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Beams Flooring America

## Boiler Maintenance LLC

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

### SERVICES CONTRACT

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

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

1. The Contractor agrees to provide all of the material and labor required to perform the following work: Phase 1 – KN-16 replacement block.
2. Location that work is to be performed at: South Hills Middle School.
3. The Owner hereby agrees to pay the Contractor, for the aforesaid materials and labor, the sum of \$9850.00. 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 24th 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.

Twin Falls School District  
Service Contracts Summer 2023

9. The Contractor agrees to re-execute any work which does not conform to the drawings (if required) and specifications, warrants the work performed, and agrees to remedy any defects resulting, from faulty materials or workmanship which shall become evident during a period of one year after completion of the work.
10. The Contractor agrees to furnish a valid certificate of insurance for Worker's Compensation and a valid certificate of liability listing the Twin Falls School District as the additional insured for \$1M to the Owner prior to work being started on the project.
11. Contractor must obtain all necessary permits and licenses required by the local municipal/county government to do the work.
12. In the event the Contractor is delayed in the prosecution of the work by acts of God, fire, flood or any other unavoidable casualties; or by labor strikes, late delivery of materials; or by neglect of the Owner; the time for completion of the work shall be extended for the same period as the delay occasioned by any of the aforementioned causes.
13. In the event the work is delayed due to neglect of the Contractor, the Contractor agrees to pay the owner the sum of **\$100 per day** as liquidated damages until such time as the work is completed.
14. This contract contains the entire agreement of the parties, and there are no other promises or conditions in any other agreement whether oral or written concerning the subject matter of this contract. This contract supersedes any prior written or oral agreements between the parties.
15. Contractor agrees to indemnify, defend, and hold harmless the Owner, and its officers, agents and employees, from and against any and all claims, losses, actions, or judgments for damages or injury to persons or property arising out of or in connection with the acts and/or any performances or activities of Contractor, Contractor's agent, employees, or representatives under this agreement.
16. The Owner shall have the right to inspect all work performed under this contract. All work that needs to be inspected or tested and certified by an engineer as a condition of any government departments or other state agency, or inspected and certified by the local health officer, shall be done at each necessary stage of the project and before further work can continue. All inspection and certification (if required) will be done at the Owner's expense.
17. Neither the Owner nor Contractor shall have the right to assign any rights or interest occurring under this agreement without the written consent of the other, nor shall the



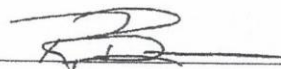
Twin Falls School District  
Service Contracts Summer 2023

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

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

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

**OWNER:**  
Twin Falls School District

By: 

Title: Director of Educational Technology and Operations

**CONTRACTOR: Boiler Maintenance**

Contractor's License #: HVC-C-1857

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

By: Kathy Parks

Title: Member

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

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

**SERVICES CONTRACT**

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

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

1. The Contractor agrees to provide all of the material and labor required to perform the following work: Phase 2 – KN-Burner-accessory package with freight.
2. Location that work is to be performed at: South Hills Middle School.
3. The Owner hereby agrees to pay the Contractor, for the aforesaid materials and labor, the sum of \$5325.35. Once the work is completed, inspected and we receive the invoice from the Contractor; then we will put it in our next regular accounts payable cycle for board approval, which is the second Monday of each month.
4. The Contractor agrees that the entire above-described work shall be completed no later than the 24th 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.

Twin Falls School District  
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9. The Contractor agrees to re-execute any work which does not conform to the drawings (if required) and specifications, warrants the work performed, and agrees to remedy any defects resulting, from faulty materials or workmanship which shall become evident during a period of one year after completion of the work.
10. The Contractor agrees to furnish a valid certificate of insurance for Worker's Compensation and a valid certificate of liability listing the Twin Falls School District as the additional insured for \$1M to the Owner prior to work being started on the project.
11. Contractor must obtain all necessary permits and licenses required by the local municipal/county government to do the work.
12. In the event the Contractor is delayed in the prosecution of the work by acts of God, fire, flood or any other unavoidable casualties; or by labor strikes, late delivery of materials; or by neglect of the Owner; the time for completion of the work shall be extended for the same period as the delay occasioned by any of the aforementioned causes.
13. In the event the work is delayed due to neglect of the Contractor, the Contractor agrees to pay the owner the sum of **\$100 per day** as liquidated damages until such time as the work is completed.
14. This contract contains the entire agreement of the parties, and there are no other promises or conditions in any other agreement whether oral or written concerning the subject matter of this contract. This contract supersedes any prior written or oral agreements between the parties.
15. Contractor agrees to indemnify, defend, and hold harmless the Owner, and its officers, agents and employees, from and against any and all claims, losses, actions, or judgments for damages or injury to persons or property arising out of or in connection with the acts and/or any performances or activities of Contractor, Contractor's agent, employees, or representatives under this agreement.
16. The Owner shall have the right to inspect all work performed under this contract. All work that needs to be inspected or tested and certified by an engineer as a condition of any government departments or other state agency, or inspected and certified by the local health officer, shall be done at each necessary stage of the project and before further work can continue. All inspection and certification (if required) will be done at the Owner's expense.
17. Neither the Owner nor Contractor shall have the right to assign any rights or interest occurring under this agreement without the written consent of the other, nor shall the

Twin Falls School District  
Service Contracts Summer 2023

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

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

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

**OWNER:**  
Twin Falls School District

By: 

Title: Director of Educational Technology and Operations

**CONTRACTOR: Boiler Maintenance**

Contractor's License #: HVC-C-1857

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

By: Kathy Parks

Title: Member

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

**SERVICES CONTRACT**

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

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

1. The Contractor agrees to provide all of the material and labor required to perform the following work: Phase 3 – Remove and replace burner assembly to include miscellaneous material and forklift.
2. Location that work is to be performed at: South Hills Middle School.
3. The Owner hereby agrees to pay the Contractor, for the aforesaid materials and labor, the sum of \$4600.00 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 24th 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.



Twin Falls School District  
Service Contracts Summer 2023

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

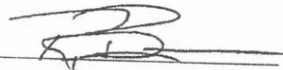
Twin Falls School District  
Service Contracts Summer 2023

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

**OWNER:**

Twin Falls School District

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



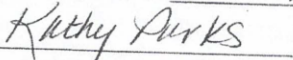
Title: Director of Educational Technology and Operations

**CONTRACTOR: Boiler Maintenance**

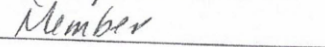
Contractor's License #: HVC-C-1857

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

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



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



## Butte Fence

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

### SERVICES CONTRACT

This contract is hereby made and entered into this 24th day of July, 2023 by and between **Twin Falls School District**, hereafter called **Owner**, and **Butte Fence, Inc.**, hereafter called **Contractor**.

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

1. The Contractor agrees to provide all of the material and labor required to perform the following work: (4) 2.5x2.5x11 posts. (54) 2.5" black flat post caps. (120) line brackets. (54) End brackets. (2) 8x10 gates. (3) 8x4 gates. (1) 8x4 gate. (4) 5x13 steel post – powder coated blue. (5) HD barrel hinges. Order #0156487
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 \$9701.47. Once the work is completed, inspected and we receive the invoice from the Contractor; then we will put it in our next regular accounts payable cycle for board approval, which is the second Monday of each month.
4. The Contractor agrees that the entire above-described work shall be completed no later than the 15th day of September, 2023.
5. The Contractor agrees to provide and pay for all materials, tools and equipment required for the prosecution and timely completion of the work. Unless otherwise specified, all materials shall be new and of good quality.
6. In the prosecution of the work, the Contractor shall employ a sufficient number of workers skilled in the trade to suitably perform the work.
7. All changes and deviations in the work ordered by the Owner must be in writing, the contract sum being increased or decreased accordingly by the Contractor. Any claims for increases in the cost of the work must be presented by the Contractor to the Owner in writing, and written approval of the Owner shall be obtained by the Contractor before proceeding with the ordered change or revision.



Twin Falls School District  
Service Contracts Summer 2023

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

Twin Falls School District  
Service Contracts Summer 2023

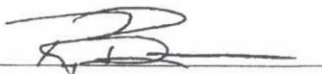
17. Neither the Owner nor Contractor shall have the right to assign any rights or interest occurring under this agreement without the written consent of the other, nor shall the Contractor assign any sums due, or to become due, to him under the provisions of this agreement.

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

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

**OWNER:**

Twin Falls School District

By: 

Title: Director of Educational Technology and Operations

**CONTRACTOR: Butte Fence, Inc.**

Contractor's License #: PCE-2292

Public Works License #: 15911-B-4

By: 

Title: Branch Manager

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

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

**SERVICES CONTRACT**

This contract is hereby made and entered into this 24th day of July, 2023 by and between **Twin Falls School District**, hereafter called **Owner**, and Butte Fence, Inc., hereafter called **Contractor**.

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

1. The Contractor agrees to provide all of the material and labor required to perform the following work: (4) 4x10 Steel Posts 120" bare posts. (4) 4" Black Flat Post Caps. (4) Black Drop Rods 36. (4) Black Latch –Single Gate. (4) Black self closing hinges for single gates in back. (96) Pre mix concrete bags 80 lb. (8) core Drills. (1) Professional installation, Includes installation of fence and gates. Order #0156488
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 \$9462.88. Once the work is completed, inspected and we receive the invoice from the 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 September, 2023.
5. The Contractor agrees to provide and pay for all materials, tools and equipment required for the prosecution and timely completion of the work. Unless otherwise specified, all materials shall be new and of good quality.
6. In the prosecution of the work, the Contractor shall employ a sufficient number of workers skilled in the trade to suitably perform the work.
7. All changes and deviations in the work ordered by the Owner must be in writing, the contract sum being increased or decreased accordingly by the Contractor. Any claims for increases in the cost of the work must be presented by the Contractor to the Owner in writing, and written approval of the Owner shall be obtained by the Contractor before proceeding with the ordered change or revision.

Twin Falls School District  
Service Contracts Summer 2023

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

Twin Falls School District  
Service Contracts Summer 2023


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

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

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

**OWNER:**

Twin Falls School District

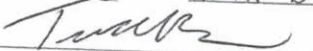
By: 

Title: Director of Educational Technology and Operations

**CONTRACTOR: Butte Fence, Inc.**

Contractor's License #: RCE-2292

Public Works License #: 15911-B-4

By: 

Title: Branch Manager



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

**SERVICES CONTRACT**

This contract is hereby made and entered into this 24th day of July, 2023 by and between **Twin Falls School District**, hereafter called **Owner**, and Butte Fence, Inc., hereafter called **Contractor**.

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

1. The Contractor agrees to provide all of the material and labor required to perform the following work: Thirty-Two 8x8 commercial Iron Panels. Order #0156485
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 \$9764.48. 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 15th day of September, 2023.
5. The Contractor agrees to provide and pay for all materials, tools and equipment required for the prosecution and timely completion of the work. Unless otherwise specified, all materials shall be new and of good quality.
6. In the prosecution of the work, the Contractor shall employ a sufficient number of workers skilled in the trade to suitably perform the work.
7. All changes and deviations in the work ordered by the Owner must be in writing, the contract sum being increased or decreased accordingly by the Contractor. Any claims for increases in the cost of the work must be presented by the Contractor to the Owner in writing, and written approval of the Owner shall be obtained by the Contractor before proceeding with the ordered change or revision.
8. The Owner, Owner's representative and public authorities shall at all times have access to the work.

Twin Falls School District  
Service Contracts Summer 2023

9. The Contractor agrees to re-execute any work which does not conform to the drawings (if required) and specifications, warrants the work performed, and agrees to remedy any defects resulting, from faulty materials or workmanship which shall become evident during a period of one year after completion of the work.
10. The Contractor agrees to furnish a valid certificate of insurance for Worker's Compensation and a valid certificate of liability listing the Twin Falls School District as the additional insured for \$1M to the Owner prior to work being started on the project.
11. Contractor must obtain all necessary permits and licenses required by the local municipal/county government to do the work.
12. In the event the Contractor is delayed in the prosecution of the work by acts of God, fire, flood or any other unavoidable casualties; or by labor strikes, late delivery of materials; or by neglect of the Owner; the time for completion of the work shall be extended for the same period as the delay occasioned by any of the aforementioned causes.
13. In the event the work is delayed due to neglect of the Contractor, the Contractor agrees to pay the owner the sum of **\$100 per day** as liquidated damages until such time as the work is completed.
14. This contract contains the entire agreement of the parties, and there are no other promises or conditions in any other agreement whether oral or written concerning the subject matter of this contract. This contract supersedes any prior written or oral agreements between the parties.
15. Contractor agrees to indemnify, defend, and hold harmless the Owner, and its officers, agents and employees, from and against any and all claims, losses, actions, or judgments for damages or injury to persons or property arising out of or in connection with the acts and/or any performances or activities of Contractor, Contractor's agent, employees, or representatives under this agreement.
16. The Owner shall have the right to inspect all work performed under this contract. All work that needs to be inspected or tested and certified by an engineer as a condition of any government departments or other state agency, or inspected and certified by the local health officer, shall be done at each necessary stage of the project and before further work can continue. All inspection and certification (if required) will be done at the Owner's expense.
17. Neither the Owner nor Contractor shall have the right to assign any rights or interest occurring under this agreement without the written consent of the other, nor shall the

Twin Falls School District  
Service Contracts Summer 2023

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

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

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

**OWNER:**

Twin Falls School District

By: 

Title: Director of Educational Technology and Operations

**CONTRACTOR: Butte Fence, Inc.**

Contractor's License #: RCE-2292

Public Works License #: 15911-B-4

By: 

Title: Branch 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 14th day of September, 2023 by and between **Twin Falls School District**, hereafter called **Owner**, and Butte Fence, Inc., hereafter called **Contractor**.

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

1. The Contractor agrees to provide all of the material and labor required to perform the following work: Repair fencing with material listed on Quote #0159131
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 \$1504.76. Once the work is completed, inspected and we receive the invoice from the Contractor; then we will put it in our next regular accounts payable cycle for board approval, which is the second Monday of each month.
4. The Contractor agrees that the entire above-described work shall be completed no later than the 30th day of September, 2023.
5. The Contractor agrees to provide and pay for all materials, tools and equipment required for the prosecution and timely completion of the work. Unless otherwise specified, all materials shall be new and of good quality.
6. In the prosecution of the work, the Contractor shall employ a sufficient number of workers skilled in the trade to suitably perform the work.
7. All changes and deviations in the work ordered by the Owner must be in writing, the contract sum being increased or decreased accordingly by the Contractor. Any claims for increases in the cost of the work must be presented by the Contractor to the Owner in writing, and written approval of the Owner shall be obtained by the Contractor before proceeding with the ordered change or revision.
8. The Owner, Owner's representative and public authorities shall at all times have access to the work.

9. The Contractor agrees to re-execute any work which does not conform to the drawings (if required) and specifications, warrants the work performed, and agrees to remedy any defects resulting, from faulty materials or workmanship which shall become evident during a period of one year after completion of the work.
10. The Contractor agrees to furnish a valid certificate of insurance for Worker's Compensation and a valid certificate of liability listing the Twin Falls School District as the additional insured for \$1M to the Owner prior to work being started on the project.
11. Contractor must obtain all necessary permits and licenses required by the local municipal/county government to do the work.
12. In the event the Contractor is delayed in the prosecution of the work by acts of God, fire, flood or any other unavoidable casualties; or by labor strikes, late delivery of materials; or by neglect of the Owner; the time for completion of the work shall be extended for the same period as the delay occasioned by any of the aforementioned causes.
13. In the event the work is delayed due to neglect of the Contractor, the Contractor agrees to pay the owner the sum of **\$100 per day** as liquidated damages until such time as the work is completed.
14. This contract contains the entire agreement of the parties, and there are no other promises or conditions in any other agreement whether oral or written concerning the subject matter of this contract. This contract supersedes any prior written or oral agreements between the parties.
15. Contractor agrees to indemnify, defend, and hold harmless the Owner, and its officers, agents and employees, from and against any and all claims, losses, actions, or judgments for damages or injury to persons or property arising out of or in connection with the acts and/or any performances or activities of Contractor, Contractor's agent, employees, or representatives under this agreement.
16. The Owner shall have the right to inspect all work performed under this contract. All work that needs to be inspected or tested and certified by an engineer as a condition of any government departments or other state agency, or inspected and certified by the local health officer, shall be done at each necessary stage of the project and before further work can continue. All inspection and certification (if required) will be done at the Owner's expense.
17. Neither the Owner nor Contractor shall have the right to assign any rights or interest occurring under this agreement without the written consent of the other, nor shall the

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

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

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

**OWNER:**

Twin Falls School District

By: 

Title: Director of Educational Technology and Operations

**CONTRACTOR: Butte Fence, Inc.**

Contractor's License #: PCE-2292

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

By: 

Title: Branch Manager

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

**SERVICES CONTRACT**

This contract is hereby made and entered into this 24th day of July, 2023 by and between **Twin Falls School District**, hereafter called **Owner**, and Butte Fence, Inc., hereafter called **Contractor**.

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

1. The Contractor agrees to provide all of the material and labor required to perform the following work: Welding. (4) Powdered coated "TF" for gates. (1) Special run of blue powder coated material. Order #0156489
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 \$2541.00. 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 September, 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.

## 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 29th day of August, 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 and replace damaged concrete sidewalk 10'6" X 4'
2. Location that work is to be performed at: O'Leary Middle School- Southeast of gymnasium.
3. The Owner hereby agrees to pay the Contractor, for the aforesaid materials and labor, the sum of \$3200.00. 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 29<sup>th</sup> day of September, 2023.
5. The Contractor agrees to provide and pay for all materials, tools and equipment required for the prosecution and timely completion of the work. Unless otherwise specified, all materials shall be new and of good quality.
6. In the prosecution of the work, the Contractor shall employ a sufficient number of workers skilled in the trade to suitably perform the work.
7. All changes and deviations in the work ordered by the Owner must be in writing, the contract sum being increased or decreased accordingly by the Contractor. Any claims for increases in the cost of the work must be presented by the Contractor to the Owner in writing, and written approval of the Owner shall be obtained by the Contractor before proceeding with the ordered change or revision.
8. The Owner, Owner's representative and public authorities shall at all times have access to the work.

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

Twin Falls School District  
Service Contracts Summer 2023

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



## Gary Hansen Painting, Inc

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

### SERVICES CONTRACT

This contract is hereby made and entered into this 21st day of August, 2023 by and between **Twin Falls School District**, hereafter called **Owner**, and Gary Hansen Painting, Inc., hereafter called **Contractor**.

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

1. The Contractor agrees to provide all of the material and labor required to perform the following work: Phase 1 – North/ Upper: Pressure washing side, masking/unmasking as required, filling small cracks with caulk, renting scissor lift, painting 2 coats acrylic finish (one color) Using Rodda Ultimate velvet (not elastomeric).
2. Location that work is to be performed at: Twin Falls School District Support Service building.
3. The Owner hereby agrees to pay the Contractor, for the aforesaid materials and labor, the sum of \$9850.00. 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 22<sup>nd</sup> day of September, 2023.
5. The Contractor agrees to provide and pay for all materials, tools and equipment required for the prosecution and timely completion of the work. Unless otherwise specified, all materials shall be new and of good quality.
6. In the prosecution of the work, the Contractor shall employ a sufficient number of workers skilled in the trade to suitably perform the work.
7. All changes and deviations in the work ordered by the Owner must be in writing, the contract sum being increased or decreased accordingly by the Contractor. Any claims for increases in the cost of the work must be presented by the Contractor to the Owner in writing, and written approval of the Owner shall be obtained by the Contractor before proceeding with the ordered change or revision.

Twin Falls School District  
Service Contracts Summer 2023

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

Twin Falls School District  
Service Contracts Summer 2023

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: Gary Hansen Painting, Inc.**

Contractor's License #: RCE-1289

Public Works License #: 11111-B-4

By: 

Title: President

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

**SERVICES CONTRACT**

This contract is hereby made and entered into this 21st day of August, 2023 by and between **Twin Falls School District**, hereafter called **Owner**, and Gary Hansen Painting, Inc., hereafter called **Contractor**.

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

1. The Contractor agrees to provide all of the material and labor required to perform the following work: Phase 2 – East: Pressure washing side, masking/unmasking as required, filling small cracks with caulk, renting scissor lift, painting 2 coats acrylic finish (one color) Using Rodda Ultimate velvet (not elastomeric).
2. Location that work is to be performed at: Twin Falls School District Support Service building.
3. The Owner hereby agrees to pay the Contractor, for the aforesaid materials and labor, the sum of \$7500.00 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 22<sup>nd</sup> day of September, 2023.
5. The Contractor agrees to provide and pay for all materials, tools and equipment required for the prosecution and timely completion of the work. Unless otherwise specified, all materials shall be new and of good quality.
6. In the prosecution of the work, the Contractor shall employ a sufficient number of workers skilled in the trade to suitably perform the work.
7. All changes and deviations in the work ordered by the Owner must be in writing, the contract sum being increased or decreased accordingly by the Contractor. Any claims for increases in the cost of the work must be presented by the Contractor to the Owner in writing, and written approval of the Owner shall be obtained by the Contractor before proceeding with the ordered change or revision.



Twin Falls School District  
Service Contracts Summer 2023

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

Twin Falls School District  
Service Contracts Summer 2023

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

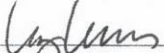
By: 

Title: Director of Educational Technology and Operations

**CONTRACTOR: Gary Hansen Painting, Inc.**

Contractor's License #: RCE-1289

Public Works License #: 11111-B-4

By: 

Title: President

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

**SERVICES CONTRACT**

This contract is hereby made and entered into this 21st day of August, 2023 by and between **Twin Falls School District**, hereafter called **Owner**, and Gary Hansen Painting, Inc., hereafter called **Contractor**.

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

1. The Contractor agrees to provide all of the material and labor required to perform the following work: Phase 3 – West: Pressure washing side, masking/unmasking as required, filling small cracks with caulk, renting scissor lift, painting 2 coats acrylic finish (one color) Using Rodda Ultimate velvet (not elastomeric).
2. Location that work is to be performed at: Twin Falls School District Support Service building.
3. The Owner hereby agrees to pay the Contractor, for the aforesaid materials and labor, the sum of \$5900.00 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 22<sup>nd</sup> day of September, 2023.
5. The Contractor agrees to provide and pay for all materials, tools and equipment required for the prosecution and timely completion of the work. Unless otherwise specified, all materials shall be new and of good quality.
6. In the prosecution of the work, the Contractor shall employ a sufficient number of workers skilled in the trade to suitably perform the work.
7. All changes and deviations in the work ordered by the Owner must be in writing, the contract sum being increased or decreased accordingly by the Contractor. Any claims for increases in the cost of the work must be presented by the Contractor to the Owner in writing, and written approval of the Owner shall be obtained by the Contractor before proceeding with the ordered change or revision.

Twin Falls School District  
Service Contracts Summer 2023

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

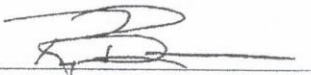


Twin Falls School District  
Service Contracts Summer 2023

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: Gary Hansen Painting, Inc.**

Contractor's License #: RCE 1289

Public Works License #: 11111 B.4

By: 

Title: President

J&R Asphalt Maintenance, Inc.

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

**SERVICES CONTRACT**

This contract is hereby made and entered into this 20th day of July, 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: Clean and fill cracks with hot sealant.
2. Location that work is to be performed at: Magic Valley High School Parking lot.
3. The Owner hereby agrees to pay the Contractor, for the aforesaid materials and labor, the sum of \$5500.00. 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.

Twin Falls School District  
Service Contracts Summer 2023

9. The Contractor agrees to re-execute any work which does not conform to the drawings (if required) and specifications, warrants the work performed, and agrees to remedy any defects resulting, from faulty materials or workmanship which shall become evident during a period of one year after completion of the work.
10. The Contractor agrees to furnish a valid certificate of insurance for Worker's Compensation and a valid certificate of liability listing the Twin Falls School District as the additional insured for \$1M to the Owner prior to work being started on the project.
11. Contractor must obtain all necessary permits and licenses required by the local municipal/county government to do the work.
12. In the event the Contractor is delayed in the prosecution of the work by acts of God, fire, flood or any other unavoidable casualties; or by labor strikes, late delivery of materials; or by neglect of the Owner; the time for completion of the work shall be extended for the same period as the delay occasioned by any of the aforementioned causes.
13. In the event the work is delayed due to neglect of the Contractor, the Contractor agrees to pay the owner the sum of **\$100 per day** as liquidated damages until such time as the work is completed.
14. This contract contains the entire agreement of the parties, and there are no other promises or conditions in any other agreement whether oral or written concerning the subject matter of this contract. This contract supersedes any prior written or oral agreements between the parties.
15. Contractor agrees to indemnify, defend, and hold harmless the Owner, and its officers, agents and employees, from and against any and all claims, losses, actions, or judgments for damages or injury to persons or property arising out of or in connection with the acts and/or any performances or activities of Contractor, Contractor's agent, employees, or representatives under this agreement.
16. The Owner shall have the right to inspect all work performed under this contract. All work that needs to be inspected or tested and certified by an engineer as a condition of any government departments or other state agency, or inspected and certified by the local health officer, shall be done at each necessary stage of the project and before further work can continue. All inspection and certification (if required) will be done at the Owner's expense.
17. Neither the Owner nor Contractor shall have the right to assign any rights or interest occurring under this agreement without the written consent of the other, nor shall the

Twin Falls School District  
Service Contracts Summer 2023

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: \_\_\_\_\_

in all electrical  
service contractor

Magic Valley Electric



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

**SERVICES CONTRACT**

This contract is hereby made and entered into this 9th day of August, 2023 by and between **Twin Falls School District**, hereafter called **Owner**, and Magic Valley 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: Phase 1. Run ¾" conduit in classroom 300 area hallway for fire alarm to include permit if required.
2. Location that work is to be performed at: Robert Stuart Middle School.
3. The Owner hereby agrees to pay the Contractor, for the aforesaid materials and labor, the sum of \$8284.15. Once the work is completed, inspected and we receive the invoice from the Contractor; then we will put it in our next regular accounts payable cycle for board approval, which is the second Monday of each month.
4. The Contractor agrees that the entire above-described work shall be completed no later than the 29th day of September, 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.

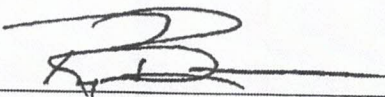
17. Neither the Owner nor Contractor shall have the right to assign any rights or interest occurring under this agreement without the written consent of the other, nor shall the Contractor assign any sums due, or to become due, to him under the provisions of this agreement.

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: Magic Valley Electric**

Contractor's License #: 0087418

Public Works License #: 015652-UNLIMITED-4

By: Donavan Christensen

Title: Commercial Division Manager



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

**SERVICES CONTRACT**

This contract is hereby made and entered into this 9th day of August, 2023 by and between **Twin Falls School District**, hereafter called **Owner**, and Magic Valley 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: Phase 2. Run ¾" Conduit in classrooms 215-221 hallway for fire Alarm to include permit if required.
2. Location that work is to be performed at: Robert Stuart Middle School.
3. The Owner hereby agrees to pay the Contractor, for the aforesaid materials and labor, the sum of \$9365.00. 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 29th day of September, 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.

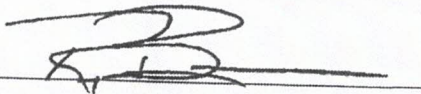
9. The Contractor agrees to re-execute any work which does not conform to the drawings (if required) and specifications, warrants the work performed, and agrees to remedy any defects resulting, from faulty materials or workmanship which shall become evident during a period of one year after completion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

Contractor's License #: 0087418

Public Works License #: 015652-UNLIMITED-4

By: Donavan Christensen

Title: Commercial Division Manager

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

**SERVICES CONTRACT**

This contract is hereby made and entered into this 9th day of August, 2023 by and between **Twin Falls School District**, hereafter called **Owner**, and Magic Valley 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: Phase 3. Run ¾" conduit in classrooms 201-210 area hallway for fire alarm to include permit if required.
2. Location that work is to be performed at: Robert Stuart Middle School.
3. The Owner hereby agrees to pay the Contractor, for the aforesaid materials and labor, the sum of \$9473.00. 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 29th day of September, 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: Magic Valley Electric**

Contractor's License #: 0087418

Public Works License #: 015652-UNLIMITED-4

By: Donavan Christensen

Title: Commercial Division Manager



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

**SERVICES CONTRACT**

This contract is hereby made and entered into this 9th day of August, 2023 by and between **Twin Falls School District**, hereafter called **Owner**, and Magic Valley 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: Phase 4. Excavation and backfill for 1" conduits from school to modular to include permits if required.
2. Location that work is to be performed at: Robert Stuart Middle School.
3. The Owner hereby agrees to pay the Contractor, for the aforesaid materials and labor, the sum of \$6450.00. 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 29th day of September, 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: Magic Valley Electric**

Contractor's License #: 0087418

Public Works License #: 015652-UNLIMITED-4

By: Donavan Christensen

Title: Commercial Division Manager



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

**SERVICES CONTRACT**

This contract is hereby made and entered into this 9th day of August, 2023 by and between **Twin Falls School District**, hereafter called **Owner**, and Magic Valley 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: Phase 5. Run ¾" conduit in gym and cafeteria area for fire alarm to include permit if required.
2. Location that work is to be performed at: Robert Stuart Middle School.
3. The Owner hereby agrees to pay the Contractor, for the aforesaid materials and labor, the sum of \$9875.00. 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 29th day of September, 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.



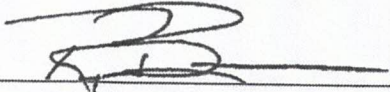
17. Neither the Owner nor Contractor shall have the right to assign any rights or interest occurring under this agreement without the written consent of the other, nor shall the Contractor assign any sums due, or to become due, to him under the provisions of this agreement.

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: Magic Valley Electric**

Contractor's License #: 0087418

Public Works License #: 015652-Unlimited-4

By: Donavan Christensen

Title: Commercial Division Manager



Petruzzelli Electric

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

**SERVICES CONTRACT**

This contract is hereby made and entered into this 21<sup>st</sup> day of August, 2023 by and between **Twin Falls School District**, hereafter called **Owner**, and Pinnacle Technologies, hereafter called **Contractor**.

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

1. The Contractor agrees to provide all of the material and labor required to perform the following work: Replace all initiating devices in the gym. (2- SAE SSU-SM-501-P Duct smoke detector. 4- 2 wire P/E smoke with therm & form. 4- single act, key rest PS SK lock. 1- commercial installation labor) **Estimate #1024432018-80**
2. Location that work is to be performed at: Bickel Elementary School.
3. The Owner hereby agrees to pay the Contractor, for the aforesaid materials and labor, the sum of \$2639.20. Once the work is completed, inspected and we receive the invoice from the Contractor; then we will put it in our next regular accounts payable cycle for board approval, which is the second Monday of each month.
4. The Contractor agrees that the entire above-described work shall be completed no later than the 22nd day of September, 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.

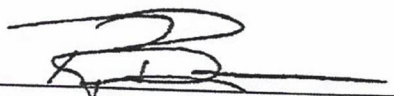
17. Neither the Owner nor Contractor shall have the right to assign any rights or interest occurring under this agreement without the written consent of the other, nor shall the Contractor assign any sums due, or to become due, to him under the provisions of this agreement.

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: Pinnacle Technologies**

Contractor's License #: 009285

Public Works License #: 009285

By: Jod DeBie

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 21<sup>st</sup> day of August, 2023 by and between **Twin Falls School District**, hereafter called **Owner**, and Pinnacle Technologies, hereafter called **Contractor**.

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

1. The Contractor agrees to provide all of the material and labor required to perform the following work: Replace all initiating fire devices in main school. (31- 2 wire P/E smoke detectors I3 series. 73- 135 FXD TMP 1 circuit heat detector. 9- single act, key rest PS SK lock. 1- Commercial installation labor) **Estimate #1024432018-79**
2. Location that work is to be performed at: Bickel Elementary School.
3. The Owner hereby agrees to pay the Contractor, for the aforesaid materials and labor, the sum of \$9480.80. Once the work is completed, inspected and we receive the invoice from the Contractor; then we will put it in our next regular accounts payable cycle for board approval, which is the second Monday of each month.
4. The Contractor agrees that the entire above-described work shall be completed no later than the 22nd day of September, 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: Pinnacle Technologies**

Contractor's License #: 009285

Public Works License #: 009285

By: Jed BeBe

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 28th day of August, 2023 by and between **Twin Falls School District**, hereafter called **Owner**, and **Pinnacle Technologies**, hereafter called **Contractor**.

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

1. The Contractor agrees to provide all of the material and labor required to perform the following work: Fire Alarm rebuild in cafeteria / East gym area Hall.  
Estimate #1024432018-99
2. Location that work is to be performed at: Robert Stuart Middle School.
3. The Owner hereby agrees to pay the Contractor, for the aforesaid materials and labor, the sum of \$9568.23. Once the work is completed, inspected and we receive the invoice from the Contractor; then we will put it in our next regular accounts payable cycle for board approval, which is the second Monday of each month.
4. The Contractor agrees that the entire above-described work shall be completed no later than the 29th day of September, 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: Pinnacle Technologies**

Contractor's License #: 009285

Public Works License #: 009285

By: Jod DeBie

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 28th day of August, 2023 by and between **Twin Falls School District**, hereafter called **Owner**, and Pinnacle Technologies, hereafter called **Contractor**.

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

1. The Contractor agrees to provide all of the material and labor required to perform the following work: Fire alarm rebuild in 215-221 area hall. Estimate #1024432018-97.
2. Location that work is to be performed at: Robert Stuart Middle School.
3. The Owner hereby agrees to pay the Contractor, for the aforesaid materials and labor, the sum of \$9654.38. Once the work is completed, inspected and we receive the invoice from the Contractor; then we will put it in our next regular accounts payable cycle for board approval, which is the second Monday of each month.
4. The Contractor agrees that the entire above-described work shall be completed no later than the 29th day of September, 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: Pinnacle Technologies**

Contractor's License #: 009285

Public Works License #: 009285

By: Jod Debie

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 28th day of August, 2023 by and between **Twin Falls School District**, hereafter called **Owner**, and Pinnacle Technologies, hereafter called **Contractor**.

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

1. The Contractor agrees to provide all of the material and labor required to perform the following work: Fire Alarm Rebuild in 300 area hall. Estimate #1024432018-95
2. Location that work is to be performed at: Robert Stuart Middle School.
3. The Owner hereby agrees to pay the Contractor, for the aforesaid materials and labor, the sum of \$9996.84. Once the work is completed, inspected and we receive the invoice from the Contractor; then we will put it in our next regular accounts payable cycle for board approval, which is the second Monday of each month.
4. The Contractor agrees that the entire above-described work shall be completed no later than the 29th day of September, 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

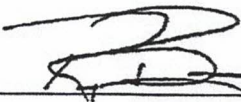
Contractor assign any sums due, or to become due, to him under the provisions of this agreement.

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: Pinnacle Technologies**

Contractor's License #: 009285

Public Works License #: 009285

By: Lod DeBie

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 28th day of August, 2023 by and between **Twin Falls School District**, hereafter called **Owner**, and Pinnacle Technologies, hereafter called **Contractor**.

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

1. The Contractor agrees to provide all of the material and labor required to perform the following work: Fire Alarm rebuild in 201-210 area hall.  
Estimate #1024432018-98
2. Location that work is to be performed at: Robert Stuart Middle School.
3. The Owner hereby agrees to pay the Contractor, for the aforesaid materials and labor, the sum of \$9899.63. Once the work is completed, inspected and we receive the invoice from the Contractor; then we will put it in our next regular accounts payable cycle for board approval, which is the second Monday of each month.
4. The Contractor agrees that the entire above-described work shall be completed no later than the 29th day of September, 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.

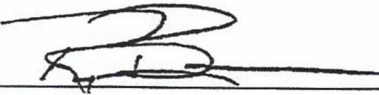
17. Neither the Owner nor Contractor shall have the right to assign any rights or interest occurring under this agreement without the written consent of the other, nor shall the Contractor assign any sums due, or to become due, to him under the provisions of this agreement.

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: Pinnacle Technologies**

Contractor's License #: 009285

Public Works License #: 009285

By: Jod DeBie

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 28th day of August, 2023 by and between **Twin Falls School District**, hereafter called **Owner**, and Pinnacle Technologies, hereafter called **Contractor**.

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

1. The Contractor agrees to provide all of the material and labor required to perform the following work: Fire alarm rebuild in smaller gyms and modular.  
Estimate #1024432018-100
2. Location that work is to be performed at: Robert Stuart Middle School.
3. The Owner hereby agrees to pay the Contractor, for the aforesaid materials and labor, the sum of \$9987.35. Once the work is completed, inspected and we receive the invoice from the Contractor; then we will put it in our next regular accounts payable cycle for board approval, which is the second Monday of each month.
4. The Contractor agrees that the entire above-described work shall be completed no later than the 29th day of September, 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: Pinnacle Technologies**

Contractor's License #: 009285

Public Works License #: 009285

By: Jod DeBie

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 2nd day of August, 2023 by and between **Twin Falls School District**, hereafter called **Owner**, and Rock Creek Refrigeration, hereafter called **Contractor**.

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

1. The Contractor agrees to provide all of the material and labor required to perform the following work: replace faulty sensor and replace thermostat. Locate and repair leak on Coaches' office A/C and add Freon.
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 \$1168.26. Once the work is completed, inspected and we receive the invoice from the Contractor; then we will put it in our next regular accounts payable cycle for board approval, which is the second Monday of each month.
4. The Contractor agrees that the entire above-described work shall be completed no later than the 22nd day of 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: 

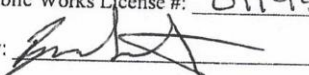
Title: Director of Educational Technology and Operations

**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 1st day of August, 2023 by and between **Twin Falls School District**, hereafter called **Owner**, and Rock Creek Refrigeration, hereafter called **Contractor**.

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

1. The Contractor agrees to provide all of the material and labor required to perform the following work: Replace blower motor for A/C.
2. Location that work is to be performed at: Canyon Ridge – Gym Roof
3. The Owner hereby agrees to pay the Contractor, for the aforesaid materials and labor, the sum of \$1448.06. Once the work is completed, inspected and we receive the invoice from the Contractor; then we will put it in our next regular accounts payable cycle for board approval, which is the second Monday of each month.
4. The Contractor agrees that the entire above-described work shall be completed no later than the 23rd 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 25th 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: Replace shorted to ground compressor in server room A/C. Replace contactor and capacitors and add refrigerant.
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 \$2042.63. Once the work is completed, inspected and we receive the invoice from the Contractor; then we will put it in our next regular accounts payable cycle for board approval, which is the second Monday of each month.
4. The Contractor agrees that the entire above-described work shall be completed no later than the 20th day of 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 7th day of August, 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: Failed compressor in gym. Parts to include compressor, Freon, filter drier and oil.
2. Location that work is to be performed at: O'Leary Middle School Gym unit
3. The Owner hereby agrees to pay the Contractor, for the aforesaid materials and labor, the sum of \$8986.74. Once the work is completed, inspected and we receive the invoice from the 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 September, 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.



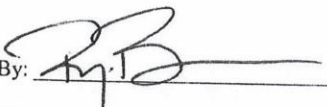
9. The Contractor agrees to re-execute any work which does not conform to the drawings (if required) and specifications, warrants the work performed, and agrees to remedy any defects resulting, from faulty materials or workmanship which shall become evident during a period of one year after completion 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 15th day of August, 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: Labor- Replace compressor on gym unit, adjust and leak check system. Mileage and freight.
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 \$1730.00. 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 September, 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.

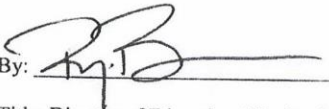
17. Neither the Owner nor Contractor shall have the right to assign any rights or interest occurring under this agreement without the written consent of the other, nor shall the Contractor assign any sums due, or to become due, to him under the provisions of this agreement.

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 21st day of August, 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 new dryer and recharge with new Freon.
2. Location that work is to be performed at: Roberts Stuart –Gym Stage #2.
3. The Owner hereby agrees to pay the Contractor, for the aforesaid materials and labor, the sum of \$1175.00. 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 September, 2023.
5. The Contractor agrees to provide and pay for all materials, tools and equipment required for the prosecution and timely completion of the work. Unless otherwise specified, all materials shall be new and of good quality.
6. In the prosecution of the work, the Contractor shall employ a sufficient number of workers skilled in the trade to suitably perform the work.
7. All changes and deviations in the work ordered by the Owner must be in writing, the contract sum being increased or decreased accordingly by the Contractor. Any claims for increases in the cost of the work must be presented by the Contractor to the Owner in writing, and written approval of the Owner shall be obtained by the Contractor before proceeding with the ordered change or revision.
8. The Owner, Owner's representative and public authorities shall at all times have access to the work.



9. The Contractor agrees to re-execute any work which does not conform to the drawings (if required) and specifications, warrants the work performed, and agrees to remedy any defects resulting, from faulty materials or workmanship which shall become evident during a period of one year after completion of the work.
10. The Contractor agrees to furnish a valid certificate of insurance for Worker's Compensation and a valid certificate of liability listing the Twin Falls School District as the additional insured for \$1M to the Owner prior to work being started on the project.
11. Contractor must obtain all necessary permits and licenses required by the local municipal/county government to do the work.
12. In the event the Contractor is delayed in the prosecution of the work by acts of God, fire, flood or any other unavoidable casualties; or by labor strikes, late delivery of materials; or by neglect of the Owner; the time for completion of the work shall be extended for the same period as the delay occasioned by any of the aforementioned causes.
13. In the event the work is delayed due to neglect of the Contractor, the Contractor agrees to pay the owner the sum of **\$100 per day** as liquidated damages until such time as the work is completed.
14. This contract contains the entire agreement of the parties, and there are no other promises or conditions in any other agreement whether oral or written concerning the subject matter of this contract. This contract supersedes any prior written or oral agreements between the parties.
15. Contractor agrees to indemnify, defend, and hold harmless the Owner, and its officers, agents and employees, from and against any and all claims, losses, actions, or judgments for damages or injury to persons or property arising out of or in connection with the acts and/or any performances or activities of Contractor, Contractor's agent, employees, or representatives under this agreement.
16. The Owner shall have the right to inspect all work performed under this contract. All work that needs to be inspected or tested and certified by an engineer as a condition of any government departments or other state agency, or inspected and certified by the local health officer, shall be done at each necessary stage of the project and before further work can continue. All inspection and certification (if required) will be done at the Owner's expense.
17. Neither the Owner nor Contractor shall have the right to assign any rights or interest occurring under this agreement without the written consent of the other, nor shall the

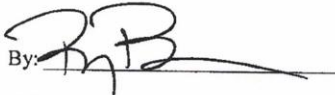
Twin Falls School District  
Service Contracts Summer 2023

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 23rd day of August, 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: Find and repair leak and add Freon. Find and repair restriction in system.
2. Location that work is to be performed at: Twin Falls High School – Locker Room Unit.
3. The Owner hereby agrees to pay the Contractor, for the aforesaid materials and labor, the sum of \$1105.86. Once the work is completed, inspected and we receive the invoice from the 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 September, 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.



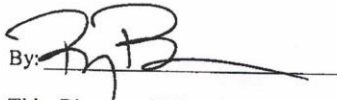
9. The Contractor agrees to re-execute any work which does not conform to the drawings (if required) and specifications, warrants the work performed, and agrees to remedy any defects resulting, from faulty materials or workmanship which shall become evident during a period of one year after completion 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 25th day of August, 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: Remove and replace C-2 blower motor.
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 \$1296.43. Once the work is completed, inspected and we receive the invoice from the 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 September, 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.



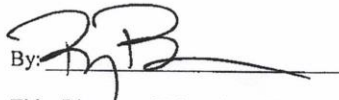
9. The Contractor agrees to re-execute any work which does not conform to the drawings (if required) and specifications, warrants the work performed, and agrees to remedy any defects resulting, from faulty materials or workmanship which shall become evident during a period of one year after completion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

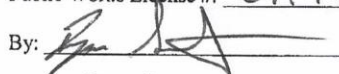
Title: Director of Educational Technology and Operations

**CONTRACTOR:**

Rock Creek Refrigeration

Contractor's License #: 011248

Public Works License #: 011958-C-4

By: 

Title: OWNER

## Quality Roofers