

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 16<sup>th</sup> day of March, 2023, by and between **Twin Falls School District**, hereafter called **Owner**, and **Evans Plumbing, Inc.**, hereafter called **Contractor**.

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

1. The Contractor agrees to provide all of the material and labor required to perform the following work:
  - Replace and Install a 6" RP in the mechanical room..
  - Reference #7-131110-1
2. Location that work is to be performed at: Canyon Ridge High School.
3. The Owner hereby agrees to pay the Contractor, for the aforesaid materials and labor, the sum of \$26,242.61. Once the work is completed, inspected and we receive the invoice from the Contractor; then we will put it in our next regular accounts payable cycle for board approval, which is the second Monday of each month.
4. The Contractor agrees that the entire above-described work shall be completed no later than the 11<sup>th</sup> 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

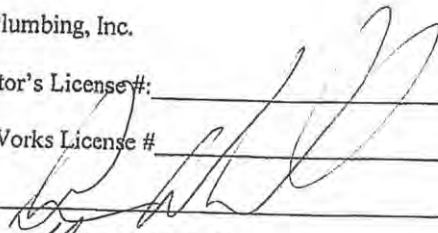
**CONTRACTOR:**

Evans Plumbing, Inc.

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

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

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



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

MANAGER

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

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

**GENERAL CONTRACT**

This contract is hereby made and entered into this 17<sup>th</sup> day of March, 2023, by and between **Twin Falls School District**, hereafter called **Owner**, and **Evans Plumbing, Inc.**, hereafter called **Contractor**.

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

1. The Contractor agrees to provide all of the material and labor required to perform the following work:
  - Install 2" RP bypass on 4" RP line.
  - Reference #7-131108-1
2. Location that work is to be performed at: Rock Creek Elementary School.
3. The Owner hereby agrees to pay the Contractor, for the aforesaid materials and labor, the sum of \$15,217.25. Once the work is completed, inspected and we receive the invoice from the Contractor; then we will put it in our next regular accounts payable cycle for board approval, which is the second Monday of each month.
4. The Contractor agrees that the entire above-described work shall be completed no later than the 11<sup>th</sup> 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:**

Evans Plumbing, Inc.

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

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

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

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



TWIN FALLS PUBLIC SCHOOLS  
**SCHOOL DISTRICT NO. 411**  
201 MAIN AVE. WEST  
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**GENERAL CONTRACT**

This contract is hereby made and entered into this 17<sup>th</sup> day of March, 2023, by and between **Twin Falls School District**, hereafter called **Owner**, and **Evans Plumbing, Inc.**, hereafter called **Contractor**.

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

1. The Contractor agrees to provide all of the material and labor required to perform the following work:
  - Remove and install 4' RP.
  - Reference #7-131108
2. Location that work is to be performed at: Rock Creek Elementary School.
3. The Owner hereby agrees to pay the Contractor, for the aforesaid materials and labor, the sum of \$20,675.68. Once the work is completed, inspected and we receive the invoice from the Contractor; then we will put it in our next regular accounts payable cycle for board approval, which is the second Monday of each month.
4. The Contractor agrees that the entire above-described work shall be completed no later than the 11<sup>th</sup> 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

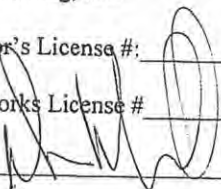
**CONTRACTOR:**

Evans Plumbing, Inc.

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

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

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



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

Manager

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

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

**GENERAL CONTRACT**

This contract is hereby made and entered into this 16<sup>th</sup> day of March, 2023, by and between **Twin Falls School District**, hereafter called **Owner**, and Evans Plumbing, Inc., hereafter called **Contractor**.

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

1. The Contractor agrees to provide all of the material and labor required to perform the following work:
  - Install a 3" RP and bypass for the 6" RP in the mechanical room.
  - Reference #7-131110
2. Location that work is to be performed at: Canyon Ridge High School.
3. The Owner hereby agrees to pay the Contractor, for the aforesaid materials and labor, the sum of \$24,611.82. 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 11<sup>th</sup> 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

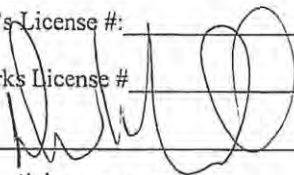
**CONTRACTOR:**

Evans Plumbing, Inc.

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

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

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



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

Manager

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

**SERVICES CONTRACT**

This contract is hereby made and entered into this 13<sup>th</sup> day of March, 2023 by and between **Twin Falls School District**, hereafter called **Owner**, and Evans Plumbing, Inc., hereafter called **Contractor**.

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

1. The Contractor agrees to provide all of the material and labor required to perform the following work: Cut out waste venting past water shut off and urinal. Supply and install re-connect venting. Reference #7-131395
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 \$5968.40. Once the work is completed, inspected and we receive the invoice from the Contractor; then we will put it in our next regular accounts payable cycle for board approval, which is the second Monday of each month.
4. The Contractor agrees that the entire above-described work shall be completed no later than the 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: Evans Plumbing**

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

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

By: 

Title: Manager

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

**SERVICES CONTRACT**

This contract is hereby made and entered into this 24<sup>th</sup> day of March, 2023 by and between **Twin Falls School District**, hereafter called **Owner**, and Evans Plumbing, Inc., hereafter called **Contractor**.

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

1. The Contractor agrees to provide all of the material and labor required to perform the following work: Phase #1 Demo fixtures and partition in girl's bathroom, B building #7-131391-2.
2. Location that work is to be performed at: O'Leary Middle School.
3. The Owner hereby agrees to pay the Contractor, for the aforesaid materials and labor, the sum of \$2050.00. 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 any defects resulting, from faulty materials or workmanship which shall become evident during a period of one year after completion of the work.
10. The Contractor agrees to furnish a valid certificate of insurance for Worker's Compensation and a valid certificate of liability listing the Twin Falls School District as the additional insured for \$1M to the Owner prior to work being started on the project.
11. Contractor must obtain all necessary permits and licenses required by the local municipal/county government to do the work.
12. In the event the Contractor is delayed in the prosecution of the work by acts of God, fire, flood or any other unavoidable casualties; or by labor strikes, late delivery of materials; or by neglect of the Owner; the time for completion of the work shall be extended for the same period as the delay occasioned by any of the aforementioned causes.
13. In the event the work is delayed due to neglect of the Contractor, the Contractor agrees to pay the owner the sum of **\$100 per day** as liquidated damages until such time as the work is completed.
14. This contract contains the entire agreement of the parties, and there are no other promises or conditions in any other agreement whether oral or written concerning the subject matter of this contract. This contract supersedes any prior written or oral agreements between the parties.
15. Contractor agrees to indemnify, defend, and hold harmless the Owner, and its officers, agents and employees, from and against any and all claims, losses, actions, or judgments for damages or injury to persons or property arising out of or in connection with the acts and/or any performances or activities of Contractor, Contractor's agent, employees, or representatives under this agreement.
16. The Owner shall have the right to inspect all work performed under this contract. All work that needs to be inspected or tested and certified by an engineer as a condition of any government departments or other state agency, or inspected and certified by the local health officer, shall be done at each necessary stage of the project and before further work can continue. All inspection and certification (if required) will be done at the Owner's expense.

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

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

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

**OWNER:**

Twin Falls School District

By: 

Title: Director of Educational Technology and Operations

**CONTRACTOR:**

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

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

By: 

Title: Manager



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

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**GENERAL CONTRACT**

This contract is hereby made and entered into this 28<sup>th</sup> day of March, 2023, by and between **Twin Falls School District**, hereafter called **Owner**, and Evans Plumbing, 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 Furnish and install partitions in girls restroom, B building #7-131391-5.
2. Location that work is to be performed at: O'Leary Middle School.
3. The Owner hereby agrees to pay the Contractor, for the aforesaid materials and labor, the sum of \$13,254.00. 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 6<sup>th</sup> 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:**

Evans Plumbing, Inc.

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

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

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

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

Manager

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

**SERVICES CONTRACT**

This contract is hereby made and entered into this 24<sup>th</sup> day of March, 2023 by and between **Twin Falls School District**, hereafter called **Owner**, and Evans Plumbing, Inc., hereafter called **Contractor**.

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

1. The Contractor agrees to provide all of the material and labor required to perform the following work: Phase #3 Install new fixtures for girl's bathroom, B building #7-131391-1.
2. Location that work is to be performed at: O'Leary Middle School.
3. The Owner hereby agrees to pay the Contractor, for the aforesaid materials and labor, the sum of \$9973.89. 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 any defects resulting, from faulty materials or workmanship which shall become evident during a period of one year after completion of the work.
10. The Contractor agrees to furnish a valid certificate of insurance for Worker's Compensation and a valid certificate of liability listing the Twin Falls School District as the additional insured for \$1M to the Owner prior to work being started on the project.
11. Contractor must obtain all necessary permits and licenses required by the local municipal/county government to do the work.
12. In the event the Contractor is delayed in the prosecution of the work by acts of God, fire, flood or any other unavoidable casualties; or by labor strikes, late delivery of materials; or by neglect of the Owner; the time for completion of the work shall be extended for the same period as the delay occasioned by any of the aforementioned causes.
13. In the event the work is delayed due to neglect of the Contractor, the Contractor agrees to pay the owner the sum of **\$100 per day** as liquidated damages until such time as the work is completed.
14. This contract contains the entire agreement of the parties, and there are no other promises or conditions in any other agreement whether oral or written concerning the subject matter of this contract. This contract supersedes any prior written or oral agreements between the parties.
15. Contractor agrees to indemnify, defend, and hold harmless the Owner, and its officers, agents and employees, from and against any and all claims, losses, actions, or judgments for damages or injury to persons or property arising out of or in connection with the acts and/or any performances or activities of Contractor, Contractor's agent, employees, or representatives under this agreement.
16. The Owner shall have the right to inspect all work performed under this contract. All work that needs to be inspected or tested and certified by an engineer as a condition of any government departments or other state agency, or inspected and certified by the local health officer, shall be done at each necessary stage of the project and before further work can continue. All inspection and certification (if required) will be done at the Owner's expense.

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

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

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

**OWNER:**

Twin Falls School District

By: 

Title: Director of Educational Technology and Operations

**CONTRACTOR:**

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

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

By: 

Title: Manager

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

**SERVICES CONTRACT**

This contract is hereby made and entered into this 27<sup>th</sup> day of March, 2023 by and between **Twin Falls School District**, hereafter called **Owner**, and Evans Plumbing, Inc., hereafter called **Contractor**.

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

1. The Contractor agrees to provide all of the material and labor required to perform the following work: Phase 1: Demo Fixtures and partitions in Boys Bathroom.  
Reference#7-131394
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 \$2050.00. 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 11<sup>th</sup> 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.

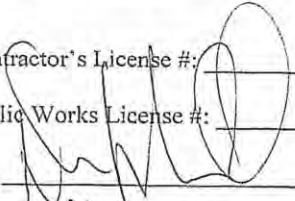
**OWNER:**

Twin Falls School District

By: 

Title: Director of Educational Technology and Operations

**CONTRACTOR: Evans Plumbing, Inc.**

Contractor's License #: 

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

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

Title: Manager

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

**SERVICES CONTRACT**

This contract is hereby made and entered into this 27<sup>th</sup> day of March, 2023 by and between **Twin Falls School District**, hereafter called **Owner**, and Evans Plumbing, Inc., hereafter called **Contractor**.

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

1. The Contractor agrees to provide all of the material and labor required to perform the following work: Phase 2: Install new Fixtures in Boys Bathroom.  
Reference #7-131394-1
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 \$8826.00. 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 11<sup>th</sup> 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: Evans Plumbing, Inc.**

Contractor's License #: 

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

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

Title: Manager

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

**SERVICES CONTRACT**

This contract is hereby made and entered into this 28<sup>th</sup> day of March, 2023 by and between **Twin Falls School District**, hereafter called **Owner**, and Evans Plumbing, Inc., hereafter called **Contractor**.

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

1. The Contractor agrees to provide all of the material and labor required to perform the following work: Phase 3; Furnish and install partitions in Boy's Bathroom.  
Reference #7-131394-2
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 \$8547.00. 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 11<sup>th</sup> 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

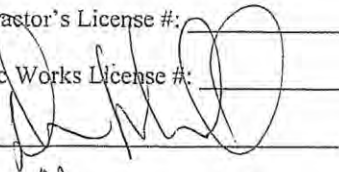
By: 

Title: Director of Educational Technology and Operations

**CONTRACTOR: Evans Plumbing, Inc.**

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

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

By: 

Title: Manager

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

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

**SERVICES CONTRACT**

This contract is hereby made and entered into this 24<sup>th</sup> day of March, 2023 by and between **Twin Falls School District**, hereafter called **Owner**, and Evans Plumbing, Inc., hereafter called **Contractor**.

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

1. The Contractor agrees to provide all of the material and labor required to perform the following work: Phase #1 Demo fixtures and partitions in boy's bathroom, B building #7-131391-3.
2. Location that work is to be performed at: O'Leary Middle School.
3. The Owner hereby agrees to pay the Contractor, for the aforesaid materials and labor, the sum of \$2050.00. 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 any defects resulting, from faulty materials or workmanship which shall become evident during a period of one year after completion of the work.
10. The Contractor agrees to furnish a valid certificate of insurance for Worker's Compensation and a valid certificate of liability listing the Twin Falls School District as the additional insured for \$1M to the Owner prior to work being started on the project.
11. Contractor must obtain all necessary permits and licenses required by the local municipal/county government to do the work.
12. In the event the Contractor is delayed in the prosecution of the work by acts of God, fire, flood or any other unavoidable casualties; or by labor strikes, late delivery of materials; or by neglect of the Owner; the time for completion of the work shall be extended for the same period as the delay occasioned by any of the aforementioned causes.
13. In the event the work is delayed due to neglect of the Contractor, the Contractor agrees to pay the owner the sum of **\$100 per day** as liquidated damages until such time as the work is completed.
14. This contract contains the entire agreement of the parties, and there are no other promises or conditions in any other agreement whether oral or written concerning the subject matter of this contract. This contract supersedes any prior written or oral agreements between the parties.
15. Contractor agrees to indemnify, defend, and hold harmless the Owner, and its officers, agents and employees, from and against any and all claims, losses, actions, or judgments for damages or injury to persons or property arising out of or in connection with the acts and/or any performances or activities of Contractor, Contractor's agent, employees, or representatives under this agreement.
16. The Owner shall have the right to inspect all work performed under this contract. All work that needs to be inspected or tested and certified by an engineer as a condition of any government departments or other state agency, or inspected and certified by the local health officer, shall be done at each necessary stage of the project and before further work can continue. All inspection and certification (if required) will be done at the Owner's expense.

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

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

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

**OWNER:**

Twin Falls School District

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



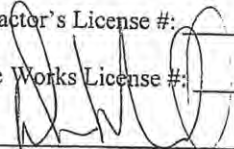
Title: Director of Educational Technology and Operations

**CONTRACTOR:**

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

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

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



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

Manager

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

**SERVICES CONTRACT**

This contract is hereby made and entered into this 28<sup>th</sup> day of March, 2023 by and between **Twin Falls School District**, hereafter called **Owner**, and Evans Plumbing, Inc., hereafter called **Contractor**.

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

1. The Contractor agrees to provide all of the material and labor required to perform the following work: Phase #2. Furnish and install partitions in boys restroom, B building #7-131391-4.
2. Location that work is to be performed at: O'Leary Middle School.
3. The Owner hereby agrees to pay the Contractor, for the aforesaid materials and labor, the sum of \$9946.00. 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 any defects resulting, from faulty materials or workmanship which shall become evident during a period of one year after completion of the work.
10. The Contractor agrees to furnish a valid certificate of insurance for Worker's Compensation and a valid certificate of liability listing the Twin Falls School District as the additional insured for \$1M to the Owner prior to work being started on the project.
11. Contractor must obtain all necessary permits and licenses required by the local municipal/county government to do the work.
12. In the event the Contractor is delayed in the prosecution of the work by acts of God, fire, flood or any other unavoidable casualties; or by labor strikes, late delivery of materials; or by neglect of the Owner; the time for completion of the work shall be extended for the same period as the delay occasioned by any of the aforementioned causes.
13. In the event the work is delayed due to neglect of the Contractor, the Contractor agrees to pay the owner the sum of **\$100 per day** as liquidated damages until such time as the work is completed.
14. This contract contains the entire agreement of the parties, and there are no other promises or conditions in any other agreement whether oral or written concerning the subject matter of this contract. This contract supersedes any prior written or oral agreements between the parties.
15. Contractor agrees to indemnify, defend, and hold harmless the Owner, and its officers, agents and employees, from and against any and all claims, losses, actions, or judgments for damages or injury to persons or property arising out of or in connection with the acts and/or any performances or activities of Contractor, Contractor's agent, employees, or representatives under this agreement.
16. The Owner shall have the right to inspect all work performed under this contract. All work that needs to be inspected or tested and certified by an engineer as a condition of any government departments or other state agency, or inspected and certified by the local health officer, shall be done at each necessary stage of the project and before further work can continue. All inspection and certification (if required) will be done at the Owner's expense.

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

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

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

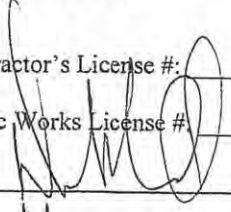
**OWNER:**

Twin Falls School District

By: 

Title: Director of Educational Technology and Operations

**CONTRACTOR:**

Contractor's License #: 

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

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

Title: Manager



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

**SERVICES CONTRACT**

This contract is hereby made and entered into this 24<sup>th</sup> day of March, 2023 by and between **Twin Falls School District**, hereafter called **Owner**, and Evans Plumbing, Inc., hereafter called **Contractor**.

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

1. The Contractor agrees to provide all of the material and labor required to perform the following work: Phase #3 Install new fixtures in boy's bathroom, B building #7-131391.
2. Location that work is to be performed at: O'Leary Middle School.
3. The Owner hereby agrees to pay the Contractor, for the aforesaid materials and labor, the sum of \$9486.48. Once the work is completed, inspected and we receive the invoice from the Contractor; then we will put it in our next regular accounts payable cycle for board approval, which is the second Monday of each month.
4. The Contractor agrees that the entire above-described work shall be completed no later than the 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 any defects resulting, from faulty materials or workmanship which shall become evident during a period of one year after completion of the work.
10. The Contractor agrees to furnish a valid certificate of insurance for Worker's Compensation and a valid certificate of liability listing the Twin Falls School District as the additional insured for \$1M to the Owner prior to work being started on the project.
11. Contractor must obtain all necessary permits and licenses required by the local municipal/county government to do the work.
12. In the event the Contractor is delayed in the prosecution of the work by acts of God, fire, flood or any other unavoidable casualties; or by labor strikes, late delivery of materials; or by neglect of the Owner; the time for completion of the work shall be extended for the same period as the delay occasioned by any of the aforementioned causes.
13. In the event the work is delayed due to neglect of the Contractor, the Contractor agrees to pay the owner the sum of **\$100 per day** as liquidated damages until such time as the work is completed.
14. This contract contains the entire agreement of the parties, and there are no other promises or conditions in any other agreement whether oral or written concerning the subject matter of this contract. This contract supersedes any prior written or oral agreements between the parties.
15. Contractor agrees to indemnify, defend, and hold harmless the Owner, and its officers, agents and employees, from and against any and all claims, losses, actions, or judgments for damages or injury to persons or property arising out of or in connection with the acts and/or any performances or activities of Contractor, Contractor's agent, employees, or representatives under this agreement.
16. The Owner shall have the right to inspect all work performed under this contract. All work that needs to be inspected or tested and certified by an engineer as a condition of any government departments or other state agency, or inspected and certified by the local health officer, shall be done at each necessary stage of the project and before further work can continue. All inspection and certification (if required) will be done at the Owner's expense.

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

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

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

**OWNER:**

Twin Falls School District

By: 

Title: Director of Educational Technology and Operations

**CONTRACTOR:**

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

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

By: 

Title: Manager

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

**SERVICES CONTRACT**

This contract is hereby made and entered into this 16<sup>th</sup> day of March, 2023 by and between **Twin Falls School District**, hereafter called **Owner**, and Evans Plumbing, Inc. hereafter called **Contractor**.

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

1. The Contractor agrees to provide all of the material and labor required to perform the following work: Phase I. Remove 5 water heaters to prepare floor to be raised so new 40 gallon water heaters can be installed. Reference #7-131141
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 \$2000.00. 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. Reference #7-131141-1
4. The Contractor agrees that the entire above-described work shall be completed no later than the 11th day of August, 2022.
5. The Contractor agrees to provide and pay for all materials, tools and equipment required for the prosecution and timely completion of the work. Unless otherwise specified, all materials shall be new and of good quality.
6. In the prosecution of the work, the Contractor shall employ a sufficient number of workers skilled in the trade to suitably perform the work.
7. All changes and deviations in the work ordered by the Owner must be in writing, the contract sum being increased or decreased accordingly by the Contractor. Any claims for increases in the cost of the work must be presented by the Contractor to the Owner in writing, and written approval of the Owner shall be obtained by the Contractor before proceeding with the ordered change or revision.
8. The Owner, Owner's representative and public authorities shall at all times have access to the work.

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

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

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

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

**OWNER:**  
Twin Falls School District

By: 

Title: Director of Educational Technology and Operations

**CONTRACTOR: Evans Plumbing, Inc.**

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

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

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

Title: Manager

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

**SERVICES CONTRACT**

This contract is hereby made and entered into this 16<sup>th</sup> day of March, 2023 by and between **Twin Falls School District**, hereafter called **Owner**, and Evans Plumbing, Inc. hereafter called **Contractor**.

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

1. The Contractor agrees to provide all of the material and labor required to perform the following work: Phase II. Install 5 new 40 gallon water heaters and re-pipe. Estimate does not include re-piping venting, depending on how high water heaters are raised.
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 \$8859.00. 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. Reference #7-131141-1
4. The Contractor agrees that the entire above-described work shall be completed no later than the 11th day of August, 2022.
5. The Contractor agrees to provide and pay for all materials, tools and equipment required for the prosecution and timely completion of the work. Unless otherwise specified, all materials shall be new and of good quality.
6. In the prosecution of the work, the Contractor shall employ a sufficient number of workers skilled in the trade to suitably perform the work.
7. All changes and deviations in the work ordered by the Owner must be in writing, the contract sum being increased or decreased accordingly by the Contractor. Any claims for increases in the cost of the work must be presented by the Contractor to the Owner in writing, and written approval of the Owner shall be obtained by the Contractor before proceeding with the ordered change or revision.
8. The Owner, Owner's representative and public authorities shall at all times have access to the work.



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

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

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

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

**OWNER:**

Twin Falls School District

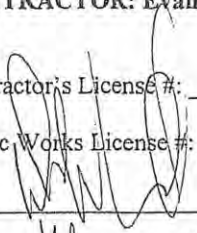
By: 

Title: Director of Educational Technology and Operations

**CONTRACTOR: Eyans Plumbing, Inc.**

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

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

By: 

Title: Manager

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

**SERVICES CONTRACT**

This contract is hereby made and entered into this 7<sup>th</sup> day of June, 2023 by and between **Twin Falls School District**, hereafter called **Owner**, and Evan's Plumbing, 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 urinal screens in boy's restroom. Reference#7-133583
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 \$3800.00. 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

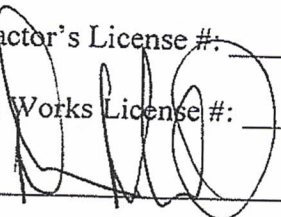
By: 

Title: Director of Educational Technology and Operations

**CONTRACTOR: Evans Plumbing, Inc.**

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

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

By: 

Title: Manager

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

**SERVICES CONTRACT**

This contract is hereby made and entered into this 7<sup>th</sup> day of June, 2023 by and between **Twin Falls School District**, hereafter called **Owner**, and Evan's Plumbing, 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 10 urinal screens in boy's bathrooms. Reference #7-133581
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 \$5400.00. 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: Evans Plumbing, Inc.**

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

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

By: 

Title: Manager



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

**SERVICES CONTRACT**

This contract is hereby made and entered into this 7<sup>th</sup> day of June, 2023 by and between **Twin Falls School District**, hereafter called **Owner**, and Evan's Plumbing, 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 10 urinal screens in boy's bathrooms. Reference #7-133582
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 \$5400.00. 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.

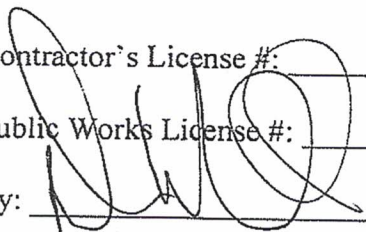
**OWNER:**

Twin Falls School District

By: 

Title: Director of Educational Technology and Operations

**CONTRACTOR: Evans Plumbing, Inc.**

Contractor's License #: 

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

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

Title: Manager



## Doug Hemingway Construction

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

### SERVICES CONTRACT

This contract is hereby made and entered into this 8<sup>th</sup> day of May, 2023 by and between **Twin Falls School District**, hereafter called **Owner**, and Doug Hemingway Construction, hereafter called **Contractor**.

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

1. The Contractor agrees to provide all of the material and labor required to perform the following work: Phase 1- New Concrete curb along building, Prep and set concrete curb 15" X 12" 423' feet, dowel and epoxy rebar 3' on center, set two 3' concrete valley gutters X 20'.
2. Location that work is to be performed at: Oregon Trail Elementary School – Front Entry of School Northside.
3. The Owner hereby agrees to pay the Contractor, for the aforesaid materials and labor, the sum of \$8350.00. 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

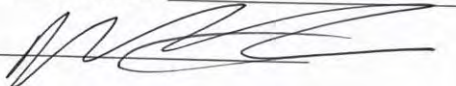
By: 

Title: Director of Educational Technology and Operations

**CONTRACTOR:**

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

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

By: 

Title: owner

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

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

**SERVICES CONTRACT**

This contract is hereby made and entered into this 8<sup>th</sup> day of May, 2023 by and between **Twin Falls School District**, hereafter called **Owner**, and Doug Hemingway Construction, hereafter called **Contractor**.

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

1. The Contractor agrees to provide all of the material and labor required to perform the following work: Phase II – Finish and strip concrete curbing, Finish two 3' concrete Valley Gutters z 20', add strip forums
2. Location that work is to be performed at: Oregon Trail Elementary School – Front Entry of School Northside.
3. The Owner hereby agrees to pay the Contractor, for the aforesaid materials and labor, the sum of \$9220.00. 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

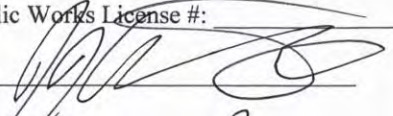
By: 

Title: Director of Educational Technology and Operations

**CONTRACTOR:**

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

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

By: 

Title: owner

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

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

**SERVICES CONTRACT**

This contract is hereby made and entered into this 8<sup>th</sup> day of May, 2023 by and between **Twin Falls School District**, hereafter called **Owner**, and Doug Hemingway Construction, hereafter called **Contractor**.

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

1. The Contractor agrees to provide all of the material and labor required to perform the following work: Phase 2- Landscaping – Remove old sprinklers. Add top soil and grading for new sod.
2. Location that work is to be performed at: Oregon Trail Elementary School – Front Entry of School Northside.
3. The Owner hereby agrees to pay the Contractor, for the aforesaid materials and labor, the sum of \$8250.00. 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: 

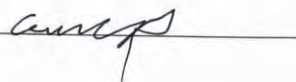
Title: Director of Educational Technology and Operations

**CONTRACTOR:**

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

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

By: 

Title: 

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

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

**SERVICES CONTRACT**

This contract is hereby made and entered into this 8<sup>th</sup> day of May, 2023 by and between **Twin Falls School District**, hereafter called **Owner**, and Doug Hemingway Construction, hereafter called **Contractor**.

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

1. The Contractor agrees to provide all of the material and labor required to perform the following work: Phase 3 Landscaping – Install new sod and repair sprinklers and lawn repair if needed.
2. Location that work is to be performed at: Oregon Trail Elementary School – Front Entry of School Northside.
3. The Owner hereby agrees to pay the Contractor, for the aforesaid materials and labor, the sum of \$8750.00. 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 #: \_\_\_\_\_

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

By: 

Title: owner

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

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

**SERVICES CONTRACT**

This contract is hereby made and entered into this 8<sup>th</sup> day of May, 2023 by and between **Twin Falls School District**, hereafter called **Owner**, and Doug Hemingway Construction, hereafter called **Contractor**.

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

1. The Contractor agrees to provide all of the material and labor required to perform the following work: Phase 4 Landscaping – landscape both sides of entrance with Shrubs, boulders and decorative rock. Equipment Rental.
2. Location that work is to be performed at: Oregon Trail Elementary School – Front Entry of School Northside.
3. The Owner hereby agrees to pay the Contractor, for the aforesaid materials and labor, the sum of \$9950.00. 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: 

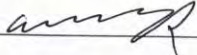
Title: Director of Educational Technology and Operations

**CONTRACTOR:**

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

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

By: 

Title: 

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

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

**SERVICES CONTRACT**

This contract is hereby made and entered into this 8<sup>th</sup> day of May, 2023 by and between **Twin Falls School District**, hereafter called **Owner**, and Doug Hemingway Construction, hereafter called **Contractor**.

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

1. The Contractor agrees to provide all of the material and labor required to perform the following work: Phase 1 Landscaping – Remove shrubs and debris in front of building and both sides. Dump fees.
2. Location that work is to be performed at: Oregon Trail Elementary School – Front Entry of School Northside.
3. The Owner hereby agrees to pay the Contractor, for the aforesaid materials and labor, the sum of \$8000.00. 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 #: \_\_\_\_\_

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

By: 

Title: Const

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 15<sup>th</sup> day of May, 2023 by and between **Twin Falls School District**, hereafter called **Owner**, and Doug Hemingway Construction, hereafter called **Contractor**.

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

1. The Contractor agrees to provide all of the material and labor required to perform the following work: Phase 3. Install new concrete sidewalk 6'X60', 8'X2' Valley Gutter. Material, Labor and Excavation.
2. Location that work is to be performed at: O'Leary – North East Corner of front entry.
3. The Owner hereby agrees to pay the Contractor, for the aforesaid materials and labor, the sum of \$5950.00. 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: Doug Hemingway Construction**

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

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

By: 

Title: 



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

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

**SERVICES CONTRACT**

This contract is hereby made and entered into this 15<sup>th</sup> day of May, 2023 by and between **Twin Falls School District**, hereafter called **Owner**, and Doug Hemingway Construction, hereafter called **Contractor**.

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

1. The Contractor agrees to provide all of the material and labor required to perform the following work: Install new concrete pad over existing slab for water heaters. 6' X 11' or 4 or 5 inches. Material and Labor.
2. Location that work is to be performed at: Harrison Elementary School – Boiler Room.
3. The Owner hereby agrees to pay the Contractor, for the aforesaid materials and labor, the sum of \$2500.00. 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: Doug Hemingway Construction**

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

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

By: 

Title: 

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

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

**SERVICES CONTRACT**

This contract is hereby made and entered into this 15<sup>th</sup> day of May, 2023 by and between **Twin Falls School District**, hereafter called **Owner**, and Doug Hemingway Construction, hereafter called **Contractor**.

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

1. The Contractor agrees to provide all of the material and labor required to perform the following work: Phase 2. Install new catch basin and grade 5'X5'X6'. Materials, Labor and Excavation.
2. Location that work is to be performed at: O'Leary – North East Corner of front entry.
3. The Owner hereby agrees to pay the Contractor, for the aforesaid materials and labor, the sum of \$6500.00. 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

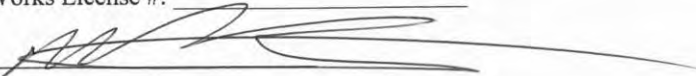
By: 

Title: Director of Educational Technology and Operations

**CONTRACTOR: Doug Hemingway Construction**

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

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

By: 

Title: owner



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

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

**SERVICES CONTRACT**

This contract is hereby made and entered into this 15<sup>th</sup> day of May, 2023 by and between **Twin Falls School District**, hereafter called **Owner**, and Doug Hemingway Construction, hereafter called **Contractor**.

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

1. The Contractor agrees to provide all of the material and labor required to perform the following work: Phase 1. Remove and replace concrete slabs 10' X 10', 11' X 18'. Grade existing gravel to catch Basin. Material and Labor.
2. Location that work is to be performed at: O'Leary – North East Corner of front entry.
3. The Owner hereby agrees to pay the Contractor, for the aforesaid materials and labor, the sum of \$9750.00. 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: Doug Hemingway Construction**

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

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

By: 

Title: owner

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

**SERVICES CONTRACT**

This contract is hereby made and entered into this 6<sup>th</sup> day of February, 2023 by and between **Twin Falls School District**, hereafter called **Owner**, and Doug Hemingway Construction, hereafter called **Contractor**.

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

1. The Contractor agrees to provide all of the material and labor required to perform the following work: Remove tree and grind stump, Install new flagpole, concrete 3'x3'x6' round. Materials, labor and excavation.
2. Location that work is to be performed at: Robert Stuart Middle School - Southwest corner of front entry.
3. The Owner hereby agrees to pay the Contractor, for the aforesaid materials and labor, the sum of \$7750.00. 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 May, 2023.
5. The Contractor agrees to provide and pay for all materials, tools and equipment required for the prosecution and timely completion of the work. Unless otherwise specified, all materials shall be new and of good quality.
6. In the prosecution of the work, the Contractor shall employ a sufficient number of workers skilled in the trade to suitably perform the work.
7. All changes and deviations in the work ordered by the Owner must be in writing, the contract sum being increased or decreased accordingly by the Contractor. Any claims for increases in the cost of the work must be presented by the Contractor to the Owner in writing, and written approval of the Owner shall be obtained by the Contractor before proceeding with the ordered change or revision.



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

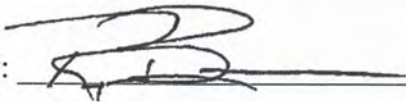
17. Neither the Owner nor Contractor shall have the right to assign any rights or interest occurring under this agreement without the written consent of the other, nor shall the Contractor assign any sums due, or to become due, to him under the provisions of this agreement.

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

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

**OWNER:**

Twin Falls School District

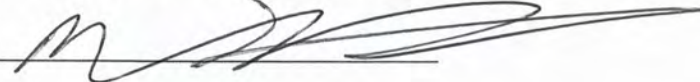
By: 

Title: Director of Educational Technology and Operations

**CONTRACTOR: Doug Hemingway Construction**

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

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

By: 

Title: owner



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

**SERVICES CONTRACT**

This contract is hereby made and entered into this 1st day of July, 2023 by and between **Twin Falls School District**, hereafter called **Owner**, and Doug Hemingway Construction, hereafter called **Contractor**.

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

1. The Contractor agrees to provide all of the material and labor required to perform the following work: Remove three trees and grind stumps. Remove four concrete slabs 6'X6' labor only.
2. Location that work is to be performed at: Robert Stuart Middle School. Gym Entrance.
3. The Owner hereby agrees to pay the Contractor, for the aforesaid materials and labor, the sum of \$6400.00. 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.



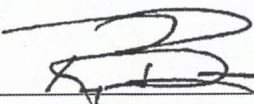
17. Neither the Owner nor Contractor shall have the right to assign any rights or interest occurring under this agreement without the written consent of the other, nor shall the Contractor assign any sums due, or to become due, to him under the provisions of this agreement.

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: Doug Hemingway Construction**

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

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

By: 

Title: owner

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

**SERVICES CONTRACT**

This contract is hereby made and entered into this 13<sup>th</sup> day of June, 2023 by and between **Twin Falls School District**, hereafter called **Owner**, and Doug Hemingway Construction, hereafter called **Contractor**.

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

1. The Contractor agrees to provide all of the material and labor required to perform the following work: Install five 10' Concrete T Barriers 8" wide top, 17" wide Bottom, 30" tall.
2. Location that work is to be performed at: Magic Valley High School.
3. The Owner hereby agrees to pay the Contractor, for the aforesaid materials and labor, the sum of \$4690.00. 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.

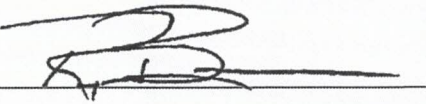
17. Neither the Owner nor Contractor shall have the right to assign any rights or interest occurring under this agreement without the written consent of the other, nor shall the Contractor assign any sums due, or to become due, to him under the provisions of this agreement.

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: Doug Hemingway Construction**

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

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

By: 

Title: owner



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

**SERVICES CONTRACT**

This contract is hereby made and entered into this 12th day of July, 2023 by and between **Twin Falls School District**, hereafter called **Owner**, and Doug Hemingway Construction, hereafter called **Contractor**.

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

1. The Contractor agrees to provide all of the material and labor required to perform the following work: Install 70' of rain gutters and two white downspouts.
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 \$1800.00. 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.

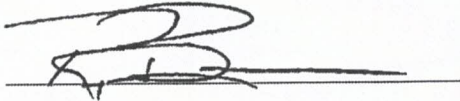
18. This agreement shall be interpreted under the laws of the State of Idaho.

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: \_\_\_\_\_



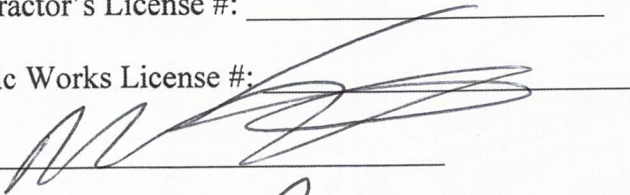
Title: Director of Educational Technology and Operations

**CONTRACTOR: Doug Hemingway Construction**

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

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

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



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



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

**SERVICES CONTRACT**

This contract is hereby made and entered into this 12th day of July, 2023 by and between **Twin Falls School District**, hereafter called **Owner**, and Doug Hemingway Construction, hereafter called **Contractor**.

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

1. The Contractor agrees to provide all of the material and labor required to perform the following work: Install 80' of rain gutters and three white downspouts.
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 \$1950.00. 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.

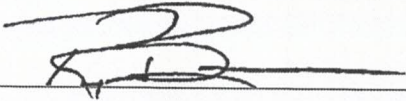
18. This agreement shall be interpreted under the laws of the State of Idaho.

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: \_\_\_\_\_



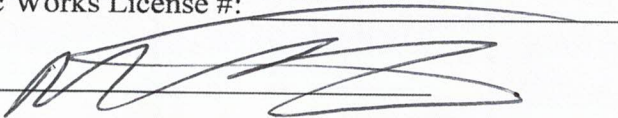
Title: Director of Educational Technology and Operations

**CONTRACTOR: Doug Hemingway Construction**

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

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

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



Title: owner



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

**SERVICES CONTRACT**

This contract is hereby made and entered into this 13<sup>th</sup> day of June, 2023 by and between **Twin Falls School District**, hereafter called **Owner**, and J&R Asphalt Maintenance, Inc., hereafter called **Contractor**.

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

1. The Contractor agrees to provide all of the material and labor required to perform the following work: Phase 2- Base: Remove dirt and re-grade existing base to sub-grade water roll and compact 1206 sf. Gravel: Furnish place and compact 4" depth of  $\frac{3}{4}$  road base gravel 30 tons Asphalt paving: Furnish, place and compact 3" depth of hot mix asphalt 1206 sf. Mobilization of Equipment to and from jobsite.
2. Location that work is to be performed at: Robert Stuart Middle School Section #2 South.
3. The Owner hereby agrees to pay the Contractor, for the aforesaid materials and labor, the sum of \$9518.40. Once the work is completed, inspected and we receive the invoice from the Contractor; then we will put it in our next regular accounts payable cycle for board approval, which is the second Monday of each month.
4. The Contractor agrees that the entire above-described work shall be completed no later than the 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.



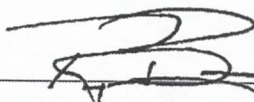
17. Neither the Owner nor Contractor shall have the right to assign any rights or interest occurring under this agreement without the written consent of the other, nor shall the Contractor assign any sums due, or to become due, to him under the provisions of this agreement.

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: J&R Asphalt Maintenance, Inc.**

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

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

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

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

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

**SERVICES CONTRACT**

This contract is hereby made and entered into this 13<sup>th</sup> day of June, 2023 by and between **Twin Falls School District**, hereafter called **Owner**, and J&R Asphalt Maintenance, Inc., hereafter called **Contractor**.

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

1. The Contractor agrees to provide all of the material and labor required to perform the following work: Phase 2- Base: Remove dirt and re-grade existing base to sub-grade water roll and compact 1206 sf. Gravel: Furnish place and compact 4" depth of  $\frac{3}{4}$  road base gravel 30 tons Asphalt paving: Furnish, place and compact 3" depth of hot mix asphalt 1206 sf. Mobilization of Equipment to and from jobsite.
2. Location that work is to be performed at: Robert Stuart Middle School Section #2 South.
3. The Owner hereby agrees to pay the Contractor, for the aforesaid materials and labor, the sum of \$9518.40. Once the work is completed, inspected and we receive the invoice from the Contractor; then we will put it in our next regular accounts payable cycle for board approval, which is the second Monday of each month.
4. The Contractor agrees that the entire above-described work shall be completed no later than the 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: J&R Asphalt Maintenance, Inc.**

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

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

By: 

Title: 



Sent Stack of  
Contracts to  
Ryan 6/14

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 13<sup>th</sup> day of June, 2023 by and between **Twin Falls School District**, hereafter called **Owner**, and J&R Asphalt Maintenance, Inc., hereafter called **Contractor**.

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

1. The Contractor agrees to provide all of the material and labor required to perform the following work: Phase 1- Base: Remove dirt and re-grade existing base to sub-grade water roll and compact 1206 sf. Gravel: Furnish place and compact 4" depth of ¾ road base gravel 30 tons Asphalt paving: Furnish, place and compact 3" depth of hot mix asphalt 1206 sf. Mobilization of Equipment to and from jobsite.
2. Location that work is to be performed at: Robert Stuart Middle School Section #1 North.
3. The Owner hereby agrees to pay the Contractor, for the aforesaid materials and labor, the sum of \$9518.40. Once the work is completed, inspected and we receive the invoice from the Contractor; then we will put it in our next regular accounts payable cycle for board approval, which is the second Monday of each month.
4. The Contractor agrees that the entire above-described work shall be completed no later than the 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.

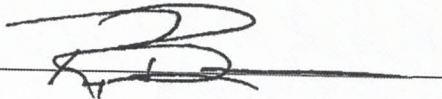
18. This agreement shall be interpreted under the laws of the State of Idaho.

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: J&R Asphalt Maintenance, Inc.**

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

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

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

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



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

**SERVICES CONTRACT**

This contract is hereby made and entered into this 13<sup>th</sup> day of June, 2023 by and between **Twin Falls School District**, hereafter called **Owner**, and J&R Asphalt Maintenance, Inc., hereafter called **Contractor**.

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

1. The Contractor agrees to provide all of the material and labor required to perform the following work: Phase 3- Base: Remove dirt and re-grade existing base to sub-grade water roll and compact 1206 sf. Gravel: Furnish place and compact 4" depth of  $\frac{3}{4}$  road base gravel 30 tons Asphalt paving: Furnish, place and compact 3" depth of hot mix asphalt 1206 sf. Mobilization of Equipment to and from jobsite.
2. Location that work is to be performed at: Robert Stuart Middle School Section #3.
3. The Owner hereby agrees to pay the Contractor, for the aforesaid materials and labor, the sum of \$9518.40. Once the work is completed, inspected and we receive the invoice from the Contractor; then we will put it in our next regular accounts payable cycle for board approval, which is the second Monday of each month.
4. The Contractor agrees that the entire above-described work shall be completed no later than the 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.



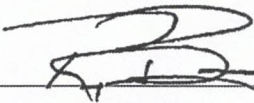
17. Neither the Owner nor Contractor shall have the right to assign any rights or interest occurring under this agreement without the written consent of the other, nor shall the Contractor assign any sums due, or to become due, to him under the provisions of this agreement.

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: J&R Asphalt Maintenance, Inc.**

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

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

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

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



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

**SERVICES CONTRACT**

This contract is hereby made and entered into this 13<sup>th</sup> day of June, 2023 by and between **Twin Falls School District**, hereafter called **Owner**, and J&R Asphalt Maintenance, Inc., hereafter called **Contractor**.

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

1. The Contractor agrees to provide all of the material and labor required to perform the following work: Phase 3- Base: Remove dirt and re-grade existing base to sub-grade water roll and compact 1206 sf. Gravel: Furnish place and compact 4" depth of  $\frac{3}{4}$  road base gravel 30 tons Asphalt paving: Furnish, place and compact 3" depth of hot mix asphalt 1206 sf. Mobilization of Equipment to and from jobsite.
2. Location that work is to be performed at: Robert Stuart Middle School Section #3.
3. The Owner hereby agrees to pay the Contractor, for the aforesaid materials and labor, the sum of \$9518.40. Once the work is completed, inspected and we receive the invoice from the Contractor; then we will put it in our next regular accounts payable cycle for board approval, which is the second Monday of each month.
4. The Contractor agrees that the entire above-described work shall be completed no later than the 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

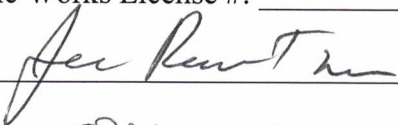
By: \_\_\_\_\_

Title: Director of Educational Technology and Operations

**CONTRACTOR: J&R Asphalt Maintenance, Inc.**

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

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

By: 

Title: Owner



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

**SERVICES CONTRACT**

This contract is hereby made and entered into this 13<sup>th</sup> day of June, 2023 by and between **Twin Falls School District**, hereafter called **Owner**, and J&R Asphalt Maintenance, Inc., hereafter called **Contractor**.

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

1. The Contractor agrees to provide all of the material and labor required to perform the following work: Phase 1- Base: Remove dirt and re-grade existing base to sub-grade water roll and compact 1206 sf. Gravel: Furnish place and compact 4" depth of  $\frac{3}{4}$  road base gravel 30 tons Asphalt paving: Furnish, place and compact 3" depth of hot mix asphalt 1206 sf. Mobilization of Equipment to and from jobsite.
2. Location that work is to be performed at: Robert Stuart Middle School Section #1 North.
3. The Owner hereby agrees to pay the Contractor, for the aforesaid materials and labor, the sum of \$9518.40. Once the work is completed, inspected and we receive the invoice from the Contractor; then we will put it in our next regular accounts payable cycle for board approval, which is the second Monday of each month.
4. The Contractor agrees that the entire above-described work shall be completed no later than the 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: J&R Asphalt Maintenance, Inc.**

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

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

By: 

Title: 

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

**SERVICES CONTRACT**

This contract is hereby made and entered into this 13<sup>th</sup> day of June, 2023 by and between **Twin Falls School District**, hereafter called **Owner**, and J&R Asphalt Maintenance, Inc., hereafter called **Contractor**.

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

1. The Contractor agrees to provide all of the material and labor required to perform the following work: Phase 4- Base: Remove dirt and re-grade existing base to sub-grade water roll and compact 1206 sf. Gravel: Furnish place and compact 4" depth of  $\frac{3}{4}$  road base gravel 30 tons Asphalt paving: Furnish, place and compact 3" depth of hot mix asphalt 1206 sf. Mobilization of Equipment to and from jobsite.
2. Location that work is to be performed at: Robert Stuart Middle School Section #4.
3. The Owner hereby agrees to pay the Contractor, for the aforesaid materials and labor, the sum of \$9518.40. Once the work is completed, inspected and we receive the invoice from the Contractor; then we will put it in our next regular accounts payable cycle for board approval, which is the second Monday of each month.
4. The Contractor agrees that the entire above-described work shall be completed no later than the 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: J&R Asphalt Maintenance, Inc.**

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

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

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

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



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

**SERVICES CONTRACT**

This contract is hereby made and entered into this 13<sup>th</sup> day of June, 2023 by and between **Twin Falls School District**, hereafter called **Owner**, and J&R Asphalt Maintenance, Inc., hereafter called **Contractor**.

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

1. The Contractor agrees to provide all of the material and labor required to perform the following work: Phase 4- Base: Remove dirt and re-grade existing base to sub-grade water roll and compact 1206 sf. Gravel: Furnish place and compact 4" depth of  $\frac{3}{4}$  road base gravel 30 tons Asphalt paving: Furnish, place and compact 3" depth of hot mix asphalt 1206 sf. Mobilization of Equipment to and from jobsite.
2. Location that work is to be performed at: Robert Stuart Middle School Section #4.
3. The Owner hereby agrees to pay the Contractor, for the aforesaid materials and labor, the sum of \$9518.40. Once the work is completed, inspected and we receive the invoice from the Contractor; then we will put it in our next regular accounts payable cycle for board approval, which is the second Monday of each month.
4. The Contractor agrees that the entire above-described work shall be completed no later than the 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: J&R Asphalt Maintenance, Inc.**

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

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

By: 

Title: owner



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

**SERVICES CONTRACT**

This contract is hereby made and entered into this 13<sup>th</sup> day of June, 2023 by and between **Twin Falls School District**, hereafter called **Owner**, and J & R Asphalt maintenance, Inc., hereafter called **Contractor**.

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

1. The Contractor agrees to provide all of the material and labor required to perform the following work: BASE: Remove old Asphalt. Finish grade existing base water roll and compact. ASHALT PAVING: Furnish place and compact 3" depth of hot mix asphalt. Mobilization of equipment to and from jobsite.
2. Location that work is to be performed at: Twin Falls Maintenance Department – East Front Entrance.
3. The Owner hereby agrees to pay the Contractor, for the aforesaid materials and labor, the sum of \$9853.60. 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.

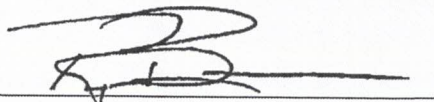
18. This agreement shall be interpreted under the laws of the State of Idaho.

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: \_\_\_\_\_



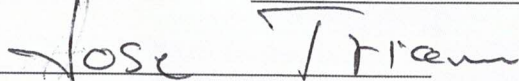
Title: Director of Educational Technology and Operations

**CONTRACTOR: J & R Asphalt Maintenance, Inc.**

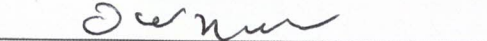
Contractor's License #: \_\_\_\_\_

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

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



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





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

**SERVICES CONTRACT**

This contract is hereby made and entered into this 13<sup>th</sup> day of June, 2023 by and between **Twin Falls School District**, hereafter called **Owner**, and J & R Asphalt maintenance, Inc., hereafter called **Contractor**.

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

1. The Contractor agrees to provide all of the material and labor required to perform the following work: BASE: Remove old Asphalt. Finish grade existing base water roll and compact. ASHALT PAVING: Furnish place and compact 3" depth of hot mix asphalt. Mobilization of equipment to and from jobsite.
2. Location that work is to be performed at: Twin Falls maintenance Department – Front West Entrance.
3. The Owner hereby agrees to pay the Contractor, for the aforesaid materials and labor, the sum of \$9853.60. 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

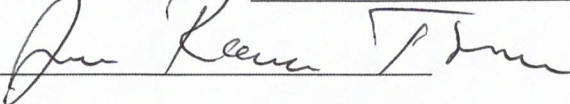
By: 

Title: Director of Educational Technology and Operations

**CONTRACTOR: J & R Asphalt Maintenance, Inc.**

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

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

By: 

Title: Owner

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

**SERVICES CONTRACT**

This contract is hereby made and entered into this 13th day of March, 2023 by and between **Twin Falls School District**, hereafter called **Owner**, and Petruzzelli Electric, hereafter called **Contractor**.

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

1. The Contractor agrees to provide all of the material and labor required to perform the following work: Provide and install a dedicated 120 V 20-amp receptacle in the ceiling of the art classroom where the new Air Filter System will be installed. Install the (Provide) Air Filter System in the Art Classroom and plug into receptacle.
2. Location that work is to be performed at: Magic Valley High School.
3. The Owner hereby agrees to pay the Contractor, for the aforesaid materials and labor, the sum of \$3180.00. 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 any defects resulting, from faulty materials or workmanship which shall become evident during a period of one year after completion of the work.
10. The Contractor agrees to furnish a valid certificate of insurance for Worker's Compensation and a valid certificate of liability listing the Twin Falls School District as the additional insured for \$1M to the Owner prior to work being started on the project.
11. Contractor must obtain all necessary permits and licenses required by the local municipal/county government to do the work.
12. In the event the Contractor is delayed in the prosecution of the work by acts of God, fire, flood or any other unavoidable casualties; or by labor strikes, late delivery of materials; or by neglect of the Owner; the time for completion of the work shall be extended for the same period as the delay occasioned by any of the aforementioned causes.
13. In the event the work is delayed due to neglect of the Contractor, the Contractor agrees to pay the owner the sum of **\$100 per day** as liquidated damages until such time as the work is completed.
14. This contract contains the entire agreement of the parties, and there are no other promises or conditions in any other agreement whether oral or written concerning the subject matter of this contract. This contract supersedes any prior written or oral agreements between the parties.
15. Contractor agrees to indemnify, defend, and hold harmless the Owner, and its officers, agents and employees, from and against any and all claims, losses, actions, or judgments for damages or injury to persons or property arising out of or in connection with the acts and/or any performances or activities of Contractor, Contractor's agent, employees, or representatives under this agreement.
16. The Owner shall have the right to inspect all work performed under this contract. All work that needs to be inspected or tested and certified by an engineer as a condition of any government departments or other state agency, or inspected and certified by the local health officer, shall be done at each necessary stage of the project and before further work can continue. All inspection and certification (if required) will be done at the Owner's expense.



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

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

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

**OWNER:**

Twin Falls School District

By: 

Title: Director of Educational Technology and Operations

**CONTRACTOR:**

Contractor's License #: ELE-C-23255

Public Works License #: 007541-C-4

By: 

Title: PROJECT MANAGER



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

**SERVICES CONTRACT**

This contract is hereby made and entered into this 7<sup>th</sup> day of July, 2023 by and between **Twin Falls School District**, hereafter called **Owner**, and Petruzzelli Electric, hereafter called **Contractor**.

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

1. The Contractor agrees to provide all of the material and labor required to perform the following work: Provide and install a 110-amp 220-volt surface mounted circuit on top of the roof for the new 5 ton inside unit from the existing pole mounted meter main. Provide and install a 60-amp 220-volt surface mounted circuit on top of the roof for the outside AC unit from the existing pole mounted meter main.
2. Location that work is to be performed at: Magic Valley High School.
3. The Owner hereby agrees to pay the Contractor, for the aforesaid materials and labor, the sum of \$9782.00. 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: Petruzzelli Electric**

Contractor's License #: ELE-C-23255

Public Works License #: 007541-C-4

By: Brian Sackitt

Title: PROJECT MANAGER

## Rock Creek Refrigeration

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

### SERVICES CONTRACT

This contract is hereby made and entered into this 11<sup>th</sup> day of May, 2023 by and between **Twin Falls School District**, hereafter called **Owner**, and Rock Creek Refrigeration, hereafter called **Contractor**.

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

1. The Contractor agrees to provide all of the material and labor required to perform the following work: A/C with grounded comp., Replace Compressor, Contactor, Filter Drier and Capacitor, New Freon due to acid in old charge. Mileage.
2. Location that work is to be performed at: Twin Falls High School – Admin office.
3. The Owner hereby agrees to pay the Contractor, for the aforesaid materials and labor, the sum of \$2308.81. 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 25th day of May, 2023.
5. The Contractor agrees to provide and pay for all materials, tools and equipment required for the prosecution and timely completion of the work. Unless otherwise specified, all materials shall be new and of good quality.
6. In the prosecution of the work, the Contractor shall employ a sufficient number of workers skilled in the trade to suitably perform the work.
7. All changes and deviations in the work ordered by the Owner must be in writing, the contract sum being increased or decreased accordingly by the Contractor. Any claims for increases in the cost of the work must be presented by the Contractor to the Owner in writing, and written approval of the Owner shall be obtained by the Contractor before proceeding with the ordered change or revision.
8. The Owner, Owner's representative and public authorities shall at all times have access to the work.



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

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

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

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

**OWNER:**

Twin Falls School District

By: 

Title: Director of Educational Technology and Operations

**CONTRACTOR:**

Rock Creek Refrigeration

Contractor's License #: 011248

Public Works License #: 011958-C-4

By: 

Title: OWNER



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

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

**SERVICES CONTRACT**

This contract is hereby made and entered into this 5<sup>th</sup> day of June, 2023 by and between **Twin Falls School District**, hereafter called **Owner**, and **Rock Creek Refrigeration**, hereafter called **Contractor**.

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

1. The Contractor agrees to provide all of the material and labor required to perform the following work: New compressor with a 5 year warranty and labor to replace the compressor on turbo air. Mileage and freight.
2. Location that work is to be performed at: Xavier Charter School
3. The Owner hereby agrees to pay the Contractor, for the aforesaid materials and labor, the sum of 1685.11. 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 30<sup>th</sup> 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.



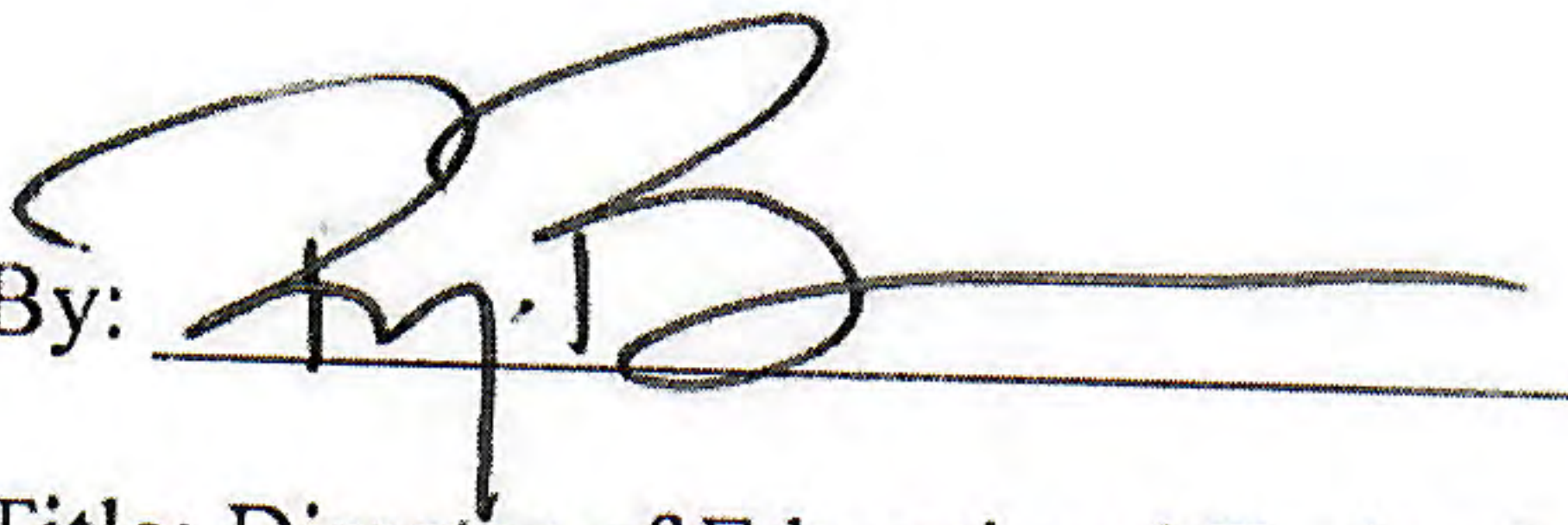
17. Neither the Owner nor Contractor shall have the right to assign any rights or interest occurring under this agreement without the written consent of the other, nor shall the Contractor assign any sums due, or to become due, to him under the provisions of this agreement.

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:**

Rock Creek Refrigeration

Contractor's License #: 011248

Public Works License #: 011958-C-4

By: 

Title: OWNER



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

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

**SERVICES CONTRACT**

This contract is hereby made and entered into this 13<sup>th</sup> day of June, 2023 by and between **Twin Falls School District**, hereafter called **Owner**, and **Rock Creek Refrigeration**, hereafter called **Contractor**.

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

1. The Contractor agrees to provide all of the material and labor required to perform the following work: Provide and Install nine new aluminum filters, alter sizes to fit in units, dispose of old filters. Mileage and labor included.
2. Location that work is to be performed at: Pillar Falls Elementary School.
3. The Owner hereby agrees to pay the Contractor, for the aforesaid materials and labor, the sum of \$1977.30. Once the work is completed, inspected and we receive the invoice from the Contractor; then we will put it in our next regular accounts payable cycle for board approval, which is the second Monday of each month.
4. The Contractor agrees that the entire above-described work shall be completed no later than the 19th day of 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.

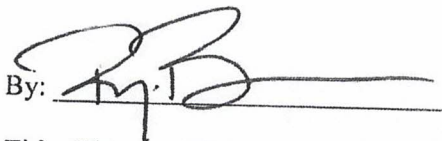
17. Neither the Owner nor Contractor shall have the right to assign any rights or interest occurring under this agreement without the written consent of the other, nor shall the Contractor assign any sums due, or to become due, to him under the provisions of this agreement.

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:**

Rock Creek Refrigeration

Contractor's License #: 011248

Public Works License #: 011958-C-4

By: 

Title: OWNER



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

**SERVICES CONTRACT**

This contract is hereby made and entered into this 10th day of July, 2023 by and between **Twin Falls School District**, hereafter called **Owner**, and **Rock Creek Refrigeration**, hereafter called **Contractor**.

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

1. The Contractor agrees to provide all of the material and labor required to perform the following work: Equipment for install of 5 ton heat pump in daycare building to include 5 ton heat pump, air handler, line set 20KW heat strip and stat. This quote does not include Electrical.
2. Location that work is to be performed at: Magic Valley High School – Daycare Building.
3. The Owner hereby agrees to pay the Contractor, for the aforesaid materials and labor, the sum of \$8250.00. 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.



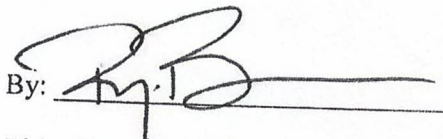
17. Neither the Owner nor Contractor shall have the right to assign any rights or interest occurring under this agreement without the written consent of the other, nor shall the Contractor assign any sums due, or to become due, to him under the provisions of this agreement.

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: 

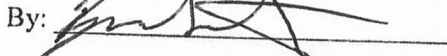
Title: Director of Educational Technology and Operations

**CONTRACTOR:**

Rock Creek Refrigeration

Contractor's License #: 011248

Public Works License #: 011958-C-4

By: 

Title: OWNER



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

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

**SERVICES CONTRACT**

This contract is hereby made and entered into this 10th day of July, 2023 by and between **Twin Falls School District**, hereafter called **Owner**, and Rock Creek Refrigeration, hereafter called **Contractor**.

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

1. The Contractor agrees to provide all of the material and labor required to perform the following work: Install ductwork for 5 ton heat pump to include Duct work, Grills, Registers and insulation for Metal Duct. This quote does not include Electrical.
2. Location that work is to be performed at: Magic Valley High School – Daycare Building.
3. The Owner hereby agrees to pay the Contractor, for the aforesaid materials and labor, the sum of \$2935.00. 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.

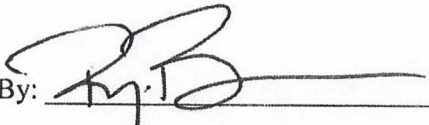
9. The Contractor agrees to re-execute any work which does not conform to the drawings (if required) and specifications, warrants the work performed, and agrees to remedy any defects resulting, from faulty materials or workmanship which shall become evident during a period of one year after completion 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:**

Rock Creek Refrigeration

Contractor's License #: 011248

Public Works License #: 011958-C-4

By: 

Title: OWNER



## Quality Roofers

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

### GENERAL CONTRACT

This contract is hereby made and entered into this 11<sup>th</sup> day of April, 2023, by and between **Twin Falls School District**, hereafter called **Owner**, and Quality Roofers, Inc., hereafter called **Contractor**.

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

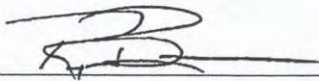
1. The Contractor agrees to provide all of the material and labor required to perform the following work:
  - Install one (1) layer of protective Mat and a new 60-mil TPO roof system over the existing roofing. This Includes new pipe flashings, curb flashings, drip edge, roof vent and term bar where needed. Clean up of work area to be included. All deck work is on a cost plus basis if any is required.
2. Location that work is to be performed at: O'Leary Middle School – Modular EPDM roof.
3. The Owner hereby agrees to pay the Contractor, for the aforesaid materials and labor, the sum of \$22,631.93. Once the work is completed, inspected and we receive the invoice from the Contractor; then we will put it in our next regular accounts payable cycle for board approval, which is the second Monday of each month.
4. The Contractor agrees that the entire above-described work shall be completed no later than the 6<sup>th</sup> 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:**

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

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

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

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



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

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

**GENERAL CONTRACT**

This contract is hereby made and entered into this 9<sup>th</sup> day of February, 2023, by and between **Twin Falls School District**, hereafter called **Owner**, and **Quality Roofers, Inc.**, hereafter called **Contractor**.

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

1. The Contractor agrees to provide all of the material and labor required to perform the following work:
  - Phase 1 upper roof above cafeteria: Install one (1) layer of protective Mat and a new 60-mil TPO roof system over the existing roofing. This includes new pipe flashings, curb flashings, drip edge, roof vent and term bar where needed. Clean up of work area is included in this proposal.
  - All deck work is on a cost plus basis if any is required.
2. Location that work is to be performed at: Canyon Ridge High School.
3. The Owner hereby agrees to pay the Contractor, for the aforesaid materials and labor, the sum of \$49,000.00. Once the work is completed, inspected and we receive the invoice from the Contractor; then we will put it in our next regular accounts payable cycle for board approval, which is the second Monday of each month.
4. The Contractor agrees that the entire above-described work shall be completed no later than the 11<sup>th</sup> 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:  \_\_\_\_\_

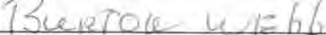
Title: Director of Educational Technology and Operations

**CONTRACTOR:**

Quality Roofers, Inc.

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

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

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

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



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

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

**GENERAL CONTRACT**

This contract is hereby made and entered into this 9<sup>th</sup> day of February, 2023, by and between **Twin Falls School District**, hereafter called **Owner**, and **Quality Roofers, Inc.**, hereafter called **Contractor**.

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

1. The Contractor agrees to provide all of the material and labor required to perform the following work:
  - Phase II 400 Hall: Install one (1) layer of protective Mat and a new 60-mil TPO roof system over the existing roofing. This includes new pipe flashings, curb flashings, drip edge, roof vent and term bar where needed. Clean up of work area is included in this proposal.
  - All deck work is on a cost plus basis if any is required.
2. Location that work is to be performed at: Canyon Ridge High School.
3. The Owner hereby agrees to pay the Contractor, for the aforesaid materials and labor, the sum of \$45,000.00. Once the work is completed, inspected and we receive the invoice from the Contractor; then we will put it in our next regular accounts payable cycle for board approval, which is the second Monday of each month.
4. The Contractor agrees that the entire above-described work shall be completed no later than the 11<sup>th</sup> 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

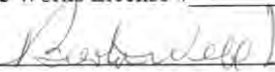
**CONTRACTOR:**

Quality Roofers, Inc.

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

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

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



Title: President



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

**GENERAL CONTRACT**

This contract is hereby made and entered into this 9<sup>th</sup> day of February, 2023, by and between **Twin Falls School District**, hereafter called **Owner**, and **Quality Roofers, Inc.**, hereafter called **Contractor**.

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

1. The Contractor agrees to provide all of the material and labor required to perform the following work:
  - Phase III 400 Commons: Install one (1) layer of protective Mat and a new 60-mil TPO roof system over the existing roofing. This includes new pipe flashings, curb flashings, drip edge, roof vent and term bar where needed. Clean up of work area is included in this proposal.
  - All deck work is on a cost plus basis if any is required.
2. Location that work is to be performed at: Canyon Ridge High School.
3. The Owner hereby agrees to pay the Contractor, for the aforesaid materials and labor, the sum of \$21,000.00. Once the work is completed, inspected and we receive the invoice from the Contractor; then we will put it in our next regular accounts payable cycle for board approval, which is the second Monday of each month.
4. The Contractor agrees that the entire above-described work shall be completed no later than the 11<sup>th</sup> 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:**

Quality Roofers, Inc.

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

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

By: 

Title: President



Sent to Carol 7/14

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 15<sup>th</sup> day of June, 2023 by and between **Twin Falls School District**, hereafter called **Owner**, and **Quality Roofers, Inc.**, hereafter called **Contractor**.

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

1. The Contractor agrees to provide all of the material and labor required to perform the following work: Tear off old metal roofing, then install one layer of Protective Mat and a new 60-mil TPO roof system. To include new pipe flashings, curb flashings, drip edge, roof vent and term bar where needed. Clean up of work area is included in this proposal. If plywood is needed the cost to remove and install is at \$80.00 per sheet. If all plywood needs to be replaced cost will be \$1210.00. All deck work is on a cost plus basis if any is required.
2. Location that work is to be performed at: Magic Valley High School – Modular next to main building on the Northeast side.
3. The Owner hereby agrees to pay the Contractor, for the aforesaid materials and labor, the sum of \$8013.00. 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 #: \_\_\_\_\_

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

By: 

Title: PRESIDENT



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

**SERVICES CONTRACT**

This contract is hereby made and entered into this 15<sup>th</sup> day of June, 2023 by and between **Twin Falls School District**, hereafter called **Owner**, and Quality Roofers, Inc., hereafter called **Contractor**.

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

1. The Contractor agrees to provide all of the material and labor required to perform the following work: Tear off old metal roofing, then install one layer of Protective Mat and a new 60-mil TPO roof system. To include new pipe flashings, curb flashings, drip edge, roof vent and term bar where needed. Clean up of work area is included in this proposal. If plywood is needed the cost to remove and install is at \$80.00 per sheet. If all plywood needs to be replaced cost will be \$1210.00. All deck work is on a cost plus basis if any is required.
2. Location that work is to be performed at: Magic Valley High School – Modular next to main building on the Southwest side.
3. The Owner hereby agrees to pay the Contractor, for the aforesaid materials and labor, the sum of \$8013.00. 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.

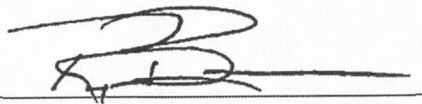
18. This agreement shall be interpreted under the laws of the State of Idaho.

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: \_\_\_\_\_



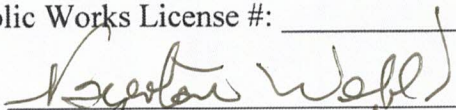
Title: Director of Educational Technology and Operations

**CONTRACTOR:**

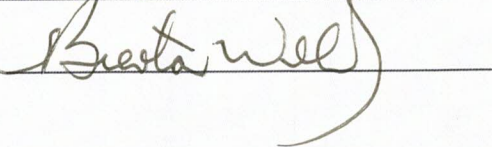
Contractor's License #: \_\_\_\_\_

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

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



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





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

**SERVICES CONTRACT**

This contract is hereby made and entered into this 15<sup>th</sup> day of June, 2023 by and between **Twin Falls School District**, hereafter called **Owner**, and Quality Roofers, Inc., hereafter called **Contractor**.

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

1. The Contractor agrees to provide all of the material and labor required to perform the following work: Tear off old metal roofing, then install one layer of Protective Mat and a new 60-mil TPO roof system. To include new pipe flashings, curb flashings, drip edge, roof vent and term bar where needed. Clean up of work area is included in this proposal. There is signs of bad plywood if needed the cost to remove and install is at \$80.00 per sheet. If all plywood needs to be replaced cost will be \$1210.00. All deck work is on a cost plus basis if any is required.
2. Location that work is to be performed at: Harrison Elementary School – 2ply Modular Southside.
3. The Owner hereby agrees to pay the Contractor, for the aforesaid materials and labor, the sum of \$7838.00. 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.

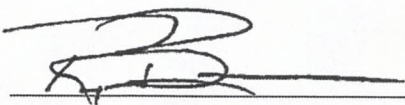
17. Neither the Owner nor Contractor shall have the right to assign any rights or interest occurring under this agreement without the written consent of the other, nor shall the Contractor assign any sums due, or to become due, to him under the provisions of this agreement.

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

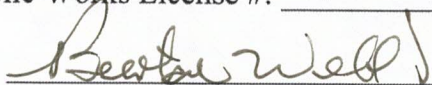
By: 

Title: Director of Educational Technology and Operations

**CONTRACTOR: Quality Roofer, Inc.**

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

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

By: 

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



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

**SERVICES CONTRACT**

This contract is hereby made and entered into this 2<sup>nd</sup> day of May, 2023 by and between **Twin Falls School District**, hereafter called **Owner**, and Twin Falls Glass, hereafter called **Contractor**.

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

1. The Contractor agrees to provide all of the material and labor required to perform the following work: (1) 40 X 90 18 GA Steel Door and Frame (Custom Sized) with von Duprin 99 Panic Device, wing pull, Continuous Hinge, Best Cylinder and Materials and Labor to Install. Door painting to be supplied by others.
2. Location that work is to be performed at: Bickel Elementary School – Library Ext. Door.
3. The Owner hereby agrees to pay the Contractor, for the aforesaid materials and labor, the sum of \$5945.00. 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

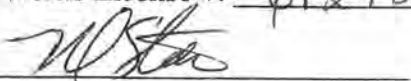
By: 

Title: Director of Educational Technology and Operations

**CONTRACTOR: Twin Falls Glass**

Contractor's License #: RCE-23838

Public Works License #: 012457-CC-4

By: 

Title: Owner



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

**GENERAL CONTRACT**

This contract is hereby made and entered into this 4<sup>th</sup> day of May 2023, by and between **Twin Falls School District**, hereafter called **Owner**, and Twin Falls Glass, hereafter called **Contractor**.

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

1. The Contractor agrees to provide all of the material and labor required to perform the following work:
  - (4) Size 3070 18 gauge steel doors with Von Duprin 99 Panic Devices and lever trims, LCN Closers, best cylinders, Continuous Hinges, ½ Lite Low E Glass.
  - Material and labor to install and Performance bond included.
  - Door Painting to be supplied by others
2. Location that work is to be performed at: Twin Falls High School G building.
3. The Owner hereby agrees to pay the Contractor, for the aforesaid materials and labor, the sum of \$19,661.00. 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 11<sup>th</sup> 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: Twin Falls Glass**

\_\_\_\_\_  
Contractor's License #: RCF-23838

Public Works License # Ø12457-CC-4

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

Title: Owner



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

**GENERAL CONTRACT**

This contract is hereby made and entered into this 4<sup>th</sup> day of May 2023, by and between **Twin Falls School District**, hereafter called **Owner**, and Twin Falls Glass, hereafter called **Contractor**.

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

1. The Contractor agrees to provide all of the material and labor required to perform the following work:
  - (4) Size 3070 Aluminum Storefront Doors with Von Duprin 99 Panic Devices, LCN Closers, 10" Pulls, Continuous Hinges, Low E Glass on top and panel on bottom.
  - Material and labor to install and Performance bond included.
  - Door Painting to be supplied by others
2. Location that work is to be performed at: Morningside Elementary School- Hall Doors.
3. The Owner hereby agrees to pay the Contractor, for the aforesaid materials and labor, the sum of \$23,421.00. 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 11<sup>th</sup> 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: Twin Falls Glass**

Contractor's License #: RCE-23838

Public Works License # Ø12457-CC-4

By: 

Title: OWNER



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

**SERVICES CONTRACT**

This contract is hereby made and entered into this 15<sup>th</sup> day of June, 2023 by and between **Twin Falls School District**, hereafter called **Owner**, and Twin Falls Glass, LLC, hereafter called **Contractor**.

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

1. The Contractor agrees to provide all of the material and labor required to perform the following work: Seven- Jones 4000, HV, 1 3/8" set back, Exterior White/Interior White, U- factor: .29, SHGC .30 VT: .57. Argon Filled, Tariff. Model = Half Vent.  
  
One- Jones 4000, HV, 1/38" Setback, Exterior White/Interior White, U- Factor: .29, SHGC: .30. VT: .57. 1/8" Sun Coat (Low E) Tempered over 1/8" Clear Tempered. Argon Gas Filled, Tariff, Model = Half Vent  
  
One- Jones 4000, HV, 1 3/8" Setback, Exterior White/Interior White, U-Factor: .29, SHGC: .30, VT: .57. Argon Gas Filled, Tariff, Model = Half Vent.
2. Location that work is to be performed at: Magic Valley High School.
3. The Owner hereby agrees to pay the Contractor, for the aforesaid materials and labor, the sum of \$5012.27. 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

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: Twin Falls Glass, LLC**

Contractor's License #: RCE 23838

Public Works License #: 012457-CC-4

By: 

Title: OWNER



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

**SERVICES CONTRACT**

This contract is hereby made and entered into this 20<sup>th</sup> day of April, 2023 by and between **Twin Falls School District**, hereafter called **Owner**, and Twin Falls Glass, hereafter called **Contractor**.

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

1. The Contractor agrees to provide all of the material and labor required to perform the following work: Removal of existing door frame & installation of new storefront door frame.
2. Location that work is to be performed at: Canyon Ridge High School.
3. The Owner hereby agrees to pay the Contractor, for the aforesaid materials and labor, the sum of \$4155.00. 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 ~~11<sup>th</sup>~~<sup>30</sup> 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: Twin Falls Glass**

Contractor's License #: RCE-23838

Public Works License #: Q12457-CC-4

By: 

Title: OWNER