johnsonite Rubber Base, 120 ft. of 4.5" Rubber Base / Color Black 1320 ft.
 - Dump Fee
 - Estimate for floor prep labor after asbestos tile and adhesive removed. Beams Flooring America is not responsible for circumstances that are unseen until existing flooring has been removed. If any floor prep is required it will be estimated as time equal to \$65 / man / hr. plus material prior to completion. Customer is responsible for all appliance / furniture moving unless otherwise noted.
 - Estimate #37096
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 \$23,907.00. 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 August, 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 and 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. The Contractor must furnish to the Owner a performance and payment bond each for 85% of the contracted amount to be executed by a surety company duly authorized to do business in this state prior to any work being started on the project.
13. 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.
14. In the event the work is delayed due to neglect of the Contractor, the Contractor agrees to pay the owner the sum of **\$500.00 per day** as liquidated damages until such time as the work is completed.

15. 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.
16. 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.
17. 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.
18. 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.
19. This agreement shall be interpreted under the laws of the State of Idaho.
20. 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:

Beams Flooring America

Contractor's License #: RCE – 6634

Public Works License # Public Works # - PWC-C-15700-B-4

By: Mark L Beams

Title: Owner / President

TWIN FALLS PUBLIC SCHOOLS
SCHOOL DISTRICT NO. 411

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

GENERAL CONTRACT

This contract is hereby made and entered into this 22nd day of February, 2023, 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:
 - Hallway Material – Carpet by Patcraft, Style: Futura / 10380, Color: Modern 00550, 5.33 yards per Carton, Size 173 boxes = 829 sf, freight, Shaw 5000 adhesive.
 - Door Entry: Carpet Tile by Shaw, Style: Pampas Tile II walk off mat, Color: Coal Ore, Size: 24" x 24" 5.33 yds. or 47.98 sf / carton, freight, Shaw 5000 adhesive.
 - Johnsonite: Style: 4.5" Rubber Base rolls, Color: 40 Black, Size: 12 If / roll = 1320 ft., freight.
 - Estimate #36808
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 \$36,139.00. 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 August, 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 and 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. The Contractor must furnish to the Owner a performance and payment bond each for 85% of the contracted amount to be executed by a surety company duly authorized to do business in this state prior to any work being started on the project.
13. 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.
14. In the event the work is delayed due to neglect of the Contractor, the Contractor agrees to pay the owner the sum of **\$500.00 per day** as liquidated damages until such time as the work is completed.
15. 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.
16. 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.

17. 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.
18. 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.
19. This agreement shall be interpreted under the laws of the State of Idaho.
20. 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:

Beams Flooring America

Contractor's License #: Contractor License RCE – 6634

Public Works License # Public Works # - PWC-C-15700-B-4

By: Mark L Beams

Title: Owner / President

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

SERVICES CONTRACT

This contract is hereby made and entered into this 22nd day of March, 2023 by and between **Twin Falls School District**, hereafter called **Owner**, and Beams Flooring America, hereafter called **Contractor**.

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

1. The Contractor agrees to provide all of the material and labor required to perform the following work: Remove existing Vinyl; Forbo / Marmoleum, Style: Concrete, Color: 3708 Fossil, Size: 6'7 X 105' = 690.9 sf, 1195 adhesive, freight, Zephyr Primer, Labor to apply Zephyr Primer, Install existing Vinyl, 1 cleanout and 2 drain, Johnsonite: Style: 4" Rubber Base, Color: 40 Black, install 109 ft. Rubber Base, Minor Floor prep before installing vinyl. Beam Flooring America is not responsible for circumstances that are unseen until existing flooring has been removed. If any Major floor prep is required it will be billed at \$65.00 / man / hr. plus material prior to completion. Customer is responsible for removal of all stalls and toilets. Estimate #37037
2. Location that work is to be performed at O'Leary Middle School – B building restrooms Girls and Boys.
3. The Owner hereby agrees to pay the Contractor, for the aforesaid materials and labor, the sum of \$8173.00. 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 11th day of August, 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.

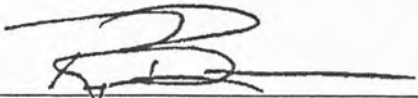
17. Neither the Owner nor Contractor shall have the right to assign any rights or interest occurring under this agreement without the written consent of the other, nor shall the Contractor assign any sums due, or to become due, to him under the provisions of this agreement.

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:

Beam Flooring America

Contractor's License #: RCE - 6634

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

By: Mark L. Beams

Title: Owner / President

TWIN FALLS PUBLIC SCHOOLS
SCHOOL DISTRICT NO. 411

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

SERVICES CONTRACT

This contract is hereby made and entered into this 22nd day of March, 2023 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: Carpet by Patcraft / Carpet Tile. Style: Orbital, Color: Satellite 00520, 5.33 yards per Carton, 863.46 sf. = 18 Cartons. Freight. Shaw 5000 Adhesive. Installation of Carpet Tile, Removal of Carpet and Vinyl, Install Rubber Base. Labor to Apply ZEPHYR Primer. Dump Fee. Minor Floor Prep. If any major floor prep is needed Beams Flooring America is not responsible for circumstances that are unseen until existing flooring has been removed. If nay floor prep is required it will be billed at \$65/man/hr. plus material prior to completion. Customer is responsible for removal of all furniture unless otherwise noted. All Specification on Estimate #37035
2. Location that work is to be performed at: O'Leary Middle School –Classroom #22
3. The Owner hereby agrees to pay the Contractor, for the aforesaid materials and labor, the sum of \$6248.39. Once the work is completed, inspected and we receive the invoice from the Contractor; then we will put it in our next regular accounts payable cycle for board approval, which is the second Monday of each month.
4. The Contractor agrees that the entire above-described work shall be completed no later than the 11th day of August, 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: Beams Flooring America

Contractor's License #: RCE - 6634

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

By: Mark L Beams

Title: Owner / President

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

SERVICES CONTRACT

This contract is hereby made and entered into this 20th day of March, 2023 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: Carpet by Mohawk carpet tile sketch collection. Style: Shaded Lines, Color: 593 Navy Gray 10.66 yds. Per carton 767.52 sf. = 8 cartons. EnPress Adhesive, Removal of carpet and vinyl, installation of carpet tile, Install Rubber Base, Marmoleum MCT tile for the walkway, Color: MCT – 3048 Graphite 13” X 13” /2.0 MM product, 53.82 sf. Per carton /4 Carton, Forbo 1195 adhesive, Install Forbo in walkway. Labor to apply Optiseal Primer, Dump Fee. Minor floor prep, If any floor prep is required it will be billed at \$65.00/man/hr. plus material prior to completion. Customer is responsible for removal of all furniture. Specifications in Estimate #36968.
2. Location that work is to be performed at: Oregon Trail Elementary School – Room#307
3. The Owner hereby agrees to pay the Contractor, for the aforesaid materials and labor, the sum of \$7735.00. 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 11th day of August, 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.

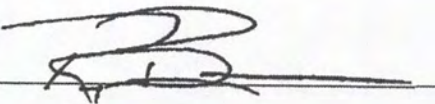
17. Neither the Owner nor Contractor shall have the right to assign any rights or interest occurring under this agreement without the written consent of the other, nor shall the Contractor assign any sums due, or to become due, to him under the provisions of this agreement.

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: Beams Flooring America

Contractor's License #: RCE - 6634

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

By: Mark L Beams

Title: Owner / President

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

SERVICES CONTRACT

This contract is hereby made and entered into this 22nd day of March, 2023 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 6" Rubber Base on Ceramic tile with Alto Tape on the top, Altro 1' sticky Tap / roll /n1" X 164', Custodian to clean the wall. We install the Base.
2. Location that work is to be performed at: Bickel Elementary School Bathrooms.
3. The Owner hereby agrees to pay the Contractor, for the aforesaid materials and labor, the sum of \$1508.00. 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 11th day of August, 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: Beams Flooring America

Contractor's License #: RCE - 6634

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

By: Mark L Beams

Title: Owner / President

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

SERVICES CONTRACT

This contract is hereby made and entered into this 20th day of March, 2023 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. Patcraft Carpet, style: Futura, Color: Modern 00550, 5.33 yds. Per carton = 862.92 sf. Shaw adhesive, Remove Carpet. 24 ft. of Door Transitions, color Black, Dump fee, labor to Apply ZEPHER Primer. Beams flooring America is not responsible for circumstances that are unseen until existing flooring has been removed. If any floor prep is required it will be billed at \$65.00/man/hr. plus material prior to completion. Customer is responsible for removal of all furniture. Specifications in Estimate #36995.
2. Location that work is to be performed at: Bickel Elementary School Room #26.
3. The Owner hereby agrees to pay the Contractor, for the aforesaid materials and labor, the sum of \$5775.00. 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 11th day of August, 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: Beams Flooring America

Contractor's License #: RCE – 6634

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

By: Mark L Beams

Title: Owner / President

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

SERVICES CONTRACT

This contract is hereby made and entered into this 22nd day of March, 2023 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:

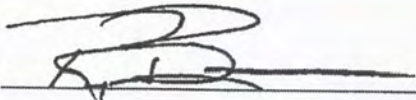
1. The Contractor agrees to provide all of the material and labor required to perform the following work: Carpet Tile, Style: Aladdin Primary Effect, Pattern – Pattern Perspective QA176 Color: 989 Shadow, Carton Size: 10.66 yards = 95.94 sf. Cartons 8 cartons = 767.52. Freight, Mohawk adhesive:, Carpet installation per square foot, Removal of existing carpet/sf. Dump Fee, Labor to install OptiSeal Primer, Install 4” Rubber Base /2boxes, 3 ft. Black reducer, freight, Minor Floor Prep. If any major floor prep is needed Beams Flooring America is not responsible for circumstances that are unseen until existing flooring has been removed. If any floor prep is required it will be billed at \$65/man/hr. plus material prior to completion. Customer is responsible for removal of all desks unless otherwise noted. Other Specifications on Estimate #36984
2. Location that work is to be performed at: Canyon Ridge High School – Bookkeeping, Registrar and Attendance Offices.
3. The Owner hereby agrees to pay the Contractor, for the aforesaid materials and labor, the sum of \$5318.00. 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 11th day of August, 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: Beams Flooring America

Contractor's License #: RCE - 6634

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

By: Mark L Beams

Title: Owner / President

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

GENERAL CONTRACT

This contract is hereby made and entered into this 30th day of March, 2023, by and between **Twin Falls School District**, hereafter called **Owner**, and Beams Flooring America, hereafter called **Contractor**.

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

1. The Contractor agrees to provide all of the material and labor required to perform the following work:
 - Asbestos Removal school hallways- A, B, C and D – Removal and disposal of tile and mastic (by Grinding off the mastic) located in hallways throughout school. Remove and disposal of VCT tile and mastic.
 - Water and power will be provided on the jobsite by owner.
 - The area will be free from furniture, base boards, and debris. PTI is not responsible to remove these items. PTI will properly clean and abate items in rooms as needed per the bid. PTI is not responsible for removing Non-ACM debris from the premises.
 - Grinding will be used to remove mastic, PTI to provide generator for the 3-phase power needed for the grinders. Not responsible for soft or crumbly concrete or damage to walls by hanging poly sheeting.
 - Work to be performed under EPA regulations. PTI will provide 10-day EPA notice.
 - Third party air clearances to be by Eco-Dynamics.
 - PTI will provide waste manifests and landfill documentation of properly disposed of asbestos.
 - Estimate #37093
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 \$30,708.57. 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 August, 2023.

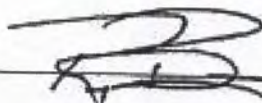
5. The Contractor agrees to provide and pay for all materials, tools and equipment required for the prosecution and timely completion of the work. Unless otherwise specified, all materials shall be new and of good quality.
6. In the prosecution of the work, the Contractor shall employ a sufficient number 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 and 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. The Contractor must furnish to the Owner a performance and payment bond each for 85% of the contracted amount to be executed by a surety company duly authorized to do business in this state prior to any work being started on the project.
13. 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.
14. In the event the work is delayed due to neglect of the Contractor, the Contractor agrees to pay the owner the sum of **\$500.00 per day** as liquidated damages until such time as the work is completed.

15. 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.
16. 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.
17. 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.
18. 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.
19. This agreement shall be interpreted under the laws of the State of Idaho.
20. 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:

Beams Flooring America

Contractor's License #: Contractor License RCE – 6634

Public Works License # Public Works # - PWC-C-15700-B-4

By: Mark L Beams

Title: Owner / President

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

GENERAL CONTRACT

This contract is hereby made and entered into this 30th day of March, 2023, by and between **Twin Falls School District**, hereafter called **Owner**, and Beams Flooring America, hereafter called **Contractor**.

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

1. The Contractor agrees to provide all of the material and labor required to perform the following work:
 - Asbestos Removal school hallways- E, F – Removal and disposal of tile and mastic (by Grinding off the mastic) located in hallways throughout school. Remove and disposal of VCT tile and mastic.
 - Water and power will be provided on the jobsite by owner.
 - The area will be free from furniture, base boards, and debris. PTI is not responsible to remove these items. PTI will properly clean and abate items in rooms as needed per the bid. PTI is not responsible for removing Non-ACM debris from the premises.
 - Grinding will be used to remove mastic, PTI to provide generator for the 3-phase power needed for the grinders. Not responsible for soft or crumbly concrete or damage to walls by hanging poly sheeting.
 - Work to be performed under EPA regulations. PTI will provide 10-day EPA notice.
 - Third party air clearances to be by Eco-Dynamics.
 - PTI will provide waste manifests and landfill documentation of properly disposed of asbestos.
 - Estimate #37094
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 \$30,708.57. 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 August, 2023.

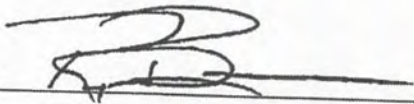
5. The Contractor agrees to provide and pay for all materials, tools and equipment required for the prosecution and timely completion of the work. Unless otherwise specified, all materials shall be new and of good quality.
6. In the prosecution of the work, the Contractor shall employ a sufficient number 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 and 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. The Contractor must furnish to the Owner a performance and payment bond each for 85% of the contracted amount to be executed by a surety company duly authorized to do business in this state prior to any work being started on the project.
13. 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.
14. In the event the work is delayed due to neglect of the Contractor, the Contractor agrees to pay the owner the sum of **\$500.00 per day** as liquidated damages until such time as the work is completed.

15. 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.
16. 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.
17. 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.
18. 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.
19. This agreement shall be interpreted under the laws of the State of Idaho.
20. 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:

Beams Flooring America

Contractor's License #: Contractor License RCE – 6634

Public Works License # Public Works # - PWC-C-15700-B-4

By: Mark L Beams

Title: Owner / President

TWIN FALLS PUBLIC SCHOOLS
SCHOOL DISTRICT NO. 411

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

GENERAL CONTRACT

This contract is hereby made and entered into this 30th day of March, 2023, 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:

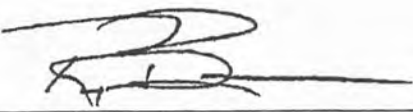
1. The Contractor agrees to provide all of the material and labor required to perform the following work:
 - Hallway Labor Only: Door Entry: Carpet Tile by Shaw, Style: Pampas Tile II walk off Mat, Color: Coal Ore, Size: 24" X 24", 5.33 yds. or 47.98 sf / 8 Carton 383.76 sf.
 - Carpet by Patcraft, Style: Futura / 10380, Color: Modern 00500, 5.33 yds. per carton, 5.33 yds. or 47.98 sf. Install Carpet Tile.
 - Zephyr Primer, 95% Moisture Vapor Barrier, Encapsulator, or Primer Coating,
 - Apply Zephyr Primer
 - Reducers for Doorways
 - Install Johnsonite Rubber Base, 120 ft. of 4.5" Rubber Base / Color Black 1320 ft.
 - Dump Fee
 - Estimate for floor prep labor after asbestos tile and adhesive removed. Beams Flooring America is not responsible for circumstances that are unseen until existing flooring has been removed. If any floor prep is required it will be estimated as time equal to \$65 / man / hr. plus material prior to completion. Customer is responsible for all appliance / furniture moving unless otherwise noted.
 - Estimate #37096
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 \$23,907.00. 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 August, 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 and 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. The Contractor must furnish to the Owner a performance and payment bond each for 85% of the contracted amount to be executed by a surety company duly authorized to do business in this state prior to any work being started on the project.
13. 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.
14. In the event the work is delayed due to neglect of the Contractor, the Contractor agrees to pay the owner the sum of **\$500.00 per day** as liquidated damages until such time as the work is completed.

15. 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.
16. 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.
17. 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.
18. 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.
19. This agreement shall be interpreted under the laws of the State of Idaho.
20. 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:

Beams Flooring America

Contractor's License #: Contractor License RCE – 6634

Public Works License # Public Works # - PWC-C-15700-B-4

By: Mark L Beams

Title: Owner / President

TWIN FALLS PUBLIC SCHOOLS
SCHOOL DISTRICT NO. 411

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

GENERAL CONTRACT

This contract is hereby made and entered into this 30th day of March, 2023, 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:
 - Hallway Material – Carpet by Patcraft, Style: Futura / 10380, Color: Modern 00550, 5.33 yards per Carton, Size 173 boxes = 829 sf, freight, Shaw 5000 adhesive.
 - Door Entry: Carpet Tile by Shaw, Style: Pampas Tile II walk off mat, Color: Coal Ore, Size: 24" x 24" 5.33 yds. or 47.98 sf / carton, freight, Shaw 5000 adhesive.
 - Johnsonite: Style: 4.5" Rubber Base rolls, Color: 40 Black, Size: 12 If / roll = 1320 ft., freight.
 - Estimate #37095
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 \$36,139.00. 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 August, 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 and 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. The Contractor must furnish to the Owner a performance and payment bond each for 85% of the contracted amount to be executed by a surety company duly authorized to do business in this state prior to any work being started on the project.
13. 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.
14. In the event the work is delayed due to neglect of the Contractor, the Contractor agrees to pay the owner the sum of **\$500.00 per day** as liquidated damages until such time as the work is completed.
15. 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.
16. 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

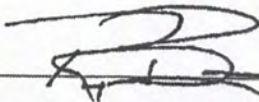
for damages or injury to persons or property arising out of or in connection with the acts and/or any performances or activities of Contractor, Contractor's agent, employees, or representatives under this agreement.

17. 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.
18. 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.
19. This agreement shall be interpreted under the laws of the State of Idaho.
20. 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:

Beams Flooring America

Contractor's License #: _____

Public Works License # _____ Contractor License RCE – 6634

By: Mark L Beams Public Works # - PWC-C-15700-B-4

Title: Owner / President

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

SERVICES CONTRACT

This contract is hereby made and entered into this 22nd day of March, 2023 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: Carpet by Patcraft / Carpet Tile. Style: Orbital, Color: Satellite 00520, 5.33 yards per Carton, 863.46 sf. = 18 Cartons, freight, Shaw 5000 Adhesive, Installation of Carpet Tile, Removal of Carpet and Vinyl, Install Rubber Base, Labor to Apply ZEPHYR Primer. Dump Fee. Minor Floor Prep. If any major floor prep is needed Beams Flooring America is not responsible for circumstances that are unseen until existing flooring has been removed. If any floor prep is required it will be billed at \$65/man/hr. plus material prior to completion. Customer is responsible for removal of all furniture unless otherwise noted. Other Specifications on Estimate #37036
2. Location that work is to be performed at: O'Leary Middle School –Room #24
3. The Owner hereby agrees to pay the Contractor, for the aforesaid materials and labor, the sum of \$6248.39. Once the work is completed, inspected and we receive the invoice from the Contractor; then we will put it in our next regular accounts payable cycle for board approval, which is the second Monday of each month.
4. The Contractor agrees that the entire above-described work shall be completed no later than the 11th day of August, 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.

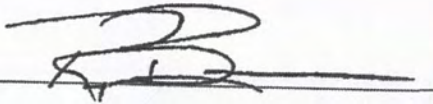
18. This agreement shall be interpreted under the laws of the State of Idaho.

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: Beams Flooring America

Contractor's License #: RCE - 6634

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

By: Mark L Beams

Title: Owner / President

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

SERVICES CONTRACT

This contract is hereby made and entered into this 31st day of March, 2023 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: Marmoleum MCT Tile, Color: MCT-629 Elger 13" X 13" / 2.0 MM product 53.82 sf. Per carton / 8 per carton, freight, Install Forbo MCT, Zephyr Primer Moisture Vapor Barrier, labor to apply primer, Minor Floor Prep and level floor at outside door. Install Rubber Base per lineal foot, Remove Asbestos \$3900.00. Beams Flooring America is not responsible for circumstances that are unseen until existing flooring has been removed. If any floor prep is required it will be billed at \$65.00/ man/ hr. plus material prior to completion. Customer is responsible for removal of all furniture. All specifics in Estimate #37108
2. Location that work is to be performed at: Harrison Elementary Faculty Room
3. The Owner hereby agrees to pay the Contractor, for the aforesaid materials and labor, the sum of \$8387.00. 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 11th day of August, 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.

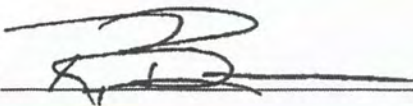
17. Neither the Owner nor Contractor shall have the right to assign any rights or interest occurring under this agreement without the written consent of the other, nor shall the Contractor assign any sums due, or to become due, to him under the provisions of this agreement.

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: Beams Flooring America

Contractor's License #: RCE - 6634

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

By: Mark L Beams

Title: Owner / President

003313

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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.

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 #: 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 12th day of June, 2023 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: Provide and install vinyl plank flooring in Room RLOC-1 per Estimate #37506
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 \$9,236.00. Once the work is completed, inspected and we receive the invoice from the Contractor; then we will put it in our next regular accounts payable cycle for board approval, which is the second Monday of each month.
4. The Contractor agrees that the entire above-described work shall be completed no later than the 15th day of August, 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.

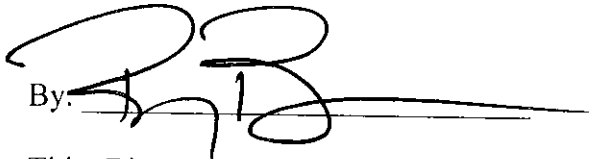
17. Neither the Owner nor Contractor shall have the right to assign any rights or interest occurring under this agreement without the written consent of the other, nor shall the Contractor assign any sums due, or to become due, to him under the provisions of this agreement.

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:

Beams Flooring America

Contractor's License #: RCE-6634

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

By: Mark L Beams

Title: Owner / President

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

SERVICES CONTRACT

This contract is hereby made and entered into this 6th day of June, 2023 by and between **Twin Falls School District**, hereafter called **Owner**, and Beams Flooring America, hereafter called **Contractor**.

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

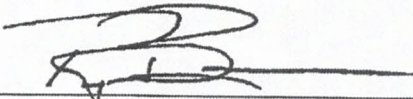
1. The Contractor agrees to provide all of the material and labor required to perform the following work: Asbestos removal, Reverse Demolition labor. Removal and disposal of an additional 600 sf. of carpet, tile and mastic on concrete and front of steps. Water and power will be provided on the jobsite by owner. The area will be free of furniture, baseboards and debris. PTI will properly clean and abate items in rooms as needed per the bid. Grinding will be used to remove the mastic, PTI to provide generator for the 3-phase power needed for the grinders. Not responsible for soft or crumbly concrete. Work to be performed under EPA regulations. PTI will provide 10-day EPA notice. PTI will provide waste manifests and landfill documentation of properly disposed of asbestos. Beam Flooring America agrees to pay in full within 30 days of the completion of asbestos. Estimate #37527.
2. Location that work is to be performed at: Twin Falls High School – Music or Choir Room.
3. The Owner hereby agrees to pay the Contractor, for the aforesaid materials and labor, the sum of \$6517.60. Once the work is completed, inspected and we receive the invoice from the Contractor; then we will put it in our next regular accounts payable cycle for board approval, which is the second Monday of each month.
4. The Contractor agrees that the entire above-described work shall be completed no later than the 11th day of August, 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: Beams Flooring America

Contractor's License #: RCE - 6634

Public Works License #: PWC-C-15700-B-4

By: Mark L Beams

Title: Owner / President

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

SERVICES CONTRACT

This contract is hereby made and entered into this 15th day of June, 2023 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: Material only-Provide and Install Rubber Flooring in Playground. Protect-All Flooring. Color: Light Gray. Size: 5' X 8' X 1/4" Sheets. 40 sf. per sheet X 26 sheets = 1040 sf. Protect -All #295 Adhesive per 2 gallon Pail. UZIN 170 Self Levelling Compound per bag. ZEPHER Primer Moisture Vapor Barrier, Encapsulator, and Primer Coating per square foot. 1-1/16" Stairnose metal. Style: 611HN Color: Hammered Nickel Estimate #37589
2. Location that work is to be performed at: Magic Valley High School – Playground.
3. The Owner hereby agrees to pay the Contractor, for the aforesaid materials and labor, the sum of \$8583.00. 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 11th day of August, 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 - 6634

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

By: Mark L Beams

Title: Owner / President

6/16

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

SERVICES CONTRACT

This contract is hereby made and entered into this 15th day of June, 2023 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: Labor Only – Demolition Labor: Demo and Dispose of existing glue down carpet per square foot. Floor Prep Labor. Stair Labor. Protect-All Labor: Basic install Glue Down – NO Seam Seal, NO weld per square foot. Labor to apply primer. Estimate #37590
2. Location that work is to be performed at: Magic Valley High School – Playground.
3. The Owner hereby agrees to pay the Contractor, for the aforesaid materials and labor, the sum of \$6528.00. 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 11th day of August, 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.

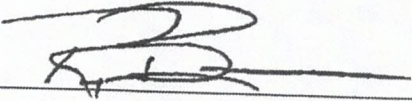
17. Neither the Owner nor Contractor shall have the right to assign any rights or interest occurring under this agreement without the written consent of the other, nor shall the Contractor assign any sums due, or to become due, to him under the provisions of this agreement.

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 - 6634

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

By: Mark L Beams

Title: Owner / President

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

SERVICES CONTRACT

This contract is hereby made and entered into this 5th day of June, 2023 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: Carpet by Patcraft / Carpet Tile. Style: Futura, Color: Atomic 00590 5.33 yards per carton, 575.64 sq. ft. = 12 cartons, freight, Shaw 5000 adhesive. Remove Carpet, Install Carpet tile, Apply ZEPHER Primer, Door Reducer, Johnsonite Rubber Base, Dump fee, Minor floor prep. Beams Flooring America is not responsible for circumstances that are unseen until existing flooring has been removed. If any floor prep is required it will be estimated as time equal to \$65/man/hr. plus material prior to completion. Customer is responsible for all appliance/furniture moving unless otherwise noted. Estimate #37518
2. Location that work is to be performed at: Lincoln Elementary School – K#3 Resource Balance of the Offices.
3. The Owner hereby agrees to pay the Contractor, for the aforesaid materials and labor, the sum of \$3975.00. 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 11th day of August, 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.

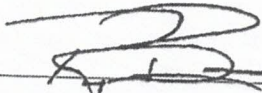
17. Neither the Owner nor Contractor shall have the right to assign any rights or interest occurring under this agreement without the written consent of the other, nor shall the Contractor assign any sums due, or to become due, to him under the provisions of this agreement.

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: Beams Flooring America

Contractor's License #: RCE - 6634

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

By: Mark L Beams

Title: Owner / President

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

SERVICES CONTRACT

This contract is hereby made and entered into this 29th day of June, 2023 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: Grinding work in the Faculty Room
2. Location that work is to be performed at: Twin Falls High School
3. The Owner hereby agrees to pay the Contractor, for the aforesaid materials and labor, the sum of \$1,991.80. 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 15th day of August, 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:

Beams Flooring America

Contractor's License #: RCE - 6634

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

By: Mark L Beams

Title: Owner / President

Boiler Maintenance LLC

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

SERVICES CONTRACT

This contract is hereby made and entered into this 25th 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 2 leaking tubes on Continental Boiler and hydro test boiler.
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 \$3400.00. 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 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.

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

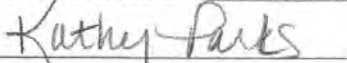
By: 

Title: Director of Educational Technology and Operations

CONTRACTOR: Boiler Maintenance, LLC

Contractor's License #: HVC-C-1857

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

By: 

Title: Member

Butte Fence

**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 April, 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: Installation of 6' Privacy slats 10' per bag – Dark Brown.
Quote #0150878
2. Location that work is to be performed at: Bickel Elementary School.
3. The Owner hereby agrees to pay the Contractor, for the aforesaid materials and labor, the sum of \$3244.32. 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 11th day of August, 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: Butte Fence, Inc.

Contractor's License #: PCE-2292

Public Works License #: PWC-C-15911-B-4

By: 

Title: Branch Manager