

# Table of Contents

Discussion about awarding architectural services for 1-Year; (2) Potential contract for architectural services; (3)	
Seeking signature on Railco LLC contract for Guardrail On-Call services .....	4
Discussion on the succession planning in Human Resources .....	33

# Commissioners' Agenda

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The Board of County Commissioners (BOCC) is comprised of the three elected County Commissioners: Ernie Moser (District 1, Chair), Jeff Hough (District 2), and John Crowder (District 3). The BOCC generally meets twice a week: regular business meetings are on **Tuesdays at 9:00 a.m.** and work sessions are on **Thursdays at 9:00 a.m.** Meetings are generally held in the Commissioner's Chambers at 624 E Center, Room 212, Pocatello, Idaho, unless otherwise noted. During these meetings, the BOCC may: approve contracts, expend funds, hear testimony, make decisions on land use cases and take care of other County matters, and are open to the public. Times subject to change within 15 minutes of stated time.

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## Tuesday, March 19, 2024

### BOARD OF COUNTY COMMISSIONERS

9:00 AM MEETING CALL TO ORDER, AGENDA CHANGES & AGENDA APPROVAL (action item)

- Indigent Business may require an Executive Session pursuant to Idaho Code §74-206(1)(d) to consider records exempt from public disclosure (action item)
- Shanda Crystal, Chief Procurement Officer, requesting to discuss (1) a recommendation to award architectural services for 1-Year Request for Qualifications; (2) Potential signature on a contract for architectural services; (3) Seeking Signature on Railco, LLC contract for Guardrail On-Call services. (requested 10 minutes) (action item)
- Braeden Clayson, Chief of Staff, HR – Continued discussion on the state of Human Resources (action item)

### RESOLUTIONS AND ORDINANCES (action items):

R.S. No. 2024-21 – Tax Cancellation Requests

R.S. No. 2024-22 – Authorization and order to reallocate PILT funds to cover adult probation critical equipment

Review reallocation requests from a full-time position to several seasonal positions

### LETTERS AND NOTICES (action items):

### SIGNATURE ONLY (action items):

### CONSENT AGENDA (action items):

- Manual Checks
- Alcohol Licenses and Catering Permits
- Certificate of Residency Approval

- Salary Rate Approval Forms/Notice of Separation with Potential Executive Session under Idaho Code §74-206(1)(a)&(b) regarding personnel with potential action following adjournment of Executive Session
- Technology Forms
- Minutes: Approval of Meeting Minutes for March 12 and 14, 2024, and certification of Said Minutes.

## BANNOCK COUNTY COMMISSIONERS

624 E. Center St., Pocatello, ID 83201  
 Phone: (208) 236-7210 • Fax: (208) 232-7363



ERNIE MOSER  
 Commissioner  
 1st District

JEFF HOUGH  
 Commissioner  
 2nd District

JOHN CROWDER  
 Commissioner  
 3rd District

**AGENDA REQUEST FORM**

*The Board of Bannock County Commissioners business meetings are generally held on **Tuesday at 9:00 AM** in the Commissioners' Chambers in the Bannock County Courthouse, 624 E. Center, Room 212, Pocatello, Idaho, or as noticed **48 hours** prior to the meeting at <https://www.bannockcounty.us/commissioners/>. Agenda times are subject to change within **15 minutes** of scheduled time. Any person(s) needing special meetings should contact the Commissioner's Office at [208-236-7210](tel:208-236-7210), three to five working days before the meeting.*

**E-mail this completed form and any supporting documents to [agendarequest@bannockcounty.us](mailto:agendarequest@bannockcounty.us) by NOON on the Thursday prior to the scheduled meeting.**

**Name/Department:**

Shanda Crystal/Chief Procurement Officer

**Item to be considered/background:**

Request to discuss 1) a recommendation to award the Architectural Services for 1-Year Request for Qualifications, 2) potential signature on a contract for architectural services, 3) potential signature on a contract with Railco, LLC for Guardrail On-Call Services, and 4)

**How much time will be needed? Meeting date requested:**

10 minutes

3/19/24

**Does this item involve a contract, agreement, external funding application or award acceptance?**

YES ☒ NO ☐

**Have all supporting documents been included with this form?**

YES ☐ NO ☒

**List of attendees:**

Daniel Kendall, Kiel Burmester, and Buddy Romriell

**Please include any supporting documents with your Agenda Session Request Form.**

Commissioner Office Only:

Date: 3/15 Time: \_\_\_\_\_





## Independent Contractor Agreement

Procurement Contract Number 2024.007

Project Name: County Road Guardrails

Contractor: RailCo, LLC

AGREEMENT made between Bannock County, a political subdivision of the state of Idaho, herein "COUNTY" and RailCo, LLC herein "CONTRACTOR".

THE PARTIES AGREE AS FOLLOWS:

1. **SCOPE OF WORK:** COUNTY engages CONTRACTOR to perform the work associated with the County Road Guardrails Invitation to Bid as set forth in Exhibit "A" attached hereto.

2. **EFFECTIVE DATE:** Contract for said services rendered from March 19, 2024 through February 28, 2025.

3. **COMPENSATION:** COUNTY agrees to pay CONTRACTOR for their services rendered under this Agreement an amount as approved per project Purchase Order and not to exceed the approved fiscal year budget for guardrails.

The parties agree that CONTRACTOR will invoice COUNTY for payment under this Agreement for services rendered herein. CONTRACTOR verifies that it has reviewed the scope of work to be performed under this Agreement and agrees that in CONTRACTOR's professional judgement, the work can and shall be completed for costs within the maximum amount set forth in this Agreement.

4. **NOTICES:** Any and all notices required or permitted to be given by either party hereto, unless otherwise stated in this Agreement, shall be in writing and be deemed communicated when mailed in the United States mail, certified, return receipt requested, addressed as follows:

<b>Bannock County</b>	<b>RailCo, LLC</b>
<b>Commission Office</b>	<b>Kevin Wade</b>
<b>624 East Center, Room 101</b>	<b>PO Box 575</b>
<b>Pocatello, Idaho 83201</b>	<b>Meridian, Idaho 83680</b>

Either party may change their address for the purpose of this paragraph by giving written notice of such change to the other in the manner provide by Section 4 (Notices) herein.

5. **INDEPENDENT CONTRACTOR RELATIONSHIP:** CONTRACTOR is an independent contractor and is not an employee, servant, agent, partner, or joint venture of COUNTY. COUNTY shall determine the work to be done by CONTRACTOR, but CONTRACTOR shall determine the legal means by which it accomplishes the work specified by COUNTY.

6. **BEST EFFORTS:** CONTRACTOR represents that CONTRACTOR will at all times faithfully, industriously and to the best of its ability, experience and talent, perform to COUNTY's reasonable satisfaction.

7. **FEDERAL, STATE, AND LOCAL PAYROLL TAXES:** Neither federal, state or local income taxes, nor payroll taxes of any kind shall be withheld and paid by COUNTY on behalf of CONTRACTOR or the employees of CONTRACTOR. CONTRACTOR shall not be treated as an employee with respect to the services performed hereunder for federal or state tax purposes. CONTRACTOR understands that it is responsible to pay, according to law, CONTRACTOR's



## Independent Contractor Agreement

Procurement Contract Number 2024.007

income tax. *CONTRACTOR* further understands that it may be liable for self-employment (Social Security) tax to be paid by *CONTRACTOR* according to law.

**8. LICENSES AND LAW:** COUNTY relies upon *CONTRACTOR*'s professional ability and training as material inducement to enter into this agreement. *CONTRACTOR* represents that it possesses the skill and experience necessary and all licenses required to perform the services under this agreement. *CONTRACTOR* further agrees to comply with all applicable laws in the performance of the services hereunder. COUNTY's acceptance of *CONTRACTOR*'s work shall not constitute a waiver or release of *CONTRACTOR* from professional responsibility.

**9. FRINGE BENEFITS:** Because *CONTRACTOR* is engaged in its own independently established business, *CONTRACTOR* is not eligible for, and shall not participate in, any employee pension, health, or other fringe benefit plans of COUNTY.

**10. WORKER'S COMPENSATION:** *CONTRACTOR* shall maintain in full force and effect worker's compensation for *CONTRACTOR* and any agents, employees, and staff that the *CONTRACTOR* may employ, and provide proof to COUNTY of such coverage or that such worker's compensation insurance is not required under the circumstances.

**11. EQUIPMENT, TOOLS, MATERIALS OR SUPPLIES:** *CONTRACTOR* shall supply, at *CONTRACTOR*'s sole expense, all equipment, tools, materials and/or supplies to accomplish the services to be provided.

**12. ASSIGNMENT:** It is expressly agreed and understood by the parties hereto, that *CONTRACTOR* shall not have the right to assign, transfer, hypothecate or sell any of its rights under this Agreement except upon the prior express written consent of COUNTY.

**13. CHANGES:** COUNTY may, from time to time, request changes in the services to be performed hereunder. Such changes, and any increase or decrease in *CONTRACTOR*'s compensation, shall be effective only if they are in the form of mutually executed written amendment(s) to this Agreement.

The party desiring the revision shall request amendment(s) to the terms and conditions of this Agreement in writing. Any adjustment to this Agreement shall be effective only upon the parties' mutual execution of an amendment in writing.

No verbal agreements or conversations prior to execution of the Agreement or requested amendment shall affect or modify any of the terms or conditions of this Agreement unless reduce to writing according to the applicable provisions of this Agreement.

**14. NON-APPROPRIATION:** Expenditures not appropriated by COUNTY in its current fiscal year budget are deemed to be contingent liabilities only and are subject to appropriation in subsequent fiscal year budgets. In the event no funds or insufficient funds are appropriated and budgeted in any subsequent fiscal period by COUNTY for performance under this Agreement, COUNTY shall notify the other party(ies) and this Agreement shall terminate. Payments under this agreement shall be completed to the date of notification, except that no payment shall be made or due under this Agreement beyond those amounts appropriated and budgeted by COUNTY to fund payments under this Agreement.

**15. TERMINATION FOR CAUSE:** If, through any cause, *CONTRACTOR* shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if *CONTRACTOR* shall violate any of the covenants, agreements, or stipulations, of this Agreement, COUNTY shall thereupon





## Independent Contractor Agreement

Procurement Contract Number 2024.007

have the right to terminate this Agreement by giving written notice to CONTRACTOR of such termination and specifying the effective date thereof at least thirty (30) days before the effective date of such termination. If this Agreement is terminated for cause, CONTRACTOR shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder.

Notwithstanding the above, CONTRACTOR shall not be relieved of liability to COUNTY for damages sustained by COUNTY by virtue of any breach of this Agreement by CONTRACTOR, and COUNTY may withhold any payments to CONTRACTOR for the purposes of set-off until such time as the exact amount of damages due COUNTY from CONTRACTOR is determined. This provision shall survive the termination of this Agreement and shall not relieve CONTRACTOR of its liability to COUNTY for damages.

**16. TERMINATION FOR CONVENIENCE:** Either COUNTY or CONTRACTOR may terminate this Agreement at any time by giving at least thirty (30) days' notice in writing. If the Agreement is terminated by COUNTY as provided herein, CONTRACTOR will be paid an amount which bears the same ratio to the total compensation as the work actually performed bear to the total services of CONTRACTOR covered by this Agreement, less payments of compensation previously made. If this Agreement is terminated due to the fault of CONTRACTOR, Section 15 (Termination for Cause) hereof relative to termination will apply.

**17. WARRANTY:** CONTRACTOR warrants that all materials and goods supplied under this Agreement shall be of good merchantable quality and that all services will be performed in a good workmanlike manner. CONTRACTOR acknowledges that it will be liable for any breach of this warranty.

**18. INDEMNITY AND INSURANCE PROVISIONS:** In respects to acts, errors or omissions in the performance of professional services, CONTRACTOR agrees to indemnify and hold harmless COUNTY, its officers, employees, and COUNTY-designated volunteers from and against any and all claims, demands, defense costs, liability or consequential damages of any kind or nature arising directly out of CONTRACTOR's negligent acts, errors or omissions in the performance of its professional services under the terms of this contract.

In respects to all acts or omissions which do not arise directly out of the performance of professional services including, but not limited to those acts or omissions normally covered by general and automobile liability insurance, CONTRACTOR agrees to indemnify, defend (at COUNTY's option), and hold harmless COUNTY, its officers, agents, employees, representatives, and volunteers from and against any and all claims, demands, defense costs, liability, or consequential damages of any kind or nature arising out of or in connection with CONTRACTOR's (or CONTRACTOR's subcontractors, if any) performance or failure to perform, under the terms of this contract; excepting those which arise out of the sole negligence of COUNTY.

Without limiting COUNTY's right to indemnification, it is agreed that CONTRACTOR shall secure prior to commencing any activities under this Agreement, and maintain during the term of this Agreement, against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work under this Agreement and the result of that work by CONTRACTOR, Contractor's agents, representatives, employee, or sub-contractors. Minimum insurance coverage as follows:

1. Worker's compensation and Employer's Liability insurances as required by Idaho statutes.



## Independent Contractor Agreement

Procurement Contract Number 2024.007

2. Comprehensive general liability insurance or commercial general liability insurance, including coverage for premises, operations, products and completed operations, contractual liability, personal injury liability, products/completed operations liability, broad-form property damage (if applicable) and independent contractor's liability (if applicable), in an amount of not less than Two Million Dollars (\$2,000,000.00) per occurrence for bodily injury, personal injury and property damage, or the full per occurrence limits of the policy, whichever is greater, combined single limit, written on an occurrence form.
3. Comprehensive automobile liability coverage including, as applicable, owned, non-owned and hired autos, in an amount of not less than One Million Dollars (\$1,000,000.00) per accident for bodily injury and property damage, combined single limit, written on an occurrence form.
4. Professional liability insurance coverage, including contractual liability, in an amount not less than One Million Dollars (\$1,000,000.00), and CONTRACTOR shall maintain such coverage for at least four (4) years from the termination of this Agreement; and during this four- year period, CONTRACTOR shall use CONTRACTOR's best efforts to ensure that there is no change of the retroactive date on this insurance coverage.

COUNTY is hereby authorized to reduce the requirements set forth above in the event it determines that such reduction is in the COUNTY's best interest.

Each insurance policy required by this Agreement shall contain the following clauses:

1. This insurance shall not be canceled, limited in scope or coverage, or non-renewed until after thirty (30) days prior written notice has been given to the Auditing Department of COUNTY.
2. It is agreed that any insurance maintained by COUNTY shall apply in excess of and not contribute with insurance provided by this policy.

Each insurance policy required by this Agreement, excepting policies for worker's compensation and professional liability, shall contain the following clause:

COUNTY, its officers, agents, employees, representatives and volunteers are added as additional insureds as respects operations and activities of, or on behalf of, the named insured, performed under contract with COUNTY. Prior to commencing any work under this Agreement, CONTRACTOR shall deliver to COUNTY insurance certificates confirming the existence of the insurance required by this Agreement, and including the applicable clauses referenced above. Also, within thirty (30) days of the execution date of this Agreement, CONTRACTOR shall provide to COUNTY endorsements to the above-required policies, which add to these policies the applicable clauses referenced above. Said endorsements shall be signed by an authorized representative of the insurance company and shall include the signature's company affiliation and title. Should it be deemed necessary by COUNTY, it shall be CONTRACTOR's responsibility to see that COUNTY receives documentation acceptable to COUNTY which sustains that the individual signing said endorsements is indeed authorized to do so by the insurance company. Also, COUNTY has the right to demand, and to receive within a reasonable time period, copies of any insurance policies required under this Agreement.

In addition to any other remedies COUNTY may have if CONTRACTOR fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time herein required, COUNTY may, at its sole option:





## Independent Contractor Agreement

Procurement Contract Number 2024.007

1. Obtain such insurance and deduct and retain the amount of the premiums for such insurance from any sums due under the Agreement;
  - a. Order CONTRACTOR to stop work under this Agreement and/or withhold any payment(s) which become due to CONTRACTOR hereunder until CONTRACTOR demonstrates compliance with the requirements hereof.
  - b. Terminate this Agreement.

Exercise of any of the above remedies, however, is an alternative to other remedies COUNTY may have and is not the exclusive remedy for CONTRACTOR's failure to maintain insurance or secure appropriate endorsements.

Nothing herein contained shall be construed as limiting in any way the extent to which CONTRACTOR may be held responsible for payments of damages to persons or property resulting from CONTRACTOR's, or its subcontractor's, performance of the work covered under this Agreement.

If CONTRACTOR maintains higher limits than the minimums shown above, COUNTY is entitled to coverage for the higher limits maintained by CONTRACTOR. Any insurance proceeds in excess of the specified limits and coverage required, which are applicable to a given loss, shall be available to the COUNTY. No representation is made that the minimums shown above are sufficient to cover the indemnity or other obligations of the CONTRACTOR under this Agreement.

**19. NONWAIVER:** Failure of either party to exercise any of the rights under this Agreement, or breach thereof, shall not be deemed to be a waiver of such right or a waiver of any subsequent breach.

**20. CHOICE OF LAW:** The parties have executed and delivered this Agreement in the County of Bannock, State of Idaho. The laws of the State of Idaho shall govern the validity, enforceability, or interpretation of the Agreement. Bannock County shall be the venue for any action or proceeding, in law or equity that may be brought in connection with this Agreement. Any dispute under this Agreement, or related to this Agreement, shall be decided in accordance with the laws of the State of Idaho.

**21. CONFLICTS IN THE AGREEMENT DOCUMENTS:** The Agreement documents are intended to be complementary and interpreted in harmony so as to avoid conflict. In the event of conflict in the Agreement documents, the parties agree that the document providing the highest quality and level of services to the County shall supersede any inconsistent term in these documents.

**22. ANTI-BOYCOTT AGAINST ISRAEL ACT:** If this Agreement has a total potential value of \$100,000 or more and if CONTRACTOR is a company with ten (10) or more employees, then pursuant to Idaho Code §67-2346, CONTRACTOR affirmatively states that it does not boycott Israel and will not boycott Israel during the term of this Agreement. In this paragraph, the terms "company" and "boycott Israel" shall have the meanings described in Idaho Code §67-2346.

**23. ENTIRE AGREEMENT:** This is the entire Agreement, including any exhibits referenced, between the parties and there are no inducements, promises, terms, conditions, or obligations made or entered into by COUNTY or CONTRACTOR other than those contained in it. Parties acknowledge this Agreement can only be modified or amended in writing by the parties.



## Independent Contractor Agreement

Procurement Contract Number 2024.007

**24. SEVERABILITY:** If any part of this Agreement is held unenforceable, the remaining portions of the Agreement will nevertheless remain in full force and effect.

**25. ATTORNEY FEES:** Reasonable attorney fees shall be awarded to the prevailing party in any action to enforce this Agreement or to declare forfeiture or termination of this Agreement.

**26. SIGNATURE AUTHORITY:** The parties executing this agreement certify that they have the proper authority to bind their respective entities to all terms and conditions set forth in this agreement.

DATED this 15 day of March, 2024.

COUNTY:

CONTRACTOR: RAILCO LLC

BANNOCK COUNTY COMMISSIONERS

\_\_\_\_\_  
Ernie Moser, Chairman

By [Signature]  
(Name)

\_\_\_\_\_  
Jeff Hough, Commissioner

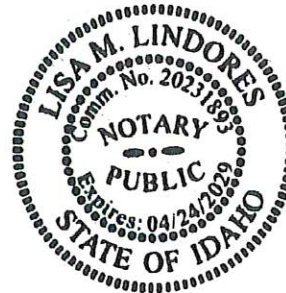
Its KEVIN WADE, LLC MEMBER  
(Title or Office)

\_\_\_\_\_  
John Crowder, Commissioner

WITNESS: Lisa M. Lindores  
(Signature of Witness or Notary Public)

ATTEST:

\_\_\_\_\_  
Clerk of Bannock County





## Independent Contractor Agreement

Procurement Contract Number 2024.007

**24. SEVERABILITY:** If any part of this Agreement is held unenforceable, the remaining portions of the Agreement will nevertheless remain in full force and effect.

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**26. SIGNATURE AUTHORITY:** The parties executing this agreement certify that they have the proper authority to bind their respective entities to all terms and conditions set forth in this agreement.

DATED this 19<sup>th</sup> day of March, 2024.

COUNTY:

CONTRACTOR:

BANNOCK COUNTY COMMISSIONERS

\_\_\_\_\_  
Ernie Moser, Chairman

By \_\_\_\_\_  
(Name)

\_\_\_\_\_  
Jeff Hough, Commissioner

Its \_\_\_\_\_  
(Title or Office)

\_\_\_\_\_  
John Crowder, Commissioner

WITNESS:

\_\_\_\_\_  
(Signature of Witness or Notary Public)

ATTEST:

\_\_\_\_\_  
Clerk of Bannock County

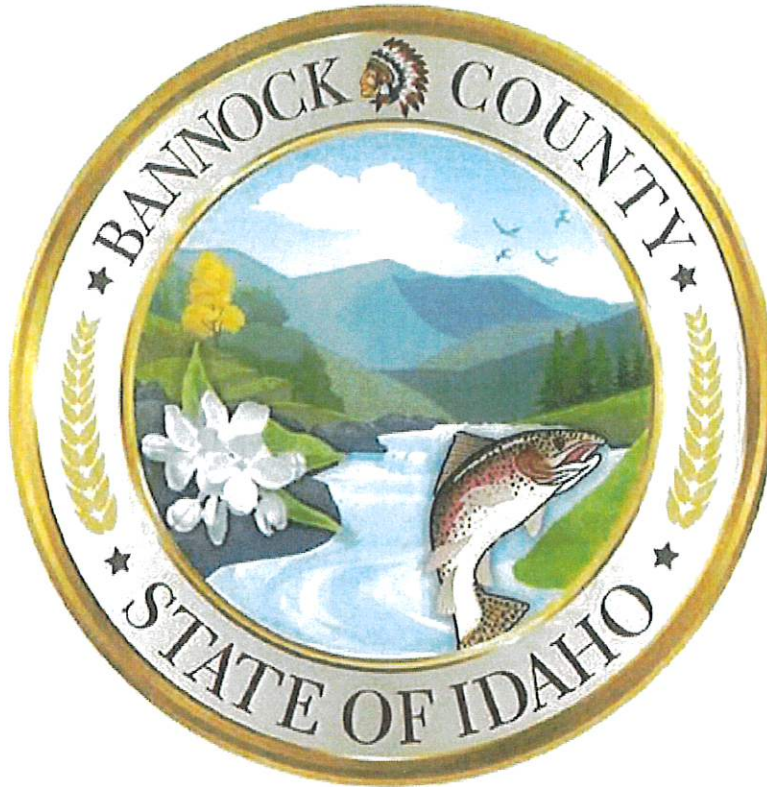




## Independent Contractor Agreement

Procurement Contract Number 2024.007

### Exhibit A



### BANNOCK COUNTY INVITATION TO BID (ITB)

#### County Road Guardrails

Issue Date January 23, 2024

## TABLE OF CONTENTS

<b>1</b>	<b>ITB ADMINISTRATIVE INFORMATION .....</b>	<b>1</b>
<b>2</b>	<b>OVERVIEW.....</b>	<b>2</b>
2.1	PURPOSE.....	2
2.2	QUESTIONS .....	2
2.3	ITB PREPARATION COSTS .....	3
2.4	INTERVIEWS.....	3
2.5	DELIVERY TO COUNTY.....	3
2.6	ACCEPTANCE & REJECTION .....	3
2.7	DISCLOSURE OF CONTRACTORS CONFIDENTIAL INFORMATION .....	4
2.8	SIGNATURE OF CONTRACTOR AGENT .....	4
2.9	SINGLE BID RESPONSE .....	4
<b>3</b>	<b>INSTRUCTIONS FOR SUBMISSION OF PROPOSAL .....</b>	<b>5</b>
3.1	SUBMISSION OF BIDS .....	5
3.2	FILE FORMAT .....	5
3.3	SUBMISSION MODIFICATION .....	5
3.4	TIMELY SUBMISSION.....	5
3.5	ADDITIONAL INFORMATION .....	6
3.6	NEGOTIATIONS .....	6
<b>4</b>	<b>MANDATORY SUBMISSION REQUIREMENTS .....</b>	<b>7</b>
4.1	COVER LETTER.....	7
4.2	ACKNOWLEDGEMENT OF AMENDMENTS .....	8
4.3	AUTHORIZED TO BIND THE CONTRACTOR.....	8
4.4	CONFLICT OF INTEREST.....	8
4.5	BID RIGGING.....	8
4.6	BARRED OR SUSPENDED .....	8
4.7	TRADE SECRETS .....	8
4.8	PUBLIC WORKS LICENSE.....	9
4.9	PERFORMANCE AND PAYMENT BOND .....	9
<b>5</b>	<b>SCOPE OF SERVICES .....</b>	<b>10</b>
5.1	INTENT .....	10
5.2	ON-CALL SERVICE .....	10
5.3	PROJECT SCHEDULE.....	10
5.4	SAFETY REQUIREMENTS .....	10
5.5	SAFETY ENFORCEMENT .....	11
5.6	SUB-CONTRACTOR .....	11
5.7	LAWS AND LICENSURE.....	11
5.8	COUNTY RESPONSIBILITIES.....	11
5.9	DISCOUNTS.....	11
<b>6</b>	<b>COST PROPOSAL.....</b>	<b>12</b>
6.1	COST PROPOSAL .....	12
6.2	EQUIVALENT .....	12
<b>7</b>	<b>CONTRACTUAL AGREEMENT .....</b>	<b>13</b>
7.1	EXECUTION OF THE AGREEMENT .....	13

7.2	FAILURE TO EXECUTE THE AGREEMENT .....	13
7.3	CONTRACT MONITORING .....	13
7.4	PROTEST FROM THE CONTRACTOR .....	13
7.5	WAIVER.....	13
<b>APPENDIX A – PROPOSED CONTRACT .....</b>		<b>14</b>



## 1 ITB Administrative Information

ITB Title:	County Road Guardrails
ITB Project Description:	Bannock County is requesting sealed bids to supply materials and construct guardrails on County roads.
ITB Lead:	Shanda Crystal, Chief Procurement Officer Bannock County 624 East Center, Room 101 Pocatello, ID 83201 <a href="mailto:shandac@bannockcounty.gov">shandac@bannockcounty.gov</a> 208-236-7214
Submit Bids:	Upload electronic bids and documents at <a href="https://bannockcounty.bonfirehub.com/portal/?tab=openOpportunities">https://bannockcounty.bonfirehub.com/portal/?tab=openOpportunities</a>
Publish Notice of ITB:	January 23 and 30, 2024
Deadline to Receive Questions:	February 6, 2024, at 5:00 p.m. Mountain Time
Deadline for County to Respond to Questions:	On or before February 9, 2024, at 5:00 p.m. Mountain Time
ITB Closing Date:	February 19, 2024, at 5:00 p.m. Mountain Time
Public Opening of ITB Date:	February 20, 2024, at 11:00 a.m. Mountain Time
Contract Award Date (Anticipated):	February 27, 2024

## 2 OVERVIEW

### 2.1 Purpose

Bannock County is requesting sealed bids from individuals, firms, partnerships, or corporations having specific experience with the following:

- Supply materials for guardrails
- Remove and dispose existing or damaged guardrail
- Repair or replace damaged guardrail
- Install new guardrail

The resulting contract would begin in March 2024 and extend through February of 2025 as project necessity and approved budget allows.

The following information must be submitted as part of your bid:

- 1) Provide complete and comprehensive responses to each part of Section 4 MANDATORY SUBMISSION REQUIREMENTS.
- 2) Review in detail section 5 SCOPE OF WORK.
- 3) Submit a response to the cost proposal.

Any bid submitted that does not provide a response to each of the required sections may be deemed as non-responsive and may be rejected.

### 2.2 Questions

2.2.1 This Solicitation is issued by the Bannock County Commissioners. The ITB Lead is the only contact for this Solicitation. All correspondence must be in writing. In the event that it becomes necessary to revise any part of this ITB, addenda will be communicated to all respondents by addendum on Bannock County's e-Procurement Portal at <https://bannockcounty.bonfirehub.com/portal/?tab=openOpportunities>. Each addendum becomes an integral part of this ITB and may contain important information, including significant changes to this ITB. Bannock County will not accept any respondent's communications by any other means, except as specifically stated in this ITB.

It is the responsibility of parties interested in this ITB to confirm with the ITB Lead regarding any updates or addendums. Any oral interpretations or clarifications of this ITB must not be relied upon. All changes to this ITB will be in writing and must be communicated to all known ITB Holders via the e-Procurement Portal to be valid. Alternate Bids are not allowed.

2.2.2 Questions or other correspondence must be submitted in writing to the ITB Lead electronically through the Opportunity Q&A on this Solicitation. Official answers to all written questions will be communicated to all respondents by posted addendum on Bannock County's e-Procurement Portal.

**QUESTIONS MUST BE RECEIVED BY 5:00 P.M. MOUNTAIN TIME ON THE DATE LISTED IN THE ITB ADMINISTRATIVE INFORMATION.**

2.2.3 Any questions regarding the Bannock County's Appendix A – Proposed Contract must also be submitted electronically through the Opportunity Q&A, by the deadline identified in the ITB

Administrative Information. Bannock County will not consider proposed modifications to these requirements after the date and time set for receiving questions. Questions regarding these requirements must contain the following:

1. The rationale for the specific requirement being unacceptable to the party submitting the question (define the deficiency).
2. Recommended verbiage for the County's consideration that is consistent in content, context, and form with the County's requirement that is being questioned.
3. Explanation of how the County's acceptance of the recommended verbiage is fair and equitable to both the County and to the party submitting the question.

2.2.4 Bids which condition the Bid based upon the County accepting other terms and conditions not found in the ITB, or which take exception to the County's terms and conditions, will be found non-responsive, and no further consideration of the Bid will be given.

### **2.3 ITB Preparation Costs**

Costs for developing bids pursuant to this ITB are entirely the responsibility of the Contractor. They shall not be chargeable to the County. By submitting a bid, the contractor agrees that the contents of the submittals and any supporting analysis will become the property of Bannock County.

### **2.4 Interviews**

As provided herein, interviews may be conducted with any or all responsible Contractor(s) who's bids are determined to be reasonably acceptable of being selected for award. The County will not be liable for any costs incurred by the Contractor in connection with such interview (i.e. travel, accommodations, etc.).

### **2.5 Delivery to County**

Bids will only be received by the County's e-Procurement portal, Bonfire; no facsimile bids will be accepted. It is the contractor's responsibility to ensure that the bid is received on time.

### **2.6 Acceptance and Rejection**

The County reserves the following rights:

- To reject any or all submittals, or any part thereof;
- To reissue the Invitation to Bid;
- To invite additional respondents to the ITB;
- To request additional information and data from any or all respondents;
- To extend the date for submission of responses;
- To supplement, amend, or modify the ITB and cancel this request with or without the substitution of another ITB;
- To disqualify any respondent who fails to provide information or data requested herein or who provides inaccurate or misleading information or data;



- To disqualify any respondent based on any real or apparent conflict of interest;
- To waive any minor defects in the submittal if this is to the advantage of the County; and
- To accept the submittal that is in the best interest of the County.

The County's decision shall be final. The County's waiver of a minor defect shall in no way modify the ITB or excuse the Contractor from full compliance with its obligations if the Contractor is awarded the contract. The County reserves the right to let separate agreements on any aspect of the work.

Bids that contain false or misleading statements or provide references that do not support an attribute or condition claimed by the Contractor may be rejected. If, in the opinion of the County, such information was intended to mislead the County in its evaluation of the Contractor, the statement shall be rejected.

## **2.7 Disclosure of Contractor's Confidential Information**

Be advised that all information contained in bids submitted in response to this solicitation may be subject to the Idaho Public Records Request Act, Idaho Code §74-102, and information use and disclosure are governed by this Act.

Bids will be kept confidential until negotiations and recommendation of award are completed by the County. At that time, all bids and documents pertaining to the bids will be open to the public, except for material that is clearly marked proprietary or confidential.

## **2.8 Signature of Contractor's Agent**

Each bid and any clarification to that statement shall be signed by an officer of the contractor or a designated agent empowered to bind the contractor in a contract.

## **2.9 Single Bid Response**

If only one bid is received in response to the invitation to bid, a detailed cost proposal may be requested of the single Bidder. A cost/price analysis and evaluation and/or audit may be performed of the cost proposal in order to determine if the price is fair and reasonable.

### 3 INSTRUCTIONS FOR SUBMISSION OF BID

#### 3.1 Submission of Bid

Bids must be submitted online through Bannock County's e-Procurement Portal. Upload electronic bids and documents at <https://bannockcounty.bonfirehub.com/portal/?tab=openOpportunities>. Should there be any doubt as to any meaning or intent of any ITB statement or provision, the Contractor should submit their inquiries in writing as prescribed. No changes may be made in the phraseology of the forms nor may the Contractor add any phraseology conditioning the acceptance of the award.

Browser cookies must be enabled. Respondents should contact Bonfire at [Support@GoBonfire.com](mailto:Support@GoBonfire.com) for technical questions related to submissions or visit Bonfire's help forum at <https://bonfirehub.zendesk.com/hc>.

#### 3.2 File Format

Submission materials should be prepared in the file formats listed under Requested Information for this opportunity in the Bonfire Portal; the maximum upload file size is 1000 MB. Documents should not be embedded within uploaded files, as the embedded files will not be accessible or evaluated.

#### 3.3 Submission Modification

Contractors will have the ability to modify their submissions up to the Submission Deadline listed for this Solicitation directly through the e-Procurement Portal. Any Bid may be withdrawn prior to the scheduled date and time set for the Bid opening by clicking un-submit within the e-Procurement Portal by the bidder or their authorized agent. No Bid may be withdrawn after the date and time set for the Bid opening.

If your Bid contains trade secret information which you have identified, you must also submit a redacted copy of the Bid (in electronic format, with the word "redacted" in the file name) with all trade secret information removed or blacked out; as well as a separate document containing a complete list (per the instructions in Section 4.7, below) of all trade secret information which was removed or blacked out in the redacted copy.

#### 3.4 Timely Submission

Contractors are solely responsible to ensure timely submission of their Bids to the County via the eProcurement Portal as given in this solicitation. Bids must be uploaded, submitted, and finalized prior to the Closing Date and time listed in the ITB Administrative Information. It is strongly recommended that Contractors give themselves sufficient time and at least ONE (1) day before the Closing Date to begin the uploading process and to finalize their submissions.

The County's e-Procurement Portal clock is the official clock for the determination of all deadline dates and times. Without exception, Bids will not be accepted after the submission deadline regardless of any technical difficulties such as poor internet connections.

Bannock County assumes no responsibility for failure of any computer or other equipment to deliver all or a portion of the Bid at the time and in the manner required by the solicitation. Neither Bonfire, nor the

County warrant that access to and use of the Bonfire website will be free from interruptions or free from errors, nor shall Bonfire or the County be responsible for any inadvertent disclosure of Bid repository information or any unauthorized access to Bid repository information by third persons.

In the case of disruption of electronic communications or loss of services by Bonfire within two (2) hours prior to the deadline for submission of bids, the County will delay the deadline for bid submissions to ensure the ability of potential contractors to submit bids. If this occurs, instructions will be communicated to known Plan Holders.

### 3.5 Additional Information

- a) It is the contractor's responsibility to furnish the County with sufficient data to determine whether or not the products(s), service(s), and/or supplies offered conform to the specified requirements.
- b) The County will not be liable for any cost incurred in the preparation of bids.
- c) The submission of a bid shall be prima facie evidence that the Contractor has full knowledge of the scope, nature, quantity and quality of work to be performed; the detailed requirements of the specifications; and the conditions under which the work will be performed.
- d) The Contractor shall furnish the County such additional information as the County may reasonably require.
- e) The County reserves the right to conduct personal interviews of any or all Contractors prior to selection. The County will not be liable for any costs incurred by the Contractor in connection with such interview (i.e., travel, accommodations, etc.).
- f) The County reserves the right to conduct pre-contract negotiations with any or all potential Contractors.
- g) The County reserves the right to reject any or all bids, the right of the County in its sole discretion to accept the bid(s) it considers most favorable to the County's interest and the right to waive minor irregularities in the procedures. The County further reserves the right to reject all bids and seek new bids when such procedure is reasonably in the best interest of the County.
- h) Certain financial information of the County, including financials and budgets, can be accessed at <https://www.bannockcounty.us/auditor/>.

### 3.6 Negotiations

Discussions and best and final offers cannot be guaranteed to occur.



## 4 MANDATORY SUBMISSION REQUIREMENTS

### 4.1 Cover Letter

The Bid must include a cover letter on official letterhead of the Contractor; with the Contractor's name, mailing address, telephone number, e-mail address, and name of Contractor's authorized signer. The cover letter must identify the ITB Title, and must be signed by an individual authorized to commit the Contractor to the work proposed. In addition, the cover letter must include:

4.1.1 Identification of the Contractor's corporate or other legal entity status. Contractors must include their tax identification number. The Contractor must be a legal entity with the legal right to contract.

4.1.2 A statement indicating the Contractor's acceptance of and willingness to comply with the requirements of the ITB and attachments, including but not limited to the Appendix A – Proposed Contract.

4.1.3 A statement of the Contractor's compliance with affirmative action and equal employment regulations.

4.1.4 A statement that Contractor has not employed any company or person other than a bona fide employee working solely for the Contractor or a company regularly employed as its marketing agent, to solicit or secure the Contract, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the Contractor or a company regularly employed by the Contractor as its marketing agent, any fee, commission, percentage, brokerage fee, gifts or any other consideration contingent upon or resulting from the award of the Contract. The Contractor must affirm its understanding and agreement that for breach or violation of this term, the County has the right to annul the Contract without liability or, in its discretion, to deduct from the Contract price the amount of any such fee, commission, percentage, brokerage fee, gifts or contingencies.

4.1.5 A statement naming the firms and/or staff responsible for writing the Bid.

4.1.6 A statement that Contractor is not currently suspended, debarred or otherwise excluded from federal or state procurement and non-procurement programs. Contractor information is available on the Internet at: <https://sam.gov>.

4.1.7 A statement affirming the Bid will be firm and binding for six (60) calendar days from the Bid opening date.

4.1.8 A statement that the Contractor warrants that it does not knowingly and willfully employ persons who cannot legally work in this country; it takes steps to verify that it does not hire persons who have entered our nation illegally or cannot legally work in the United States; and that any misrepresentation in this regard or any employment of persons who have entered our nation illegally or cannot legally work in the United States constitutes a material breach and will be cause for the imposition of monetary penalties up to five percent (5%) of the Contract price, per violation, and/or termination of its Contract.

#### **4.2 Acknowledgement of Amendments**

If the ITB is amended, the Contractor must acknowledge each amendment by confirming yes to the question in Bonfire portal. Failure to respond 'yes' to the question regarding amendment acknowledgement with the Bid may result in the Bid being found non-responsive.

#### **4.3 Authorized to Bind the Contractor**

Contractor must acknowledge they are authorized to bind the named Bidder to the bid submitted by confirming yes to the question in the Bonfire portal. Failure to respond 'yes' to the question regarding authority to bind Contractor may result in the Bid being found non-responsive.

#### **4.4 Conflict of Interest**

Contractor must acknowledge the company does not have a conflict of interest in submitting a Bid for this solicitation, either perceived or real by confirming yes to the question in the Bonfire portal. Failure to respond 'yes' to the question regarding conflict of interest may result in the Bid being found non-responsive.

#### **4.5 Bid Rigging**

Contractor must acknowledge they did not secretly conspire with other Contractors to agree in advance who will submit the winning Bid, otherwise known as bid rigging, by confirming yes to the question in the Bonfire portal. Failure to respond 'yes' to the question regarding bid rigging may result in the Bid being found non-responsive.

#### **4.6 Barred or Suspended**

Contractor must acknowledge they are not barred nor suspended from doing business with the Federal Government as confirmed using the website <https://www.sam.gov> by confirming yes to the question in the Bonfire portal. Failure to respond 'yes' to the question regarding being barred or suspended may result in the Bid being found non-responsive.

#### **4.7 Trade Secrets**

Identify each page of the bid that you believe contains a "trade secret" within the definitions of the Idaho Public Records Act. Contractors must:

4.7.1 Identify with particularity the precise text, illustration, or other information contained within each page marked "trade secret" (it is not sufficient to simply mark the entire page). The specific information you deem "trade secret" within each noted page must be highlighted, italicized, identified by asterisks, contained within a text border, or otherwise clearly delineated from other text/information and specifically identified as a "trade secret."

4.7.2 Provide a separate document entitled "List of Redacted Trade Secret Information" which provides a succinct list of all trade secret information noted in your Bid; listed in the order it appears in your submittal documents, identified by Page #, Section #/Paragraph #, Title of Section/Paragraph, specific portions of text/illustrations; or in a manner otherwise sufficient to allow the County's procurement

personnel to determine the precise text/material subject to the notation. Additionally, this list must identify with each notation the specific basis for your position that the material be treated as exempt from disclosure and how the exempting the material complies with the Public Records Law.

4.7.3 Indemnify and defend the County against all liability, claims, damages, losses, expenses, actions, attorney fees and suits whatsoever for honoring a "trade secret" designation and exemption from public disclosure; or for the Contractor's failure to designate individual documents as exempt from public disclosure. The Contractor's failure to designate as exempt any document or portion of a document that is released by the County shall constitute a complete waiver of any and all claims for damages caused by any such release. If the County receives a request for materials claimed exempt by the Contractor, the Contractor shall provide the legal defense for such claim.

#### **4.8 Public Works License**

Include a copy of your current Public Works License.

#### **4.9 Performance and Payment Bond**

Before a contract is signed, the successful Bidder must furnish a performance and payment bond by a cashier's check or bond (with authorized surety company) made payable to Bannock County in an amount not less than a hundred percent (100%) of the total value of the project pursuant to Idaho Code §54-1926. The successful bid will receive their bond back upon successful completion and implementation of the contract.



## 5 SCOPE OF SERVICES

Submit a statement of services to cover the following scope requested by this ITB:

### 5.1 Intent

It is the intent of this specification to provide Guardrail new, repair, and replacement.

All equipment, options, and features provided must be designed, constructed, and installed to be fully suitable for their intended use and service. All components must be new.

A contract will be awarded to the bidder submitting the lowest responsive bid meeting the requirements of the specifications.

### 5.2 On-Call Service

The County shall notify the awarded bidder when guardrail repair work is required. The awarded bidder shall be provided with the work site location and any other information that could impact the guardrail repair.

Guardrails affect the safety of the public; therefore, the awarded contractor must begin the guardrail repair work OR respond to the call for service by implementing any and all necessary safety measures as prescribed by the U.S. Department of Transportation, Federal Highway Administration within 14 days from the call for services. Additionally, the awarded contractor must complete all work within 21 days of the call for services.

If the awarded contractor is unable to begin the work within the prescribed timeframe, then the awarded contractor must notify the County's Road & Bridge Department of their intended timeline to begin work.

Upon completion of guardrail call for services, the awarded contractor must notify the County's Road & Bridge Department. The County will notify the awarded contractor of any needed modifications in order to be in compliance.

### 5.3 Safety Requirements

Contractor shall obtain the necessary onsite pre-job safety instructions from County personnel, prior to conducting any work. Contractor shall abide by all county, local, state, and federal safety policies, and regulations, including the use of required PPE, high visibility construction attire, etc.

Contractor will be responsible for safety related to and during the performance of the work hereunder. Contractor will ensure that Contractor's employees and the employees of the sub-contractors are notified of, and observe and abide by, all safety regulations and laws, including but not limited to directions given by County personnel. Contractor shall include provisions for compliance with all safety requirements.

### 5.4 Safety Enforcement

Should the Contractor violate any health, safety, or traffic regulation, a Notice of Unsafe Condition will be issued to the Contractor for immediate correction. It is specifically understood and agreed that the County

reserves the right to suspend the work wholly or in part due to unresolved safety disputes. No additional compensation or contract time will be allowed for the period the work is suspended. Should the Contractor continue with the disputed work after having received a written notice of suspension, any work performed by the Contractor during the suspension shall be considered as having been done at the Contractor's own risk as a volunteer and shall not entitle the Contractor to compensation or any other right under the contract.

#### **5.5 Sub-Contractor**

The use of a sub-contractor is not allowed for this contract.

#### **5.6 Laws and Licensure**

All Bids shall comply with current federal, state, local, and other laws relative thereto. Contractor must hold all necessary and applicable Insurance, as well as all business and professional licenses such as a valid Idaho Public Works License. Contractor must provide evidence of proper licensure to the County upon the County's request.

Contractor will ensure that all building, plumbing, and safety codes are met by contractor and all sub-contractors.

#### **5.7 County Responsibilities**

County Facilities Department will provide one staff member of County as a point of contact for this project. County will also prepare road shoulder for guardrail placement.

#### **5.8 Discounts**

Describe any available discounts, such as partial year, prepayment, multi-unit purchases, etc that are available to the County.

## 6 COST PROPOSAL

### 6.1 Cost Proposal

Submit response to Bonfire with per unit costs in connection with the Items listed. Detail any costs not listed in this table for consideration.

<b>Supplies &amp; Materials</b>
<b>Mobilization, per Guardrail Project</b>
<b>Guardrail Anchor</b>
<b>Metal Guardrail Post</b>
<b>W-Beam Guardrail</b>
<b>Guardrail Terminal Type Flared</b>
<b>Safety Measures, include any and all costs associated with the need for temporary safety control measures such as, but not limited to, cones, water barriers, barricades, etc.</b>
<b>Traffic Control Measures</b>

### 6.2 Equivalent

Unless otherwise stated, the use of a manufacturer's name and product numbers are for descriptive purposes only and for establishing general quality levels only. They are not intended to be restrictive.

Bidders are required to state exactly what they intend to furnish; otherwise, it is fully understood that they shall furnish all items, as stated.



## **7 CONTRACTUAL AGREEMENT**

### **7.1 Execution of the Agreement**

Any contractual agreement(s) resulting from this ITB will be finalized with the Contractor who receives the highest number of total normalized points. In the event mutually agreeable terms cannot be reached with the winning contractor, the County reserves the right to finalize a contractual agreement with the next most advantageous Contractor without undertaking a new procurement process.

The agreement shall be signed by the Contractor and returned, along with any required attachments to the County within then (10) calendar days from receipt of contract. The period for execution may be changed by mutual agreement of the parties. Contracts are not effective until signed by the authorized County Officials. Any work performed prior to receipt of a fully executed contract shall be at Contractor's own risk.

### **7.2 Failure to Execute the Agreement**

Failure to execute the Agreement within the time frame identified above shall be sufficient cause for voiding the award. Failure to comply with other requirements within the set time shall constitute failure to execute the Agreement. If the successful Bidder refuses or fails to execute the Agreement, the County may award the Agreement to the next qualified Bidder.

### **7.3 Contract Monitoring**

Contractor shall be responsible for the completion of all work services set out in the contract. All work services are subject to inspection, evaluation, and acceptance by the County. The County may employ all reasonable means to ensure that the work is progressing and being performed in compliance with the contract. At reasonable times, the County may inspect those areas of the Contractor's place of business that are related to the performance of the contract. If the County requires such an inspection, the Contractor shall provide reasonable access and assistance.

### **7.4 Protest from the Contractor**

Any protests concerning the specifications, bid procedures, or method of evaluation must be made in writing and received by the County at least three (3) business days before the date and time upon which bids are scheduled to be opened. Failure to timely raise such protest in writing shall be deemed to operate as a waiver as to any objections that may have been raised on the part of the Contractor.

### **7.5 Waiver**

Specifications and manufacturer's models noted in this solicitation are those that are acceptable to the County. All deviations from these specifications must be listed. Failure to list all deviations from the specifications is an informality and irregularity which shall be a basis for the County to deem that bid void and non-responsive, unless such deviations are waived by the County.



**7. FEDERAL, STATE, AND LOCAL PAYROLL TAXES:** Neither federal, state or local income taxes, nor payroll taxes of any kind shall be withheld and paid by COUNTY on behalf of CONTRACTOR or the employees of CONTRACTOR. CONTRACTOR shall not be treated as an employee with respect to the services performed hereunder for federal or state tax purposes. CONTRACTOR understands that it is responsible to pay, according to law, CONTRACTOR's income tax. CONTRACTOR further understands that it may be liable for self-employment (Social Security) tax to be paid by CONTRACTOR according to law.

**8. LICENSES AND LAW:** COUNTY relies upon CONTRACTOR's professional ability and training as material inducement to enter into this agreement. CONTRACTOR represents that it possesses the skill and experience necessary and all licenses required to perform the services under this agreement. CONTRACTOR further agrees to comply with all applicable laws in the performance of the services hereunder. COUNTY's acceptance of CONTRACTOR's work shall not constitute a waiver or release of CONTRACTOR from professional responsibility.

**9. FRINGE BENEFITS:** Because CONTRACTOR is engaged in its own independently established business, CONTRACTOR is not eligible for, and shall not participate in, any employee pension, health, or other fringe benefit plans of COUNTY.

**10. WORKER'S COMPENSATION:** CONTRACTOR shall maintain in full force and effect worker's compensation for CONTRACTOR and any agents, employees, and staff that the CONTRACTOR may employ, and provide proof to COUNTY of such coverage or that such worker's compensation insurance is not required under the circumstances.

**11. EQUIPMENT, TOOLS, MATERIALS OR SUPPLIES:** CONTRACTOR shall supply, at CONTRACTOR's sole expense, all equipment, tools, materials and/or supplies to accomplish the services to be provided.

**12. ASSIGNMENT:** It is expressly agreed and understood by the parties hereto, that CONTRACTOR shall not have the right to assign, transfer, hypothecate or sell any of its rights under this Agreement except upon the prior express written consent of COUNTY.

**13. CHANGES:** COUNTY may, from time to time, request changes in the Services to be performed hereunder. Such changes, and any increase or decrease in CONTRACTOR'S compensation, shall be effective only if they are in the form of mutually executed written amendment(s) to this Agreement.

The party desiring the revision shall request amendment(s) to the terms and conditions of this Agreement in writing. Any adjustment to this Agreement shall be effective only upon the parties' mutual execution of an amendment in writing.

No verbal agreements or conversations prior to execution of the Agreement or requested amendment shall affect or modify any of the terms or conditions of this Agreement unless reduce to writing according to the applicable provisions of this Agreement.

**14. NON-APPROPRIATION:** Expenditures not appropriated by COUNTY in its current fiscal year budget are deemed to be contingent liabilities only and are subject to appropriation in subsequent fiscal year budgets. In the event no funds or insufficient funds are appropriated and budgeted in any subsequent fiscal period by COUNTY for performance under this Agreement, COUNTY shall notify the other party(ies) and this Agreement shall terminate. Payments under this agreement shall be completed to the date of notification, except that no payment shall be made or due under this Agreement beyond those amounts appropriated and budgeted by COUNTY to fund payments under this Agreement.

**15. TERMINATION FOR CAUSE:** If, through any cause, CONTRACTOR shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if CONTRACTOR shall violate any of the covenants, agreements, or stipulations, of this Agreement, COUNTY shall thereupon have the right to terminate this Agreement by giving written notice to CONTRACTOR of such termination and specifying the effective date thereof at least fifteen (15) days before the effective date of such termination. If this



Agreement is terminated for cause, CONTRACTOR shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder.

Notwithstanding the above, CONTRACTOR shall not be relieved of liability to COUNTY for damages sustained by COUNTY by virtue of any breach of this Agreement by CONTRACTOR, and COUNTY may withhold any payments to CONTRACTOR for the purposes of set-off until such time as the exact amount of damages due COUNTY from CONTRACTOR is determined. This provision shall survive the termination of this Agreement and shall not relieve CONTRACTOR of its liability to COUNTY for damages.

**16. TERMINATION FOR CONVENIENCE:** Either COUNTY or CONTRACTOR may terminate this Agreement at any time by giving at least fifteen (15) days' notice in writing. If the Agreement is terminated by COUNTY as provided herein, CONTRACTOR will be paid an amount which bears the same ratio to the total compensation as the work actually performed bear to the total services of CONTRACTOR covered by this Agreement, less payments of compensation previously made. If this Agreement is terminated due to the fault of CONTRACTOR, Section 15 (Termination for Cause) hereof relative to termination will apply.

**17. WARRANTY:** CONTRACTOR warrants that all materials and goods supplied under this Agreement shall be of good merchantable quality and that all services will be performed in a good workmanlike manner. CONTRACTOR acknowledges that it will be liable for any breach of this warranty.

**18. INDEMNITY AND INSURANCE PROVISIONS:** In respects to acts, errors or omissions in the performance of professional services, CONTRACTOR agrees to indemnify and hold harmless COUNTY, its officers, employees, and COUNTY-designated volunteers from and against any and all claims, demands, defense costs, liability or consequential damages of any kind or nature arising directly out of CONTRACTOR's negligent acts, errors or omissions in the performance of its professional services under the terms of this contract.

In respects to all acts or omissions which do not arise directly out of the performance of professional services including, but not limited to those acts or omissions normally covered by general and automobile liability insurance, CONTRACTOR agrees to indemnify, defend (at COUNTY's option), and hold harmless COUNTY, its officers, agents, employees, representatives, and volunteers from and against any and all claims, demands, defense costs, liability, or consequential damages of any kind or nature arising out of or in connection with CONTRACTOR's (or CONTRACTOR's subcontractors, if any) performance or failure to perform, under the terms of this contract; excepting those which arise out of the sole negligence of COUNTY.

Without limiting COUNTY's right to indemnification, it is agreed that CONTRACTOR shall secure prior to commencing any activities under this Agreement, and maintain during the term of this Agreement, against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work under this Agreement and the result of that work by CONTRACTOR, Contractor's agents, representatives, employee, or sub-contractors. Minimum insurance coverage as follows:

1. Worker's compensation and Employer's Liability insurances as required by Idaho statutes.
2. Comprehensive general liability insurance or commercial general liability insurance, including coverage for premises, operations, products and completed operations, contractual liability, personal injury liability, products/completed operations liability, broad-form property damage (if applicable) and independent contractor's liability (if applicable), in an amount of not less than Two Million Dollars (\$2,000,000.00) per occurrence for bodily injury, personal injury and property damage, or the full per occurrence limits of the policy, whichever is greater, combined single limit, written on an occurrence form.

3. Comprehensive automobile liability coverage including, as applicable, owned, non-owned and hired autos, in an amount of not less than One Million Dollars (\$1,000,000.00) per accident for bodily injury and property damage, combined single limit, written on an occurrence form.
4. Professional liability insurance coverage, including contractual liability, in an amount not less than One Million Dollars (\$1,000,000.00), and CONTRACTOR shall maintain such coverage for at least four (4) years from the termination of this Agreement; and during this four- year period, CONTRACTOR shall use CONTRACTOR's best efforts to ensure that there is no change of the retroactive date on this insurance coverage.

COUNTY is hereby authorized to reduce the requirements set forth above in the event it determines that such reduction is in the COUNTY's best interest.

Each insurance policy required by this Agreement shall contain the following clauses:

1. This insurance shall not be canceled, limited in scope or coverage, or non-renewed until after thirty (30) days prior written notice has been given to the Auditing Department of COUNTY.
2. It is agreed that any insurance maintained by COUNTY shall apply in excess of and not contribute with insurance provided by this policy.

Each insurance policy required by this Agreement, excepting policies for worker's compensation and professional liability, shall contain the following clause:

COUNTY, its officers, agents, employees, representatives and volunteers are added as additional insureds as respects operations and activities of, or on behalf of, the named insured, performed under contract with COUNTY. Prior to commencing any work under this Agreement, CONTRACTOR shall deliver to COUNTY insurance certificates confirming the existence of the insurance required by this Agreement, and including the applicable clauses referenced above. Also, within thirty (30) days of the execution date of this Agreement, CONTRACTOR shall provide to COUNTY endorsements to the above-required policies, which add to these policies the applicable clauses referenced above. Said endorsements shall be signed by an authorized representative of the insurance company and shall include the signature's company affiliation and title. Should it be deemed necessary by COUNTY, it shall be CONTRACTOR's responsibility to see that COUNTY receives documentation acceptable to COUNTY which sustains that the individual signing said endorsements is indeed authorized to do so by the insurance company. Also, COUNTY has the right to demand, and to receive within a reasonable time period, copies of any insurance policies required under this Agreement.

In addition to any other remedies COUNTY may have if CONTRACTOR fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time herein required, COUNTY may, at its sole option:

1. Obtain such insurance and deduct and retain the amount of the premiums for such insurance from any sums due under the Agreement;
  - a. Order CONTRACTOR to stop work under this Agreement and/or withhold any payment(s) which become due to CONTRACTOR hereunder until CONTRACTOR demonstrates compliance with the requirements hereof.
  - b. Terminate this Agreement.

Exercise of any of the above remedies, however, is an alternative to other remedies COUNTY may have and is not the exclusive remedy for CONTRACTOR's failure to maintain insurance or secure appropriate endorsements.

Nothing herein contained shall be construed as limiting in any way the extent to which CONTRACTOR may be held responsible for payments of damages to persons or property resulting from CONTRACTOR's, or its subcontractor's, performance of the work covered under this Agreement.

If CONTRACTOR maintains higher limits than the minimums shown above, COUNTY is entitled to coverage for the higher limits maintained by CONTRACTOR. Any insurance proceeds in excess of the specified limits and coverage required, which are applicable to a given loss, shall be available to the COUNTY. No representation is made that the minimums shown above are sufficient to cover the indemnity or other obligations of the CONTRACTOR under this Agreement.

**19. NONWAIVER:** Failure of either party to exercise any of the rights under this Agreement, or breach thereof, shall not be deemed to be a waiver of such right or a waiver of any subsequent breach.

**20. CHOICE OF LAW:** The parties have executed and delivered this Agreement in the County of Bannock, State of Idaho. The laws of the State of Idaho shall govern the validity, enforceability, or interpretation of the Agreement. Bannock County shall be the venue for any action or proceeding, in law or equity that may be brought in connection with this Agreement. Any dispute under this Agreement, or related to this Agreement, shall be decided in accordance with the laws of the State of Idaho.

**21. CONFLICTS IN THE AGREEMENT DOCUMENTS:** The Agreement documents are intended to be complementary and interpreted in harmony so as to avoid conflict. In the event of conflict in the Agreement documents, the parties agree that the document providing the highest quality and level of services to the County shall supersede any inconsistent term in these documents.

**22. ANTI-BOYCOTT AGAINST ISRAEL ACT:** If this Agreement has a total potential value of \$100,000 or more and if CONTRACTOR is a company with ten (10) or more employees, then pursuant to Idaho Code §67-2346, CONTRACTOR affirmatively states that it does not boycott Israel and will not boycott Israel during the term of this Agreement. In this paragraph, the terms "company" and "boycott Israel" shall have the meanings described in Idaho Code §67-2346.

**23. ENTIRE AGREEMENT:** This is the entire Agreement, including any exhibits referenced, between the parties and there are no inducements, promises, terms, conditions, or obligations made or entered into by COUNTY or CONTRACTOR other than those contained in it. Parties acknowledge this Agreement can only be modified or amended in writing by the parties.

**24. SEVERABILITY:** If any part of this Agreement is held unenforceable, the remaining portions of the Agreement will nevertheless remain in full force and effect.

**25. ATTORNEY FEES:** Reasonable attorney fees shall be awarded to the prevailing party in any action to enforce this Agreement or to declare forfeiture or termination of this Agreement.

**26. SIGNATURE AUTHORITY:** The parties executing this agreement certify that they have the proper authority to bind their respective entities to all terms and conditions set forth in this agreement.



## BANNOCK COUNTY COMMISSIONERS

624 E. Center St., Pocatello, ID 83201  
Phone: (208) 236-7210 • Fax: (208) 232-7363



ERNIE MOSER  
Commissioner  
1st District

JEFF HOUGH  
Commissioner  
2nd District

JOHN CROWDER  
Commissioner  
3rd District

## WORK SESSION REQUEST FORM

Work Sessions are held on Thursdays at 9:15 a.m., unless otherwise noticed.

Email this completed form and any supporting documents to

[agendarequest@bannockcounty.us](mailto:agendarequest@bannockcounty.us) by noon on Monday prior to the scheduled meeting.

**Name/Department:**

Braeden Clayson

**Concern/issue/question:**

Request to continue Human Resources Planning

**Suggested solution?****How much time will be needed for this issue?**

10 Minutes

**What meeting date is requested?**

3/19/24

**List of attendees:**

Joshua Waters

Please include any supporting documents with your Work Session Request Form.

Commissioner Office Only:

Date: 3/15 Time: \_\_\_\_\_

In the Matter of APPROVING )  
TAX CANCELLATION REQUESTS )

R.S. No. 2024-21  
 March 19, 2024

### RESOLUTION

WHEREAS, requests for cancellation of taxes were considered on March 5 and 12, 2024; and

WHEREAS, these cancellation requests have been reviewed pursuant to Idaho Code §§63-711, 63-1302, 63-1303 and 63-1304;

NOW, THEREFORE, BE IT RESOLVED that the County Tax Collector, Jennifer Clark, is hereby authorized and directed to cancel the following on the tax rolls as listed by year:

- (1) At the request of Assessor Anita Hymas, in a letter dated February 27, 2024, for cancellation of **market value** for the **2023** tax year.

PARCEL NO.	OWNER	EXPLANATION	VALUE TO BE CANCELLED
RPRPTRI001400	RCF Enterprises, LLC	BTA decision	\$260,706.00
RPRRPMD004600	Net Prophet, LLC	Placed on occupancy roll in error	\$184,979.00

- (2) At the request of Assessor Anita Hymas, in a letter dated March 6, 2024, for cancellation of **values indicated** for the **2023** tax year.

PARCEL NO.	OWNER	EXPLANATION	VALUE TO BE CANCELLED
RPR3803008011	Snapp, Joseph	Tribal exempt	MV \$81,696.00
RPR4013007200	State of Idaho	State of Idaho – exempt for 6 months	Tax \$ 1,561.36
RPRRTM2004600	Rebel Estates LLC	BTA decision	MV \$11,511.00
RPRRTM2009000	Rebel Estates LLC	BTA decision	MV \$ 7,169.00

### BOARD OF BANNOCK COUNTY COMMISSIONERS

\_\_\_\_\_  
 Ernie Moser, Chair

\_\_\_\_\_  
 Jeff Hough, Member

\_\_\_\_\_  
 John Crowder, Member

ATTEST: \_\_\_\_\_  
 Jason C. Dixon, Clerk

In the Matter of AUTHORIZATION AND )  
ORDER TO REALLOCATE FUNDS )

R.S. No. 2024-22  
March 19, 2024

**RESOLUTION**

WHEREAS, it has been requested to reallocate funds originally budgeted for the jail boiler project in PILT to cover adult probation critical equipment; and

WHEREAS, this reallocation will have no negative effect on the budget;

NOW THEREFORE, BE IT RESOLVED that the Auditor's Office is hereby authorized and ordered to reallocate funds in the following budget lines:

**Fiscal Year 2024:**

To Line: 155140-84000

Amount: \$ 9,000

From Line: 155222-46100

Amount: \$ 9,000

**BOARD OF BANNOCK COUNTY COMMISSIONERS**

\_\_\_\_\_  
Ernie Moser, Chair

\_\_\_\_\_  
Jeff Hough, Member

\_\_\_\_\_  
John Crowder, Member

ATTEST: \_\_\_\_\_  
Jason C. Dixon, Clerk

Jason C. Dixon  
Clerk of the District Court  
Ex-Officio Auditor - Recorder  
Clerk to the Commissioners



Bannock County Auditing  
624 Center, Room 104  
Pocatello, Idaho 83201-6247  
Phone (208) 236-7335

Date 2/12/2024

Department Requesting Reallocation: Event Center/Wellness Complex

Description of Reason for Reallocation Request: It is being requested to reallocate funds from a full-time facilities assistant position to extra help funds. A full-time position is not needed but funds can be better utilized to hire seasonal positions.

Funding option to make reallocation request described above (list accounts and amounts where funds will come from and accounts and amounts moving to).

Fiscal Year: 2024

To Line: 138266-40800

Amount: \$ 31,800

From Line: 138266-40250

Amount: \$ 31,800

Department Head/Elected Official Approval Signature: \_\_\_\_\_

Comptroller Signature: \_\_\_\_\_

SUBMIT TO AUDITING DEPARTMENT FOR FINANCIAL REVIEW OF CHANGES



**BOARD OF BANNOCK COUNTY COMMISSIONERS  
MINUTE CERTIFICATION**

We, the Board of Bannock County Commissioners, hereby certify approval of the minutes of the Bannock County Commissioners' meetings inclusive of the dates of March 12 and 14, 2024, as approved during the meeting of March 19, 2024.

BOARD OF BANNOCK COUNTY COMMISSIONERS

\_\_\_\_\_  
Ernie Moser, Chair

\_\_\_\_\_  
Jeff Hough, Member

\_\_\_\_\_  
John Crowder, Member

ATTEST:

\_\_\_\_\_  
Jason C. Dixon, Clerk



## MINUTES OF THE BOARD OF BANNOCK COUNTY COMMISSIONERS

### Meeting Details

Date of Meeting:	Tuesday, March 12, 2024
Commissioners present:	Ernie Moser, Jeff Hough, and John Crowder
Clerk of the Board:	Jason C. Dixon
Absent Board Members:	
Staff present:	Deputy Clerk Nancy Allen, Comptroller Kristi Klauser, Attorney Brian Trammell, and Chief of Staff Braeden Clayson

### Agenda Details

AGENDA	
1	Board of County Commissioners Regular Business Meeting (action items) <b>BOARD OF COMMISSIONERS</b> MEETING CALL TO ORDER, AGENDA CHANGES & AGENDA APPROVAL (action item)
2	<ul style="list-style-type: none"> <li>Indigent Business may require an Executive Session pursuant to Idaho Code §74-206(1)(d) to consider records exempt from public disclosure (action item)</li> </ul>
3	<ul style="list-style-type: none"> <li>Nancy Allen, Administrative Manager, review of bid results for the Connecting Communities Path with Portneuf Greenway (requested 5 minutes) (action item)</li> </ul>
4	<ul style="list-style-type: none"> <li>Keri Povey, Chief Deputy Clerk, seeking signature on a Quote from Tyler Technologies for the process to upload old microfilm images into the Eagle Recorder (action item)</li> </ul>
5	<ul style="list-style-type: none"> <li>Shanda Crystal, Chief Procurement Officer, requesting that (1) informal bids be read into the record, and; (2) recommendation to award the Grandstand Invitation to Bid (requested 5 minutes) (action item)</li> </ul>
6	<ul style="list-style-type: none"> <li>Kristi Klauser, Comptroller, discussion pertaining to request to pay for adult probation critical equipment from PILT (requested 5 minutes) (action item)</li> </ul>
7	<ul style="list-style-type: none"> <li>Todd Mauger, Juvenile Justice, seeking approval to submit grant application for the SFY2025 Substance Use Prevention, Treatment, and Recovery Services Block Grant (requested 5 minutes) (action item)</li> </ul>
8	<ul style="list-style-type: none"> <li><del>Braeden Clayson, Chief of Staff, requesting approval and potential signature on Professional Services Contract for Forensic Technician (requested 5 minutes) (action item)</del></li> </ul>
9	<ul style="list-style-type: none"> <li>Continued discussion pertaining to Human Resources Planning (action item)</li> </ul>
10	<b>SIGNATURE ONLY (action items):</b> Agreement to Provide Law Enforcement Protection for Pocatello Downs Modification of Grant or Agreement Tax Cancellation Request Commissioner Proceedings
11	<b>CONSENT AGENDA (action items):</b> <ul style="list-style-type: none"> <li>Manual Checks</li> <li>Alcohol Licenses and Catering Permits</li> <li>Certificate of Residency Approval</li> <li>Salary Rate Approval Forms/Notice of Separation with Potential Executive Session under Idaho Code §74-206(1)(a)&amp;(b) regarding personnel with potential action following adjournment of Executive Session</li> <li>Technology Forms</li> <li>Minutes: Approval of Meeting Minutes for March 5 and 7, 2024, and Certification of Said Minutes</li> </ul>



## Meeting Notes

- 1 9:01 AM Moser called the meeting to order.
- 2 9:01 AM Hough moved to sign the release of lien. The motion passed.
- 3 9:02 AM Allen turned the time to Daniel Harelson with the Portneuf Greenway. Harelson explained, in working with the County on the trail project, he advertised the bid and sent it directly to three contractors. The County portion will be funded by the IDPR grant with a match contribution from the Greenway. The County portion of the bid came in at \$54,000, which is approximately \$9,000 over the estimate. The Greenway board voted to pay the difference and there will be no cost to the County. Hough moved to approve the bid as presented. The motion passed.
- 4 9:06 AM Dixon reviewed the quote to upload microfilm. Hough moved to approve signature on the quote. The motion passed.
- 5 9:06 AM Crystal explained the informal bid for lumber for the grandstands. Hough read responses from:  
Builders FirstSource \$37,417.41  
Franklin Building Supply \$34,322.32  
The Home Depot \$37,110.21  
Lowes \$37,345.38  
Crystal recommended to award the bid to Franklin Building Supply. Hough moved to accept the recommendation and approve the bid from Franklin Building Supply. The motion passed.
- 6 9:09 AM Klauser reviewed the request for critical equipment for Adult Probation. There was an error in the budget sheet formula. She requested using PILT with a reallocation from the jail boiler allocation. A reallocation request will be submitted.
- 7 9:11 AM Mauger requested to submit the SUPTRS grant and explained the programs. The application is online and due March 17. Hough moved to authorize application submission for the grant. The motion passed.
- 8 Cancelled.
- 9 9:16 AM HR Technician Josh Waters appeared. Clayson reviewed the tasks being accomplished between different departments. The new job description was completed. Discussion ensued on duties being absorbed, moving position under the Clerk, risk management functions, data entry technician, and posting the job. Dixon reported that 61% of the counties that he reached out to have HR under the Clerk. The job will be posted and another discussion scheduled to look at duties that could be absorbed.
- 10 9:29 AM Hough moved to approve the Agreement to Provide Law Enforcement Protection for Pocatello Downs. The motion passed. Hough moved to approve the Forest Service Modification of Grant or Agreement. The motion passed. Hough moved to approve the Tax Cancellation Request. The motion passed. Hough moved to approve the February Commissioner Proceedings. The motion passed.
- 11 9:32 AM Moser reviewed the consent agenda included card holder agreement, minutes, and salary forms. Hough moved to approve the consent agenda. The motion passed.

## Action Item Summary

ACTION/DIRECTION	ASSIGNED TO
Approved one release of lien.	Indigent
Approved Portneuf Greenway's recommendation to award the bid for the Connecting Communities Trail to Liddil Paving.	Grant Team

Approved quote from Tyler Technologies to upload old microfilm.	Clerk
Awarded lumber bid to Franklin Building Supply.	Procurement/Parks & Rec
Approved reallocation for Adult Probation critical equipment.	Resolution
Approved submitting application for SFY2025 Substance Use Prevention, Treatment, and Recovery Services Block Grant.	Juvenile/Grant Team
Schedule HR discussion to look at functions for vitality of position or absorption of duties.	Staff/HR
Approved Agreement to Provide Law Enforcement Protection for Pocatello Downs and Forest Service Modification of Grant or Agreement.	Sheriff
Approved Tax Cancellation Request.	Assessor/Treasurer/Resolution
Approved publication of Commissioner Proceedings.	Clerk





## MINUTES OF THE BOARD OF BANNOCK COUNTY COMMISSIONERS

### Meeting Details

Date of Meeting:	Thursday, March 14, 2024
Commissioners present:	Ernie Moser, Jeff Hough, and John Crowder
Clerk of the Board:	Jason C. Dixon (9:16 am)
Absent Board Members:	
Staff present:	Deputy Clerk Nancy Allen, Comptroller Kristi Klauser, and Chief of Staff Braeden Clayson

### Agenda Details

AGENDA	
1	<p>Claims Meeting and Work Session (action item)</p> <p><b>Agenda:</b></p> <ul style="list-style-type: none"> <li>Board of Ambulance District: Invoices and Commissioner Report</li> <li>Board of Commissioners: Invoices, Commissioners Reports, and Credit Applications</li> <li>Salary Rate Approval Forms/Notice of Separation with Potential Executive Session under Idaho Code §74-206(1)(a)&amp;(b) regarding personnel with potential action following adjournment of Executive Session</li> <li>Payroll Report</li> <li>Alcohol Licenses and Permits</li> <li>Certificate of Residency Approval</li> <li>Mileage Reimbursement Requests</li> <li>Technology Request Form</li> <li>Memorandum Authorization for Accounts Payable</li> <li>Cardholder User Agreement and Authorization</li> </ul> <p><b>Work Session Agenda:</b></p>
2	<ul style="list-style-type: none"> <li>Maggie Mann, Southeast Idaho Public Health, presenting a quarterly update (requested 15 minutes)</li> </ul>
3	<ul style="list-style-type: none"> <li>Shanda Crystal, Chief Procurement Officer, regarding (1) a recommendation to award the Architectural Services for 1-Year Request for Qualifications, and; (2) a potential signature on a contract for architectural services, and; (3) a procurement update (requested 10 minutes) (action item)</li> </ul>
4	<ul style="list-style-type: none"> <li>Julie Hancock, Elections, requesting approval of and signature on EVS Reporting Standard Upgrade System Purchase Order (requested 5 minutes) (action item)</li> </ul>
5	<ul style="list-style-type: none"> <li><del>Emma Iannacone, Public Information Officer, seeking to discuss potential ways to improve community outreach (requested 15 minutes) (action item)</del></li> </ul>
6	<ul style="list-style-type: none"> <li>Kristi Klauser, Comptroller, seeking (1) to discuss potential leave payout for public defenders, and; (2) ARPA discussion (requested 15 minutes) (action item)</li> </ul>
7	<ul style="list-style-type: none"> <li>Kiel Burmester, Public Works Director, requesting (1) signature on a Sales Agreement and Lease with Western States CAT, and; (2) a Landfill Remediation update presented by CDM Smith (requested 35 minutes) (action item)</li> </ul>
8	<p>Bid Opening Forensic Pathology Center Steel Building Invitation to Bid (action item)</p>



## Meeting Notes

- 1 9:00 AM Moser called the meeting to order. Hough moved to approve the invoices and Commissioner report. The motion passed.
- 2 9:13 AM Mann gave updates on the SIPH programs Give Kids a Smile, Women's Health Check, and the Diaper Bank. She thanked PIO Emma Iannacone's work heading into child abuse prevention month. SIPH provides outreach on social media, their website, advertising in the paper and on the radio, and flyers given at schools.
- 3 9:25 AM Crystal gave an update on procurement projects. The rates were received from architects and sent to the evaluation team this morning and a contract will likely be ready next week. Discussion ensued on ARPA funding for Parks and Rec.
- 4 9:58 AM Dixon explained the need to send the laptop to ES&S for a cybersecurity update, which has been approved and vetted through the Secretary of State and the INL. Hough moved to approve the request. The motion passed.
- 5 Cancelled.
- 6 10:02 AM Klauser explained the state will transfer 40 vacation hours for public defender staff, but we have to submit those funds to the state and still pay out the remainder of their accrued time. The estimates are \$270,000 for public defender, \$12,000 for conflict, and \$89,000 in grants. There are some vacant positions that may be able to cover some, but those positions are posted for recruitment. The conflict budget will cover that balance. The grant fund has potential to pay, but if use workload funds, we will have to ask the state to reallocate those funds. There is potential for unanticipated excess sales tax, but the goal is to cover the pay outs in the budget. Additionally, notification came that the County will be responsible for the public defender's rent through 2029, which is currently paid by the state through the grant.  
  
10:07 AM The updated ARPA project list was reviewed. Project scopes are still needed for some projects. Moser would like to include fairgrounds security. There are funds that still need allocated, and expenditure category designations made. A meeting will be scheduled next week to bring other project ideas and to finalize some project plans.
- 7 9:03 AM Landfill Manager Dillon Evans also appeared. Burmester reviewed the contract for the compactor is not ready to be signed yet. The hours on the lease are too low. One small unit has already been turned over for trade in. Discussion ensued on hours and air space. Will come back.  
9:31 AM Tamzen Macbeth and Adria Mead from CDM Smith appeared. Macbeth reviewed the ongoing remediation project over the last two years under a consent order from DEQ to address contaminants leaking into ground water. She reviewed the contamination area, the original pump and treat system failure, addressing deficiencies, a pilot study, and offsite contaminant plume affecting potable wells.
- 8 10:59 AM Moser reviewed the bid solicitation with four addendums. Crystal explained there were five bids received and unsealed the bids. Hough reviewed the bids from:

CM Company Inc  
\$503,000

Peterson Brothers Construction  
\$813,534

Teton West of Idaho  
\$418,074

EKC Inc  
\$536,639

Steel Design LLC  
\$479,938.37

Hough moved to accept the bids and take them under advisement. The motion passed. Moser clarified this is for the building shell only. Hough explained the rough number we needed, was to come in under \$550,000. The other bid projects are estimated at \$2.5 million and site work at \$500,000. Based on these numbers, we are within the scope of the \$3.5 million allocated.

## Action Item Summary

ACTION/DIRECTION	ASSIGNED TO
Approved invoices and Commissioner report.	Auditing
Approved EVS reporting system upgrade.	Elections
Schedule ARPA discussion next week to discuss additional projects/backup list.	Staff
Accepted bids for review for Forensic Pathology Center building.	Procurement/Staff