

BINGHAM COUNTY COMMISSIONERS

Whitney Manwaring, Chairman

Mark R. Bair

Eric Jackson



Lindsey Dalley, Commission Clerk

501 N. Maple Room 204

Blackfoot, ID 83221

Phone (208) 782-3013

Fax (208) 785-4131

Friday, February 2, 2024

- | | | |
|-----------|---|---------------|
| 8:15 a.m. | Approval of Claims, Cash Warrants, Administrative Documents & Personnel Action Forms. | {ACTION ITEM} |
| 8:15 a.m. | Prior Approval for Major Purchase of coil replacement for the walk-in fridge within the jail- Requested by Jason Marlow. | {ACTION ITEM} |
| 8:15 a.m. | Approval of Tax Inquiry documents submitted by the County Assessor. | {ACTION ITEM} |
| 8:15 a.m. | Approval of Joint Resolution 2024-01, a resolution in support of Public Libraries in Bingham County. | {ACTION ITEM} |
| 8:15 a.m. | Decision & signing of the Guaranteed Maximum Price Amendment Exhibit A for the Jail Expansion & Courthouse Remodel Project. | {ACTION ITEM} |
| 8:15 a.m. | Approval to move forward with bidding process for microsealing. | {ACTION ITEM} |
| 8:30 a.m. | Discussion & decision regarding property taxes for RP0532304 and Request for possible extension or cancellation- Requested by Jeremy Clayson. | {ACTION ITEM} |
| 9:00 a.m. | Idaho Economic Outlook Symposium- Held at the ICCU Bengal Alumni Center- Commissioners may attend. | |

“Potato Capital”

Meeting Date: February 2, 2024
Meeting Time: 8:15 am

Bingham County

Prior Approval For Purchase

(Please provide documentation)

Idaho Code §67-28 PURCHASING BY POLITICAL SUBDIVISIONS

Date: 1/30/2024

Department: Maintenance

Submitted By: Jason Marlow

To be purchased: Evaporative Coil replacement for walk in Fridge.

Justification: The existing coil has reached it's end of life and has developed many leaks. We have patched several, but it's time to replace the coil.

Estimated Cost: \$8,057.72

Fund(s) to be paid from: 0506-0000 Jail Repairs

Approved

Denied

Approved/Denied By:

Whitney Manwaring, Chairman Date

Mark R. Bair, Commissioner Date

Eric Jackson, Commissioner Date

ORIGINAL



Q-02132

Prepared By	Prepared For	Agreement Location
Harris	BINGHAM COUNTY COURTHOUSE 501 North Maple Street Blackfoot, ID 83221	BINGHAM COUNTY COURTHOUSE 501 North Maple Street Blackfoot, ID 83221

WE ARE PLEASED TO SUBMIT OUR PROPOSAL TO PERFORM THE FOLLOWING:

- Remove existing evaporator coil
- Install new evaporator coil
- Weigh in refrigerant Charge
- Dial in temperature
- Add temp sensor to BMS

EXCLUSIONS:

OUR PRICE FOR THIS PROPOSAL IS

\$8,057.72

EXPIRES ON: 2/27/2024
PAYMENT TERMS: Net 30

Upon execution as provided below, this agreement, including the following pages attached hereto (collectively, the "Agreement"), shall become a binding and enforceable agreement against both parties hereto. Customer, by execution of this Agreement, acknowledges that it has reviewed and understands the attached terms and conditions and has the authority to enter into this Agreement.

Contractor

Customer

Signature (Authorized Representative)

Signature (Authorized Representative)

Name (Print / Type)

Name (Print / Type)

Phone

Title

Date

Date / PO#

Project Agreement Terms and Conditions

The following terms and conditions are incorporated into and a part of the agreement between Contractor and Customer (the "Agreement"):

1. Customer shall permit Contractor free and timely access to areas and equipment and allow Contractor to start and stop the equipment as necessary to perform required services. All planned work under this Agreement will be performed during the Contractor's normal working hours.
2. Contractor warrants that the workmanship hereunder shall be free from defects for thirty (30) days from date of installation. If any replacement part or item of equipment proves defective, Contractor will extend to Customer the benefits of any warranty Contractor has received from the manufacturer. Removal and reinstallation of any equipment or materials repaired or replaced under a manufacturer's warranty will be at Customer's expense and at the rates in effect. CONTRACTOR MAKES NO OTHER WARRANTIES, EXCEPT AS DESCRIBED HEREIN, AND EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.
3. Contractor may invoice Customer on a monthly basis. Customer will promptly pay invoices within thirty (30) days of receipt. Should a payment become thirty (30) days or more delinquent, Contractor may stop all work under this Agreement without notice and/or cancel this Agreement, and the entire Agreement amount shall become due and payable immediately without notice or demand. In addition, if Contractor does not receive payment of a properly submitted invoice within thirty (30) days, Customer shall accrue a late charge on the balance outstanding at the lesser of (a) 1 1/2% per month of (b) the highest rate allowed by law, in each case compounded monthly to the extent allowed by law.
4. Any alteration to, or deviation from, this Agreement involving extra work, cost of materials or labor will become an extra charge (fixed price amount to be negotiated or on a time-and-materials basis at Contractor's rates then in effect) over the sum stated in this Agreement.
5. In the event Contractor must commence legal action in order to recover any amount payable or owed to Contractor under this Agreement, Customer shall pay Contractor all court costs and attorneys' fees incurred by Contractor.
6. In the event of a breach by Contractor of the terms of this Agreement, including without limitation Section 2, or in the event Customer incurs any liability in connection with the rendering of services by Contractor, Customer's sole remedy against Contractor shall be for Contractor to re-perform the services in accordance with the warranty or, if such services cannot be re-performed or such re-performance does not cure the breach or the liability, to refund to Customer the amount paid to Contractor under this Agreement, up to Customer's direct damages caused by such breach or liability. Notwithstanding the foregoing, in no event shall the liability of Contractor in connection with any products or services, whether by reason of breach of contract, tort (including without limitation negligence), statute or otherwise exceed the amount of fees paid by Customer to Contractor for those products or services. Further, in no event shall Contractor have any liability for loss of profits, loss of business, indirect, incidental, consequential, special, punitive, indirect or exemplary damages, even if Contractor has been advised of the possibility of such damages. In furtherance and not in limitation of the foregoing, Contractor shall not be liable in respect of any decisions made by Customer as a result of Contractor's services. Any action, regardless of form, against the Contractor relating to this Agreement, or the breach thereof, must be commenced within one (1) year from the date of the work.
7. Contractor shall not be liable for any delay, loss, damage or detention caused by acts or circumstances beyond its control including, without limitation, unavailability of machinery, equipment or materials, delay of carriers, strikes, including those by Contractor's employees, lockouts, civil or military authority, priority regulations, insurrection or riot, war, acts of terrorism, action of the elements, forces of nature, or by any cause beyond its control.
8. To the fullest extent permitted by law, Customer shall indemnify and hold harmless Contractor, its agent and employees from and against all claims, liabilities, damages, losses and expenses (including but not limited to attorneys' fees) arising out of or resulting from the performance of work hereunder or any act or omission arising out of or related to this Agreement, provided that such claim, damage, loss or expense is caused in whole or in part by an active or passive act or omission of Customer, anyone directly or indirectly employed by Customer, or anyone for whose acts Customer may be liable, regardless of whether it is caused in part by the negligence of Contractor. Further, and notwithstanding the preceding sentence, Contractor shall be held harmless and shall not be liable to Customer for any claims, liabilities, damages, losses and expenses related to mold or to the creation of mold at Customer's location(s) and shall have no obligation to treat, identify or remove such mold.
9. Customer shall make available to Contractor's personnel all pertinent Material Safety Data Sheets (MSDS) pursuant to OSHA'S Hazard Communication Standard Regulations.
10. Contractor's obligation under this proposal and any subsequent contract does not include the identification, abatement or removal of asbestos, mold or any other toxic or hazardous substances, hazardous wastes or hazardous materials. In the event such substances, wastes and materials are encountered, Contractor's shall have the right thereafter to suspend its work until such substances, wastes or materials and the resultant hazards are removed. The time for completion of the work shall be extended to the extent caused by the suspension and the contract price equitably adjusted. As previously provided, Contractor shall be held harmless and shall not be liable for any claims, liabilities, damages, losses and expenses related to such substances, wastes and materials, including the failure to identify or notify Customer of such substances, wastes and materials.
11. This Agreement is between Contractor and Customer alone, and neither intends that there be any third-party beneficiaries to this Agreement. Without limiting the generality of the foregoing, by entering into this Agreement and providing services on



Q-02132

Customer's behalf, Contractor is not assuming any duty or obligation to any of Customer's employees, vendors, clients, subcontractors, agents, shareholders, partners or members. Customer agrees to indemnify and hold Contractor harmless from and against any and all liabilities, losses, claims, costs, expenses and damages (including without limitation reasonable attorneys' fees) incurred by Contractor by reason of a claim brought against Contractor by any of Customer's employees, vendors, clients, subcontractors, agents, shareholders, partners or members with respect to the services provided by Contractor on Customer's behalf.

12. Each of the parties hereto is an independent contractor and neither party is, nor shall be considered to be, an agent, distributor or representative of the other. Neither party shall act or present itself, directly or indirectly, as an agent of the other or in any manner assume or create any obligation on behalf of, or in the name of, the other.

13. These terms and conditions, together with the attached documents, constitutes the entire agreement and understanding among the parties hereto and supersedes any and all prior agreements and understandings, oral or written, relating to the subject matter hereof. It sets forth the terms for the provision of any products or services Contractor may provide Customer, whether in connection with the particular engagement that is identified as the subject of this Agreement or otherwise, unless and until a written instrument is signed by an authorized representative of Contractor agreeing to different terms. This Agreement shall not be assignable by Customer and Contractor without the express prior written consent of either party. This Agreement shall be governed by and construed in accordance with the laws of the State of the Contractor's headquarters are located, without giving effect to that State's conflicts of laws principles.

14. If paying with credit card a 3% surcharge will be added to total project price.



BINGHAM COUNTY

Proposal for

**Purchase and Application of No less than 500,000 Square Yards
of
Type 3 Micro-Surfacing Mix Material**

**Bid Opening February 21, 2024
at 9:00 a.m.
in the
Bingham County
Commissioner Chambers
Located at 501 N. Maple, Blackfoot, Idaho.**

BOARD OF COUNTY COMMISSIONERS

Whitney Manwaring Chairman
Mark R. Bair Member
Eric Jackson Member

NOTICE CALLING FOR BIDS

NOTICE IS HEREBY GIVEN that the Bingham County Commissioners will, on or before the hour of 9:00 a.m. on the 21st day of February, 2024, receive sealed proposals for BIDS, hand delivered or mailed to Lindsey Dalley in the Clerks Office within the Bingham County Courthouse, 501 N. Maple Street #204, Blackfoot, ID 83221, to be opened by the County Commissioners at a meeting held at 9:00 a.m. on the 21st day of February, 2024 for the following:

Purchase and Application of No less than 500,000 Square Yards of Type 3 Micro-Surfacing Mix Material

Copies of BID documents may be obtained from Lindsey Dalley, Commission Clerk, in the Clerk's Office in the Courthouse at 501 N. Maple Street, Blackfoot, Idaho.

BINGHAM COUNTY reserves the right to reject all bids, non-responsive bids, and bids of non-responsible bidders. The County retains the right to have a ten (10) day award period after the bid opening in order to evaluate other public entity bids.

Individuals who need accessible communication or other accommodations in order to participate in this bid are invited to make their needs and preferences known to the ADA/504 Compliance Coordinator, Pamela Eckhardt, Bingham County Clerk, at least 3 to 5 days in advance of the bid opening.

Bidders shall submit their bids on the county form supplied by Bingham County.

Bids shall be submitted in a sealed envelope bearing the bidders name and plainly marked:

**SEALED BID FOR: Purchase and Application of No less than 500,000 Square
Yards of Type 3 Micro-Surfacing Mix Material**

Dated this 2nd day of February, 2024

IN BINGHAM COUNTY, IDAHO

Whitney Manwaring, Chairman
Bingham County Commission
Blackfoot, Idaho

To be published:
02/07/2024 & 02/14/2024

AIA[®] Document A133[®] – 2019 Exhibit A

Guaranteed Maximum Price Amendment

This Amendment dated the 22nd day of January in the year 2024, is incorporated into the accompanying AIA Document A133[™]–2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price dated the 28th day of June in the year 2023 (the "Agreement")

(In words, indicate day, month, and year.)

for the following **PROJECT**:

(Name and address or location)

Bingham County Jail Expansion
501 N. Maple Street #408
Blackfoot, ID 83221

THE OWNER:

(Name, legal status, and address)

Bingham County
Board of County Commissioners
501 N. Maple Street #204
Blackfoot, ID 83221

THE CONSTRUCTION MANAGER:

(Name, legal status, and address)

Headwaters Construction Company
639 West 9500 S, Ste 1
Victor, ID 83455

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

AIA Document A201[™]–2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

TABLE OF ARTICLES

- A.1 GUARANTEED MAXIMUM PRICE
- A.2 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
- A.3 INFORMATION UPON WHICH AMENDMENT IS BASED
- A.4 CONSTRUCTION MANAGER'S CONSULTANTS, CONTRACTORS, DESIGN PROFESSIONALS, AND SUPPLIERS

ARTICLE A.1 GUARANTEED MAXIMUM PRICE

§ A.1.1 Guaranteed Maximum Price

Pursuant to Section 3.2.6 of the Agreement, the Owner and Construction Manager hereby amend the Agreement to establish a Guaranteed Maximum Price. As agreed by the Owner and Construction Manager, the Guaranteed Maximum Price is an amount that the Contract Sum shall not exceed. The Contract Sum consists of the Construction Manager's Fee plus the Cost of the Work, as that term is defined in Article 6 of the Agreement.

Init.

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User Notes:

(1465074041)

§ A.1.1.1 The Contract Sum is guaranteed by the Construction Manager not to exceed Nine Million Six Hundred Ninety-Two Thousand Five Hundred Sixty-Five Dollars (\$ 9,692,565), subject to additions and deductions by Change Order as provided in the Contract Documents.

§ A.1.1.2 **Itemized Statement of the Guaranteed Maximum Price.** Provided below is an itemized statement of the Guaranteed Maximum Price organized by trade categories, including allowances; the Construction Manager's contingency; alternates; the Construction Manager's Fee; and other items that comprise the Guaranteed Maximum Price as defined in Section 3.2.1 of the Agreement.
(Provide itemized statement below or reference an attachment.)

Attached hereto and titled, "GMP PROPOSAL, Bingham County Jail Addition" dated January 8, 2024, GMP Packet - Section 1. Guaranteed Maximum Price Proposal

§ A.1.1.3 The Construction Manager's Fee is set forth in Section 6.1.2 of the Agreement.

§ A.1.1.4 The method of adjustment of the Construction Manager's Fee for changes in the Work is set forth in Section 6.1.3 of the Agreement.

§ A.1.1.5 **Alternates**

§ A.1.1.5.1 Alternates, if any, included in the Guaranteed Maximum Price: Alternates, in addition to the below, and if any, are detailed in the attached document titled, "GMP PROPOSAL, Bingham County Jail Addition" dated January 8, 2024, GMP Packet - Section 1. Guaranteed Maximum Price Proposal and Section 2. Basis of Estimate.

Item	Price
PR #01 – Gas line Modification	\$47,170

§ A.1.1.5.2 Subject to the conditions noted below, the following alternates may be accepted by the Owner following execution of this Exhibit A. Upon acceptance, the Owner shall issue a Modification to the Agreement.
(Insert below each alternate and the conditions that must be met for the Owner to accept the alternate.)

Item	Price	Conditions for Acceptance
None Noted		

§ A.1.1.6 Unit prices, if any:

(Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price per Unit (\$0.00)
None Noted		

ARTICLE A.2 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ A.2.1 The date of commencement of the Work shall be:

(Check one of the following boxes.)

- The date of execution of this Amendment.
- Established as follows:
(Insert a date or a means to determine the date of commencement of the Work.)
- September 18, 2023

If a date of commencement of the Work is not selected, then the date of commencement shall be the date of execution of this Amendment.

§ A.2.2 Unless otherwise provided, the Contract Time is the period of time, including authorized adjustments, allotted in the Contract Documents for Substantial Completion of the Work. The Contract Time shall be measured from the date of commencement of the Work.

§ A.2.3 Substantial Completion

§ A.2.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Construction Manager shall achieve Substantial Completion of the entire Work:

(Check one of the following boxes and complete the necessary information.)

Not later than Four Hundred Seventy-Three (473) calendar days from the date of commencement of the Work.

By the following date:

§ A.2.3.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work are to be completed prior to Substantial Completion of the entire Work, the Construction Manager shall achieve Substantial Completion of such portions by the following dates:

Portion of Work	Substantial Completion Date
None Noted	None Noted

§ A.2.3.3 If the Construction Manager fails to achieve Substantial Completion as provided in this Section A.2.3, liquidated damages, if any, shall be assessed as set forth in Section 6.1.6 of the Agreement.

ARTICLE A.3 INFORMATION UPON WHICH AMENDMENT IS BASED

§ A.3.1 The Guaranteed Maximum Price and Contract Time set forth in this Amendment are based on the Contract Documents and the following attached document titled, "GMP PROPOSAL, Bingham County Jail Addition" dated January 8, 2024, GMP Packet - Section 3. Enumeration of Documents.

§ A.3.1.1 The following Supplementary and other Conditions of the Contract per the attached document titled, "GMP PROPOSAL, Bingham County Jail Addition" dated January 8, 2024, GMP Packet - Section 3. Enumeration of Documents.

Document	Title	Date	Pages
Per Above			

§ A.3.1.2 The following Specifications:
(Either list the Specifications here, or refer to an exhibit attached to this Amendment.)

Attached hereto as, "GMP PROPOSAL, Bingham County Jail Addition" dated January 8, 2024, GMP Packet - Section 3. Enumeration of Documents.

Section	Title	Date	Pages
Per Above			

§ A.3.1.3 The following Drawings:
(Either list the Drawings here, or refer to an exhibit attached to this Amendment.)

Attached hereto as, "GMP PROPOSAL, Bingham County Jail Addition" dated January 8, 2024, GMP Packet - Section 3. Enumeration of Documents.

Number	Title	Date
Per Above		

§ A.3.1.4
(Paragraphs deleted)

Intentionally Deleted

Other identifying information:

§ A.3.1.5 Allowances, if any, included in the Guaranteed Maximum Price:
(Identify each allowance.)

Item	Price
Weather Conditions Allowance	\$65,000

§ A.3.1.6 Assumptions and clarifications, if any, upon which the Guaranteed Maximum Price is based:
(Identify each assumption and clarification.)

Attached hereto as, "GMP PROPOSAL, Bingham County Jail Addition" dated January 8, 2024, GMP Packet - Section 2.
 Basis of Estimate.

§ A.3.1.7 The Guaranteed Maximum Price is based upon the following other documents and information:
(List any other documents or information here, or refer to an exhibit attached to this Amendment.)

Attached hereto as, "GMP PROPOSAL, Bingham County Jail Addition" dated January 8, 2024, GMP Packet - Section 2.
 Basis of Estimate.

ARTICLE A.4 CONSTRUCTION MANAGER'S CONSULTANTS, CONTRACTORS, DESIGN PROFESSIONALS, AND SUPPLIERS

§ A.4.1 The Construction Manager shall retain the consultants, contractors, design professionals, and suppliers, identified below:
(List name, discipline, address, and other information.)

None Noted

This Amendment to the Agreement entered into as of the day and year first written above.

 OWNER *(Signature)*

Whitney Manwaring – County Commissioner

(Printed name and title)

 CONSTRUCTION MANAGER *(Signature)*

Stanton Marshall - CEO

(Printed name and title)

Additions and Deletions Report for AIA® Document A133® – 2019 Exhibit A

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 17:26:39 ET on 01/23/2024.

PAGE 1

This Amendment dated the 22nd day of January in the year ~~2024~~, is incorporated into the accompanying AIA Document A133™–2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price dated the 28th day of June in the year 2023 (the "Agreement")

...

Bingham County Jail Expansion
501 N. Maple Street #408
Blackfoot, ID 83221

...

(Name, legal status, and address)

Bingham County
Board of County Commissioners
501 N. Maple Street #204
Blackfoot, ID 83221

...

Headwaters Construction Company
639 West 9500 S, Ste 1
Victor, ID 83455

PAGE 2

§ A.1.1.1 The Contract Sum is guaranteed by the Construction Manager not to exceed Nine Million Six Hundred Ninety-Two Thousand Five Hundred Sixty-Five Dollars (\$ 9,692,565), subject to additions and deductions by Change Order as provided in the Contract Documents.

...

Attached hereto and titled, "GMP PROPOSAL, Bingham County Jail Addition" dated January 8, 2024, GMP Packet - Section 1. Guaranteed Maximum Price Proposal

...

§ A.1.1.5.1 Alternates, if any, included in the Guaranteed Maximum Price: Alternates, in addition to the below, and if any, are detailed in the attached document titled, "GMP PROPOSAL, Bingham County Jail Addition" dated January 8, 2024, GMP Packet - Section 1. Guaranteed Maximum Price Proposal and Section 2. Basis of Estimate.

...

PR #01 – Gas line Modification \$47,170

...

None Noted

...

None Noted

...

Established as follows:

...

September 18, 2023

PAGE 3

Not later than Four Hundred Seventy-Three (473) calendar days from the date of commencement of the Work.

...

None Noted

None Noted

...

§ A.3.1 The Guaranteed Maximum Price and Contract Time set forth in this Amendment are based on the Contract Documents and the ~~following~~following attached document titled, "GMP PROPOSAL, Bingham County Jail Addition" dated January 8, 2024, GMP Packet - Section 3. Enumeration of Documents.

§ A.3.1.1 The following Supplementary and other Conditions of the ~~Contract~~Contract per the attached document titled, "GMP PROPOSAL, Bingham County Jail Addition" dated January 8, 2024, GMP Packet - Section 3. Enumeration of Documents.

...

Per Above

...

Attached hereto as, "GMP PROPOSAL, Bingham County Jail Addition" dated January 8, 2024, GMP Packet - Section 3. Enumeration of Documents.

...

Per Above

...

Attached hereto as, "GMP PROPOSAL, Bingham County Jail Addition" dated January 8, 2024, GMP Packet - Section 3. Enumeration of Documents.

...

Per Above

§ A.3.1.4 The Sustainability Plan, if any:

(If the Owner identified a Sustainable Objective in the Owner's Criteria, identify the document or documents that comprise the Sustainability Plan by title, date and number of pages, and include other identifying information. The Sustainability Plan identifies and describes the Sustainable Objective; the targeted Sustainable Measures; implementation strategies selected to achieve the Sustainable Measures; the Owner's and Construction Manager's roles and responsibilities associated with achieving the Sustainable Measures; the specific details about design reviews, testing or metrics to verify achievement of each Sustainable Measure; and the Sustainability Documentation required for the Project, as those terms are defined in Exhibit C to the Agreement.)

Title	Date	Pages
<u>Intentionally Deleted</u> PAGE 4		
<u>Weather Conditions Allowance</u>	<u>\$65,000</u>	
...		
<u>Attached hereto as, "GMP PROPOSAL, Bingham County Jail Addition" dated January 8, 2024, GMP Packet - Section 2. Basis of Estimate.</u>		
...		
<u>Attached hereto as, "GMP PROPOSAL, Bingham County Jail Addition" dated January 8, 2024, GMP Packet - Section 2. Basis of Estimate.</u>		
...		
<u>None Noted</u>		
...		
<u>Whitney Manwaring – County Commissioner</u>	<u>Stanton Marshall - CEO</u>	

Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, Stanton Marshall, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 17:26:39 ET on 01/23/2024 under Order No. 4104241629 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A133™ – 2019 Exhibit A, Guaranteed Maximum Price Amendment, other than those additions and deletions shown in the associated Additions and Deletions Report.

(Signed)

(Title)

(Dated)



Meeting Date: February 2, 2024
Meeting Time: 8:30 am

REQUEST FOR MEETING WITH BINGHAM COUNTY COMMISSIONERS FORM

The Board of County Commissioner's hold meetings various days throughout the week, which are coordinated with the Commission Clerk. Per Idaho Code §74-204(1), the Board cannot hold a meeting without less than 48 hours' notice and posting on the Commission Agenda. Any person(s) needing special accommodations should contact the Lindsey Dalley, Commission Clerk, at (208)785-3013.

Name: **Jeremy Clayson**

Email: jclayson04@msn.com

Phone Number: **208-681-9608**

Address:

1. What is the topic of discussion that you wish the Board to have?

Discussion regarding property taxes owed for RP0532304.

2. Approximately how much time will you need for this agenda item?

20-30 minutes

3. Will you be requesting that the Board make a decision?

Yes

4. Have all supporting documents been included with this form? If not, please note that your meeting may not be scheduled until all necessary documentation has been provided to the Commission Clerk.

Commission Clerk provided documentation to be discussed during the meeting.

5. Please provide the name and contact information of the individuals that you would like to be invited to the meeting. (Include name, telephone number and email address if known)

Donavan Harrington and Gary Shewey

Please hand deliver or email this completed form, along with all supporting documents to Lindsey Dalley at Ldalley@binghamid.gov, at least 24 hours prior to your scheduled meeting time.



BINGHAM COUNTY TREASURER
TANNA BEAL
 501 N MAPLE #210
 BLACKFOOT ID 83221
 TELEPHONE: (208) 782-3092

TAX MASTER INQUIRY

PARCEL NUMBER
RP0532304

TAX CODE AREA
 026-000

LEGAL DESCRIPTION
 T1S R37E SEC 29
 N2SW LESS T-15094* SWNW LESS
 9595, 9976, 12050, 12059,
 12459, PTN 13644

PRIMARY PROPERTY ADDRESS
 FIRTH ID 83236

CEDAR ARCH DAIRIES LLC
 710 E 600 N
 FIRTH ID 83236

BALANCE DUE	INTEREST DATE 02/02/2024
\$ 23,244.07	BALANCE AS OF 01/26/2024 2:54 pm
TOTAL	

Tax Year	Assessment Roll				Bill Number: 3019750	
2023	PRIMARY	FIRST HALF	SECOND HALF	FULL YEAR	VALUATION	
TAX / CERTIFICATION					TAXABLE VALUE: \$ 3,962,083	
Charges	\$ 11,571.27	\$ 11,571.27	\$ 23,142.54			
Adjustments	\$ 0	\$ 0	\$ 0			
Payments	\$ -127.00	\$ -127.00	\$ -254.00			
LATE CHARGE					CHARGES	
Charges/Adjustments	\$ 228.89	\$ 0	\$ 228.89	Tax Code Area: 026-000	Levy: 0.005841003	
Payments	\$ 0	\$ 0	\$ 0	Tax Charge:	\$ 23,142.54	
FEEES					Certifications:	\$ 0
Charges/Adjustments	\$ 0	\$ 0	\$ 0	TOTAL CHARGES:	\$ 23,142.54	
Payments	\$ 0	\$ 0	\$ 0			
INTEREST						
Charges/Adjustments	\$ 126.64	\$ 0	\$ 126.64			
Payments	\$ 0	\$ 0	\$ 0			
AMOUNT DUE	\$ 11,799.80	\$ 11,444.27	\$ 23,244.07			

The amount due shown here is as of 2:54 pm on January 26, 2024, with interest calculated to February 2, 2024, and is subject to additional charges, fees and/or interest. Contact Treasurer's Office for updated amount due before sending payment.



Parcel Number
RP0532304
 Property Address
 FIRTH ID 83236

Property Year
2024

Legal Description
 T1S R37E SEC 29
 N2SW LESS T-15094* SWNW LESS
 9595, 9976, 12050, 12059,
 12459, PTN 13644

Tax Code Area 026-000

Parcel Status
 Property Type
 Sub Type
 Active
 Real Property

Owner/Contact Name
 CEDAR ARCH DAIRIES LLC
 Type
 OWNER
 Relationship
 Owner % HOE
 100.00%

Mailing Address
 710 E 600 N
 FIRTH ID 83236

Land Group
 T1S R37E SEC 29
 Township
 1S
 Range
 37E
 Section
 29
 Location Code
 37
 Parcel Type
 Zoning
 A

Associated Parcels
 None
 Building Permits
 None
 Reappraisal Year
 2023
 Inspection Date
 04/01/2023
 Appraiser Initials
 GS

Parcel Exemption: None
 CB: No NC: No

Tax Certification		District		Roll		Type		Units		Amount	
SCC	Type	Suffix	Description	Assessed	Occupancy	Status	ACRES	Quantity	Assessed Value	Exemption Amount	Net Taxable Value
1	FARM			PRIMARY	NO	O	86.230		\$ 84,063		\$ 84,063
3	FARM			PRIMARY	NO	O	6.000		\$ 1,530		\$ 1,530
5	FARM			PRIMARY	NO	O	6.000		\$ 390		\$ 390
13	LAND			PRIMARY	NO	O	5.000		\$ 60,000		\$ 60,000
19	FARM			PRIMARY	NO	O	0.970		\$ 0		\$ 0
35	COMM	A	FEEDER BARN	PRIMARY	NO	O			\$ 3,816,100		\$ 3,816,100
TOTALS:							104.200		\$ 3,962,083		\$ 3,962,083

ROLL STATUS: 0 Open, Subject to Change

CHARACTERISTIC		ROLLS		ACRES		VALUATION SUMMARY		URBAN RENEWAL					
SCC	Type	Suffix	Description	Assessed	Occupancy	Status	Quantity	Assessed Value	Exemption Amount	Net Taxable Amount	Net Taxable Value	Net Taxable Base	Net Taxable Incr
1	FARM			PRIMARY	NO	O	86.230	\$ 84,063		\$ 84,063			
3	FARM			PRIMARY	NO	O	6.000	\$ 1,530		\$ 1,530			
5	FARM			PRIMARY	NO	O	6.000	\$ 390		\$ 390			
13	LAND			PRIMARY	NO	O	5.000	\$ 60,000		\$ 60,000			
19	FARM			PRIMARY	NO	O	0.970	\$ 0		\$ 0			
35	COMM	A	FEEDER BARN	PRIMARY	NO	O		\$ 3,816,100		\$ 3,816,100			
TOTALS:							104.200	\$ 3,962,083		\$ 3,962,083			



Parcel Number
RP0532304

Property Year
2022

Legal Description
T1S R37E SEC 29
N2SW LESS T-15094* SWNW LESS
9595, 9976, 12050, 12059,
12459, PTN 13644

Tax Code Area 026-000

Property Address
FIRTH ID 83236

Owner/Contact Name
CEDAR ARCH DAIRIES LLC

Mailing Address
710 E 600 N
FIRTH ID 83236

Parcel Status
Active
Property Type
Real Property

Type
OWNER

Land Group
T1S R37E SEC 29
Township
1S
Range
37E
Section
29

Relationship
OWNER % HOE
100.00%

Location Code
37
Parcel Type
A
Zoning

Associated Parcels
None

Reappraisal Year
2020
Inspection Date
09/09/2019
Appraiser Initials
MM

Building Permits
None

CB: No NC: No

Parcel Exemption: None

Tax Certification	District	Roll	Type	Units	Amount	Instrument	Eff Date	Action	Source	Target	Comments
						577070	02/06/2007	Ownership	2007		
						577066	02/06/2007	Ownership	2007		
						577065	02/06/2007	Ownership	2007		
						577062	02/06/2007	Ownership	2007		
						558485	09/23/2005	Split	2006	2006	

SCC	Type	Suffix	Description	CHARACTERISTIC			ROLLS			ACRES			VALUATION SUMMARY			URBAN RENEWAL		
				Assessed	Occupancy	Status	Assessed	Exemption	Amount	Net Taxable	Value	Quantity	Assessed	Value	Exemption	Amount	Net Taxable	Value
1	FARM			PRIMARY	NO	E	86.230	\$	84,063	\$	--	\$	84,063	--	\$	84,063	--	--
3	FARM			PRIMARY	NO	E	11.000	\$	2,805	\$	--	\$	2,805	--	\$	2,805	--	--
5	FARM			PRIMARY	NO	E	6.000	\$	390	\$	--	\$	390	--	\$	390	--	--
19	FARM			PRIMARY	NO	E	0.970	\$	0	\$	--	\$	0	--	\$	0	--	--
TOTALS:							104.200	\$	87,258	\$	--	\$	87,258	--	\$	87,258	--	--

ROLL STATUS: E Equalized (Final)



