

# BINGHAM COUNTY COMMISSIONERS

Whitney Manwaring, Chairman

Eric Jackson

Drew Jensen



Lindsey Gluch, Commission Clerk

501 N. Maple Room 204

Blackfoot, ID 83221

Phone (208) 782-3013

Fax (208) 785-4131

Email: [Lgluch@binghamid.gov](mailto:Lgluch@binghamid.gov)

Wednesday, May 13, 2026

- |            |  |               |
|------------|--|---------------|
| 8:15 a.m.  | Approval of Commissioners Agenda.  | {ACTION ITEM} |
| 8:15 a.m.  | Approval of Cash Warrants, Claims, Administrative Documents and Personnel Action Forms.  | {ACTION ITEM} |
| 8:15 a.m.  | Approval of Resolution 2026-34, destruction of records for the Assessors Office.   | {ACTION ITEM} |
| 8:15 a.m.  | Approval of Resolution 2026-35, destruction of records for the Bingham County Probation Services Department.   | {ACTION ITEM} |
| 8:15 a.m.  | Jail Inspection- Commissioners attending.  |               |
| 8:30 a.m.  | Weekly update meeting with Jeff Gardner- Sheriff.  |               |
| 8:30 a.m.  | Approval of addendum #2 from M2 Automation for purchase of new Camera server and placement of future servers on the JMA- Requested By Kris Talbot- Detention Lieutenant. | {ACTION ITEM} |
| 9:00 a.m.  | Weekly update meeting with Dusty Whited- Public Works Director.  |               |
| 9:00 a.m.  | Discussion regarding acceptance of proposal regarding road maintenance for North River Estates Subdivision.  |               |
| 10:00 a.m. | Prior Approval for purchase of HVAC for the new jail electrical room- Requested by Jason Marlow.   | {ACTION ITEM} |
| 10:30 a.m. | Bi-weekly update meeting with Laraine Pope- Human Resources.   |               |
| 10:30 a.m. | DARE DAY- Held at Eastern Idaho State Fair- Commissioner attending.  |               |
| 12:00 p.m. | Chamber Board of Directors Meeting- Held at Dawn Enterprises- Chairman Manwaring attending.  |               |
| 1:00 p.m.  | Public Test for the May 19 <sup>th</sup> Election- Held in Commission Chambers.  |               |
| 2:00 p.m.  | Meeting to discuss Easter Idaho State Fair expenditures for Blackfoot City Police & Bingham County Sheriffs Office, with potential decision- Requested by Ryan Jolley.   | {ACTION ITEM} |
| 3:00 p.m.  | Executive Session pursuant to Idaho Code Section 74-206(1)(f), to Communicate with legal counsel regarding pending-imminently-likely Litigation.                         | {ACTION ITEM} |
| 3:00 p.m.  | Bi-weekly update meeting with Tiffany Olsen- Planning & Development Director.  |               |

“Potato Capital”

Meeting Date: May 13, 2026  
Meeting Time: 8:15 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 Gluch, Commission Clerk, at (208)785-3013.

Name: **Lindsey Gluch**

Email: **Lgluch@binghamid.gov**

Phone Number: **(208)782-3013**

Address: **501 North Maple, Blackfoot**

1. What is the topic of discussion that you wish the Board to have?
  - a. **Approval of Bingham County Resolution 2026-34, a resolution regarding the destruction of records for the Assessors Office/DMV.**
2. Approximately how much time will you need for this agenda item?
  - a. **5 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.

**Yes. The proposed Resolution is as attached.**
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)

**N/A**

Please hand deliver or email this completed form, along with all supporting documents to Lindsey Gluch at [Lgluch@binghamid.gov](mailto:Lgluch@binghamid.gov), at least 24 hours prior to your scheduled meeting time.

**BINGHAM COUNTY  
RESOLUTION 2026-34**

RESOLUTION REGARDING THE DESTRUCTION OF RECORDS  
FOR THE ASSESSORS OFFICE/DEPARTMENT OF MOTOR VEHICLES

**WHEREAS** the Bingham County Assessors Office/Department of Motor Vehicles has requested permission to destroy certain records; and

**WHEREAS** the Idaho Code §31-871 empowers the Board of County Commissioners with the responsibility for classifying records for purposes of retention and destruction; and

**WHEREAS** the Assessors Office has represented that all records for which destruction is sought pertain to matters which have been concluded for the designated period of time allowed in sections of Idaho Code; and

**WHEREAS** none of the records for which destruction is requested are those required to be kept by the County permanently and indefinitely pursuant to I.C. §31-709;

**Assessors Office**

April 2025

Title and Title Applications

**THEREFORE**, it is hereby resolved that: The Assessors Office files are hereby classified as "temporary," as defined in I.C. §31-871(1)(d). Furthermore, such records may now be destroyed.

**Dated this 13<sup>th</sup> day of May 2026.**

BINGHAM COUNTY COMMISSION

\_\_\_\_\_  
Whitney Manwaring, Chairman

\_\_\_\_\_  
Eric Jackson, Commissioner

\_\_\_\_\_  
Drew Jensen, Commissioner

ATTEST:

\_\_\_\_\_  
Pamela W. Eckhardt  
Bingham County Clerk



Meeting Date: May 13, 2026  
Meeting Time: 8:15 am

## REQUEST FOR MEETING WITH BINGHAM COUNTY COMMISSIONERS FORM

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Name: **Lindsey Gluch**

Email: **Lgluch@binghamid.gov**

Phone Number: **(208)782-3013**

Address: **501 North Maple, Blackfoot**

1. What is the topic of discussion that you wish the Board to have?
  - a. **Approval of Bingham County Resolution 2026-35, destruction of records for the Bingham County Probation Services Department.**
2. Approximately how much time will you need for this agenda item?
  - a. **5 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.

**Yes. The proposed Resolution is as attached.**
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)

**N/A**

Please hand deliver or email this completed form, along with all supporting documents to Lindsey Gluch at [Lgluch@binghamid.gov](mailto:Lgluch@binghamid.gov), at least 24 hours prior to your scheduled meeting time.

**BINGHAM COUNTY  
RESOLUTION 2026-35**

**RESOLUTION REGARDING THE DESTRUCTION OF RECORDS  
FOR THE BINGHAM COUNTY PROBATION SERVICES DEPARTMENT**

**WHEREAS** the Bingham County Probation Services Department has requested permission to destroy certain records; and

**WHEREAS** the Idaho Code §31-871 empowers the Board of County Commissioners with the responsibility for classifying records for purposes of retention and destruction; and

**WHEREAS** the Bingham County Probation Services Department has represented that all records for which destruction is sought pertain to matters which have been concluded for the designated period of time allowed in sections of Idaho Code; and

**WHEREAS** none of the records for which destruction is requested are those required to be kept by the County permanently and indefinitely pursuant to I.C. §31-709;

**PROBATION SERVICES DEPARTMENT**

Electronic files that are redacted due to personal identifying information for both juvenile and adult cases. These files are all over five (5) years and the individuals are no longer on supervised probation.

**THEREFORE**, it is hereby resolved that: The Probation Services files are hereby classified as "temporary," as defined in I.C. §31-871(1)(d). Furthermore, such records may now be destroyed.

**Dated this 13<sup>th</sup> day of May 2026.**

BINGHAM COUNTY COMMISSION

\_\_\_\_\_  
Whitney Manwaring, Chairman

\_\_\_\_\_  
Eric Jackson, Commissioner

ATTEST:

\_\_\_\_\_  
Pamela W. Eckhardt  
Bingham County Clerk

\_\_\_\_\_  
Drew Jensen, Commissioner

Meeting Date: May 13, 2026  
Meeting Time: 8:30 am



## REQUEST FOR MEETING WITH BINGHAM COUNTY COMMISSIONERS FORM

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Name: Lt. Kris Talbot

Email: ktalbot@binghamid.gov

Phone Number: 208-782-3056

Address: 501 N. Maple, Blackfoot, ID 83221

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

Approval of Addendum #2 from M2 Automation for purchase of new Camera Server and placement of future servers on the JMA.

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

10 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.

Yes

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)

Sheriff Jeff Gardner, Chief Deputy Jordyn Nebeker, Lt. Joni Ramirez, Lt. Matt Galloway

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**  
**Prior Approval For Purchase**  
**(Please provide documentation)**

Idaho Code §67-28 PURCHASING BY POLITICAL SUBDIVISIONS

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Date: 5/5/2026

Department: Sheriff's Office

Submitted By: Lt. Kris Talbot

To be purchased: One (1) Premium 160 TB high-capacity enterprise Network Video Recorder (NVR)

Justification: Moving forward with the new contract with M2 Automation we will need a new camera server that is compatible with the needs of what the new system requires to be able to record and store footage in the jail.

Estimated Cost: \$81,244.00

Fund(s) to be paid from: 05-03-0800-0001

**Approved**

**Denied**

Approved/Denied By:

\_\_\_\_\_  
Whitney Manwaring, Chairman

\_\_\_\_\_  
Date

\_\_\_\_\_  
Mark R. Bair, Commissioner

\_\_\_\_\_  
Date

\_\_\_\_\_  
Eric Jackson, Commissioner

\_\_\_\_\_  
Date

## ADDENDUM 2

### Services – High-Capacity Enterprise NVR

This ADDENDUM 2 ("Addendum 2") is entered into by and between M2 Automation & Control Services, Inc., an Idaho corporation ("M2"), and **BINGHAM COUNTY, IDAHO**, an Idaho county ("Client"), and is attached to, incorporated in, and supplements that certain Master Service Agreement between the Parties dated March 16, 2026 (the "Agreement"). All initially capitalized terms not otherwise defined in this Addendum 2 have the meanings ascribed in the Agreement.

**SUBJECT TO THE TERMS AND CONDITIONS OF THE AGREEMENT, M2 SHALL PROVIDE CLIENT WITH THE SERVICES IDENTIFIED BELOW:**

#### **SERVICE AGREEMENT-SPECIFIC NOTES, SPECIALTY TERMS & SCOPE CLARIFICATION**

**Scope of Addendum 2:** This Addendum 2 supplements and is in addition to Addendum 1 to the Agreement. Addendum 1 (Services – Jail PLC / Door Control, Camera System & Intercom System) and all of its terms remain in full force and effect. The sole purpose of this Addendum 2 is to add the high-capacity enterprise Network Video Recorder (NVR) identified in Section 4 below to the Serviced Equipment under the Agreement, and to establish the additional Initial Service Fee and Annual Service Fee associated with that addition.

**Equipment Note:** This 160TB high-capacity enterprise NVR uses an Avigilon hardened (locked down) operating system for increased security.

**Camera Server Coverage Update:** Upon execution of this Addendum 2, the new 160TB high-capacity enterprise NVR added under this Addendum is covered under full equipment warranty and the scheduled replacement / refresh cycle described in the Agreement and the amended Infrastructure Roadmap attached hereto as Exhibit 2. For the avoidance of doubt, the "Existing Camera Server Note" in Addendum 1 (which excluded the legacy camera data and software servers from equipment warranty and scheduled refresh) does not apply to the NVR added under this Addendum 2.

**Peregrine Design Document (Living Scope Reference):** The Peregrine design document prepared by M2 for this facility forms the basis of all pricing and service coverage under this Addendum. If a system, device, or function is not shown on the design, it is not included in the scope of Services unless discussed and confirmed in writing. The design document is a living reference that M2 updates annually as part of ongoing service delivery. Annual updates to the design — including equipment substitutions, architectural refinements, and technology transitions made in the ordinary course of service — reflect M2's active management of the facility's systems and do not constitute a change in scope requiring a contract amendment. The then-current design document on file with both parties defines the active service scope at any given time.

**Peregrine Software — Standard Features vs. Premium Add-Ons:** All standard features of the Peregrine platform are available and will be implemented as part of this Agreement.

Premium add-ons, specialty programming, and custom feature development are not included in the Annual Service Fee and require a separate written agreement between the Parties before work commences. M2 will notify Client in writing before recommending any premium add-on and no charges will be incurred without Client's prior written approval.

## **1. SCOPE OF SERVICES**

Under this Addendum 2, M2 will provide Bingham County, Idaho with full support, service, emergency response, and equipment update services for the additional Serviced Equipment identified below at the Bingham County Detention Facility:

- One (1) Premium 160TB high-capacity enterprise Network Video Recorder (NVR), running an Avigilon hardened (locked down) operating system, integrated with the existing Peregrine-Standard camera and video management infrastructure serviced under Addendum 1.

The Serviced Equipment added under this Addendum 2 will be folded into the ongoing approximately 10% per year refresh cycle described in the Agreement, on a rolling ten (10)-year basis, in accordance with the amended Infrastructure Roadmap attached as Exhibit 2. The Scope of Services, exclusions, response times, and all other operational terms set forth in Addendum 1 continue to apply to the equipment added under this Addendum 2.

## **2. PREMISES**

Bingham County Detention Facility

501 N Maple St, Blackfoot, ID 83221

## **3. FEES**

**Initial Service Fee: \$81,244.00**

(One-time – invoiced upon execution of Addendum 2; due net 30 days from invoice date; covers integration of the additional Serviced Equipment identified in Section 4 into the supportable state under the Peregrine Standard.)

**Annual Service Fee: \$9,839.55**

(Additional Annual Service Fee for the Serviced Equipment added under this Addendum 2; added to and invoiced together with the Annual Service Fee under Addendum 1 beginning at the next annual renewal cycle following execution; invoiced annually in advance; due net 30 days from invoice date; fixed twelve (12)-month term subject to Section 4.3 of the Agreement.)

## **4. SERVICED EQUIPMENT**

4.a. Serviced Equipment List. In addition to the Serviced Equipment identified in Addendum 1, M2 will maintain, repair, and update per the schedule in Exhibit 2 the following item:

| Item  | Qty | Location             |
|---|-----|----------------------|
| <b>Camera Storage System</b>                                      |     |                      |
| Premium 160TB High-Capacity Enterprise NVR (Avigilon Hardened OS) | 1   | Facility Server Room |

Except as otherwise set forth in this Section 4.a, M2 shall have no obligation to retain, utilize, or service any Client Equipment. As the Agreement continues and technology evolves, M2 may update the Serviced Equipment list to reflect then-current equipment deployed on behalf of Client, without notice, provided that no such update shall increase fees payable by Client or expand the Scope of Services without a written amendment signed by both Parties.

4.b. Client Equipment Services Fees. Services provided for equipment not listed in Section 4.a will be billed at \$150.00 per hour (prorated for partial hours), due within thirty (30) days of invoice, together with any associated costs for equipment, supplies, or replacement parts.

## **5. SERVICE, SUPPORT & WARRANTY**

During the Term, M2 will support and maintain all Serviced Equipment, covering both cost and labor. Services are available twenty-four (24) hours a day, seven (7) days a week, three hundred sixty-five (365) days a year. In the event service is required, M2 will Respond within eight (8) hours either remotely or on-site for emergency/Critical Issue outages, and within forty-eight (48) hours for Non-Critical Issues. If new Serviced Equipment is needed, M2 will replace malfunctioning Serviced Equipment as quickly as possible at M2's expense, including all labor, parts, and disposal costs. Client acknowledges that some replacement equipment may not be immediately available due to factors outside M2's control; however, M2 will work to provide a temporary solution until replacement equipment arrives. This cost coverage does not apply where damage results from Client's negligence, misuse, or unauthorized modification of Serviced Equipment. Replacement of Client Equipment not listed in this Addendum shall be at Client's sole cost.

## **6. FACILITY SITE ASSESSMENT**

M2 has made the appropriate site visit(s) and M2 will design and deploy the initial service infrastructure as part of the ongoing service relationship under this Agreement. Unless specifically identified as Client's responsibility, all installation and maintenance costs associated with Serviced Equipment are M2's responsibility. M2 and Client personnel will determine the various installation locations and space requirements for GUI, hardware, and other equipment following the Effective Date. If site conditions materially differ from those observed during the site visit, M2 may issue a change order for additional costs, subject to Client's approval.

## **7. M2 PERSONNEL SCREENING**

M2 staff shall at all times act in a professional manner when at the Premises, keep working areas organized, clean, and clear of clutter, and shall only converse with authorized Client

representatives. Where Client requires Services within a detention center or other secure area, assigned M2 staff shall first pass such background checks and satisfy such other requirements as Client may specify in writing prior to performing such Services. All M2 personnel are CJIS Security Policy certified on an annual basis. All tools or other objects brought by M2 personnel into secure areas are the responsibility of M2 personnel for tracking and removal. Client may prevent M2 personnel from entering, and require M2 personnel to leave, any Premises when Client deems such personnel unacceptable, and M2 will supply a suitable replacement at no additional cost unless the removal is deemed unreasonable by M2 in its reasonable discretion.

## **8. DOCUMENTATION & TRAINING**

All drawings, as-builts, manuals, data sheets, and any other associated documents relating to the facility systems will be provided to Client following the initial service deployment. Any changes or updates made during the Term will be documented and updated in the master document set. M2 will provide ongoing training under this Addendum on a schedule agreed upon by the Parties. Client may request a refresher at any time at no additional cost.

## **9. MISCELLANEOUS**

The provisions of Section 20 of the Agreement are incorporated by reference. This Addendum 2 and the Agreement are to be interpreted in a manner that best harmonizes the intent and content of each. In the event of any irreconcilable inconsistency between this Addendum 2 and the Agreement, this Addendum 2 shall control with respect to the matters set forth herein. Except as expressly otherwise provided in this Addendum 2, the Agreement and Addendum 1 remain unaffected.

*[Signature Page Follows]*

The effective date of this Addendum 2 is [REDACTED] (the "Effective Date").

In witness whereof, the Parties enter into this Addendum 2 effective as of the Effective Date.

|   |                              |
|---|------------------------------|
| <b>M2 AUTOMATION &amp; CONTROL SERVICES,<br/>INC.</b> | <b>BINGHAM COUNTY, IDAHO</b> |
| By: _____   | By: _____                    |
| Printed Name: _____                                   | Printed Name: _____          |
| Title: _____  | Title: _____                 |
| Date: _____   | Date: _____                  |

## EXHIBIT 2

### Amended Infrastructure Roadmap – Bingham County, Idaho

Below is the amended generalized ten (10)-year roadmap for the ongoing updating and refresh of Serviced Equipment under the Agreement, reflecting the addition of the high-capacity enterprise NVR under this Addendum 2. This Exhibit 2 supersedes Exhibit 1 of Addendum 1 with respect to the camera-related years and adds the NVR refresh in Year 10. Each year M2 will create a detailed plan in collaboration with the Bingham County Jail Commander or designee following the guide below, to be implemented in that year. Actual scope may be adjusted by mutual agreement to reflect facility-specific priorities.

| Year | Update Focus  |
|------|---|
| 1    | PLC & Control Station Refresh   |
| 2    | Camera Control (Viewing Servers) Refresh  |
| 3    | Update 25% of Camera Coverage Areas (Approx. 16–24 Cameras)   |
| 4    | Update 25% of Camera Coverage Areas (Approx. 16–24 Cameras)   |
| 5    | Update 25% of Camera Coverage Areas (Approx. 16–24 Cameras)   |
| 6    | Update 25% of Camera Coverage Areas (Approx. 16–24 Cameras)   |
| 7    | Intercom System Headend Refresh & Server  |
| 8    | Intercom Stations Refresh   |
| 9    | Legacy Jail Camera Data Server Refresh  |
| 10   | High-Capacity Enterprise NVR Refresh; Full System Assessment & Next-Generation Technology Integration |

**Upon conclusion of the 10-year roadmap, the jail system will be entirely refreshed and the cycle will start over.**

Meeting Date: May 13, 2026  
Meeting Time: 9:00 am



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Name: **Lindsey Gluch** (per the request of Chairman Manwaring)

Email: **Lgluch@binghamid.gov**

Phone Number: **(208)782-3013** Address: **501 North Maple, Blackfoot**

1. What is the topic of discussion that you wish the Board to have?
  - a. **Discussion & decision regarding acceptance of proposal regarding road maintenance for North River Estates Subdivision.**
2. Approximately how much time will you need for this agenda item?
  - a. **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.

**Yes. Proposal documents will be provided to Commission Clerk by Dusty Whited.**
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)

**Dusty Whited**

**Paul Rogers**

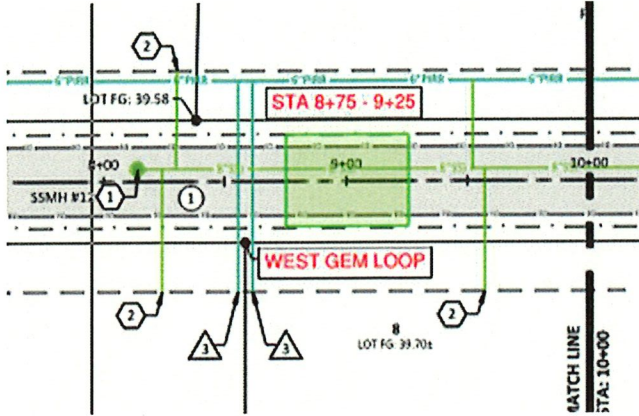
**Tiffany Olsen**

Please hand deliver or email this completed form, along with all supporting documents to Lindsey Gluch at [Lgluch@binghamid.gov](mailto:Lgluch@binghamid.gov), at least 24 hours prior to your scheduled meeting time.

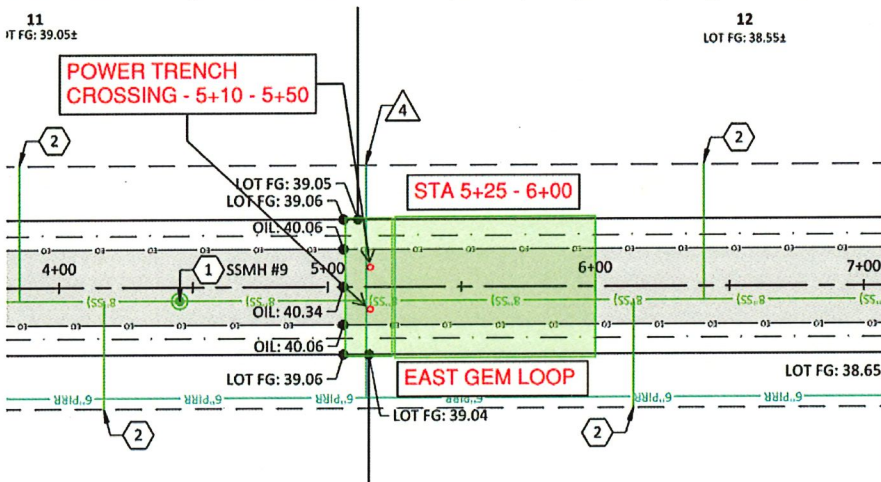
# North River Estates Testing Summary

## Proposed Test Locations:

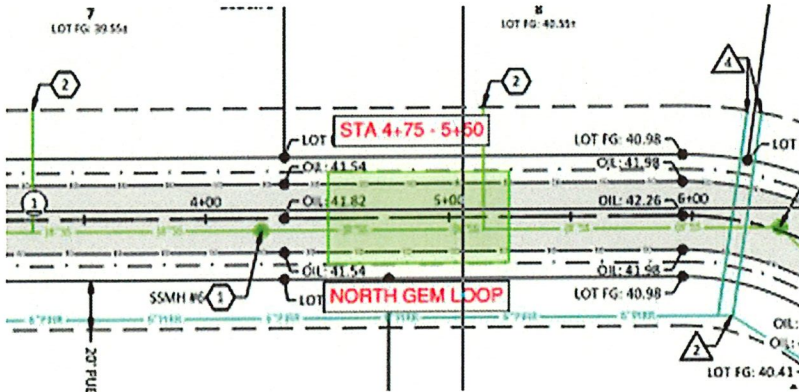
1. West Gem Loop: Sta 8+75 – 9+25 (50-ft): 2 Test Holes



2. East Gem Loop: Sta 5+10 – 6+00 (90-ft): 3 (sewer) 2 (power) Test Holes



3. North Gem Loop: Sta 4+75 – 5+50 (75-ft): 3 Test Holes



## Testing Process/Procedures:

### Summary:

In each "Test Hole" location, the road section will be removed until subgrade is exposed. A total of 10 compaction tests will be performed at each "Test Hole" location, 2 tests at each depth. The first set of tests shall be performed at 3"-6" below subgrade, with subsequent tests at each 1' interval down to a depth of 4.5' below subgrade. At each "Test Hole" soil samples will be collected between the 2<sup>nd</sup> and 3<sup>rd</sup> compaction test (or where material changes occur) so that a proctor can be run for each Test Hole location to ensure accurate testing results for each Test Hole. Once we have gathered all the compaction tests from subgrade to 4.5-ft below subgrade, the backfill process will begin. The material will be brought up in 8" lifts and compacted to >95% before another lift is placed. A micro-seal will be applied over cold joints and 10-ft in either direction to ensure a smooth, durable finish. For purposes of procedural continuity, it is recommended that the testing be handled by HLE, a local firm previously familiar and experienced with the project and specific testing method. This will ensure the data aligns with prior results and established industry methodologies.

### Step by Step:

1. Extents of Pavement to be removed will be staked/marked
2. Pavement will be sawcut at marked locations
3. Pavement will be removed using an excavator and hauled off
4. ¾ crushed aggregate and pit run will be removed with an excavator and stockpiled for reuse
5. A mini excavator with a flat bar across the teeth of the bucket will dig the first test location to 6" below subgrade. Once the depth is obtained, the soil is scraped clean with the flat bar bucket with 2 passes to create a smooth and flat surface for the testing location.
6. The depth of the hole at that point will be documented as the compaction test is performed.
7. The probe depth will be 10" – 12" deep for each test.
8. Compaction will be tested twice at each elevation; one parallel to the trench and then one turned 90° to ensure consistency.
9. Between the 2<sup>nd</sup> and 3<sup>rd</sup> tests, soil samples will be collected to run a proctor on so that each Test Hole location has its own proctor to ensure accurate compaction test results.

10. This process will be repeated until 10 tests (5 depth intervals; 2 tests per depth interval) have been completed.
11. Once all the tests have been completed, the backfill process will begin.
12. Backfill will be done by installing 8" lifts of material with the mini excavator and then compacted with a jumping jack compactor.
13. Each lift will be tested and compacted until >95% compaction is met, from the bottom of the Test Hole to subgrade.
14. The pit run will then be placed, in a 12" lift and compaction tested till >95% is reached and then ¾" crushed aggregate will be placed in a single 4" lift and compaction tested till >95% compaction is reached.

### Reporting:

1. A field report will be submitted for each Test Hole (8) and will include the following information.
  - a. 5 compaction test results (the 2 test results at each elevation will be averaged) (from subgrade to 4.5-ft below subgrade)
  - b. 7 compaction test results for trench backfill
  - c. 1 proctor
  - d. 1 pit run compaction test result
  - e. 1 ¾" crushed aggregate compaction test result
  - f. Pictures of each test hole including depth measurements
  - g. Pictures of each lift being installed/compacted
2. We propose that we round the test results to the nearest whole number percentage (typically done in testing reporting).
3. We propose that, as we test going down, there be a **1.5 % variance** to account for disturbed material from excavation.
  - a. Multiple sources also recommend this: Paul Snarr, PE with Eagle Rock Engineering (Recommendation 1% – 2%), Wayne Rogers, PE with AGECC (Recommendation 2% – 3%).

### Schedule:

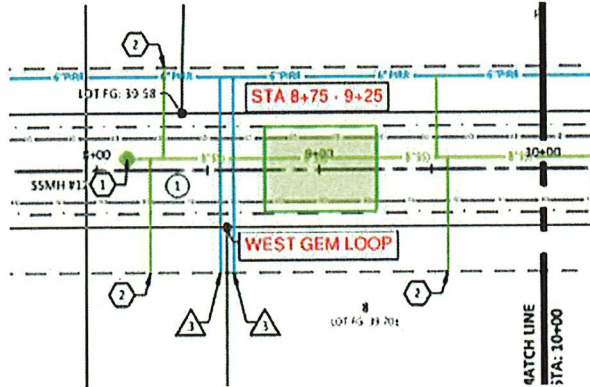
Weather dependent. We would like to start once the asphalt plants are open so the tear out, testing, and rebuilding of the road can happen at the same time.

We anticipate from start to finish to be roughly 2 weeks.

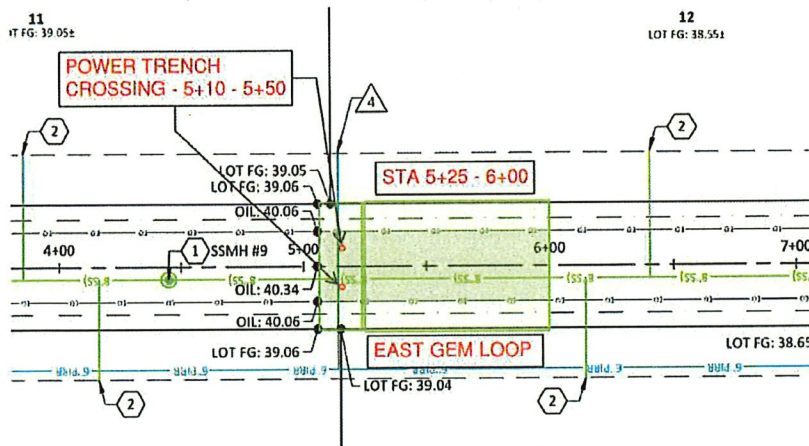
# North River Estates Testing Summary

## Proposed Test Locations:

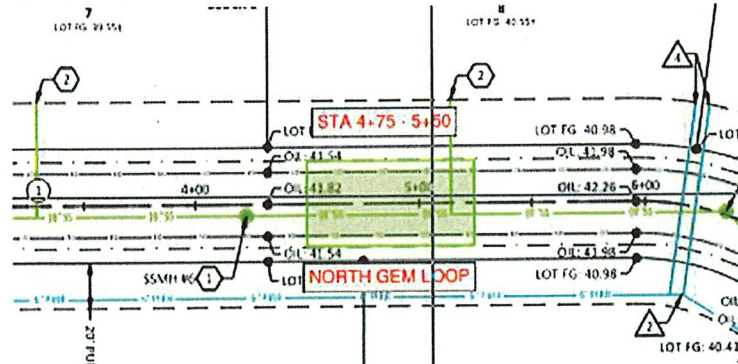
1. West Gem Loop: Sta 8+75 – 9+25 (50-ft); 2 Test Holes



2. East Gem Loop: Sta 5+10 – 6+00 (90-ft); 3 (sewer) 2 (power) Test Holes



3. North Gem Loop: Sta 4+75 – 5+50 (75-ft); 3 Test Holes



## Testing Process/Procedures:

### Summary:

In each "Test Hole" location, the road section will be removed until subgrade is exposed. A total of 10 compaction tests will be performed at each "Test Hole" location, 2 tests at each depth. The first set of tests shall be performed at 3"-6" below subgrade, with subsequent tests at each 1' interval down to a depth of 4.5' below subgrade. At each "Test Hole" soil samples will be collected between the 2<sup>nd</sup> and 3<sup>rd</sup> compaction test (or where material changes occur) so that a proctor can be run for each Test Hole location to ensure accurate testing results for each Test Hole. Once we have gathered all the compaction tests from subgrade to 4.5-ft below subgrade, the backfill process will begin. The material will be brought up in 8" lifts and compacted to >95% before another lift is placed. A micro-seal will be applied over cold joints and 10-ft in either direction to ensure a smooth, durable finish. For purposes of procedural continuity, it is recommended that the testing be handled by HLE, a local firm previously familiar and experienced with the project and specific testing method. This will ensure the data aligns with prior results and established industry methodologies.

### Step by Step:

1. Extents of Pavement to be removed will be staked/marked
2. Pavement will be sawcut at marked locations
3. Pavement will be removed using an excavator and hauled off
4.  $\frac{3}{4}$  crushed aggregate and pit run will be removed with an excavator and stockpiled for reuse
5. A mini excavator with a flat bar across the teeth of the bucket will dig the first test location to 6" below subgrade. Once the depth is obtained, the soil is scraped clean with the flat bar bucket with 2 passes to create a smooth and flat surface for the testing location.
6. The depth of the hole at that point will be documented as the compaction test is performed.
7. The probe depth will be 10" – 12" deep for each test.
8. Compaction will be tested twice at each elevation; one parallel to the trench and then one turned 90° to ensure consistency.
9. Between the 2<sup>nd</sup> and 3<sup>rd</sup> tests, soil samples will be collected to run a proctor on so that each Test Hole location has its own proctor to ensure accurate compaction test results.

10. This process will be repeated until 10 tests (5 depth intervals; 2 tests per depth interval) have been completed.
11. Once all the tests have been completed, the backfill process will begin.
12. Backfill will be done by installing 8" lifts of material with the mini excavator and then compacted with a jumping jack compactor.
13. Each lift will be tested and compacted until >95% compaction is met, from the bottom of the Test Hole to subgrade.
14. The pit run will then be placed, in a 12" lift and compaction tested till >95% is reached and then ¾" crushed aggregate will be placed in a single 4" lift and compaction tested till >95% compaction is reached.

### Reporting:

1. A field report will be submitted for each Test Hole (8)<sup>10</sup> and will include the following information.
  - a. 5 compaction test results (the 2 test results at each elevation will be *each listed individually and an average* averaged) (from subgrade to 4.5-ft below subgrade)
  - b. 7 compaction test results for trench backfill
  - c. 1 proctor
  - ~~d. 1 pit run compaction test result~~ *minimum 2 at each location*
  - e. 1 ¾" crushed aggregate compaction test result *minimum 2 at each location*
  - f. Pictures of each test hole including depth measurements
  - g. Pictures of each lift being installed/compacted
2. ~~We propose that we round the test results to the nearest whole number percentage (typically done in testing reporting).~~
3. ~~We propose that, as we test going down, there be a 1.5% variance to account for disturbed material from excavation.~~
  - ~~a. Multiple sources also recommend this: Paul Smarr, PE with Eagle Rock Engineering (Recommendation 1% = 2%), Wayne Rogers, PE with AGECE (Recommendation 2% = 3%).~~

### Schedule:

Weather dependent. We would like to start once the asphalt plants are open so the tear out, testing, and rebuilding of the road can happen at the same time.

We anticipate from start to finish to be roughly 2 weeks.



800 W. Judicial Street  
 Blackfoot, Idaho 83221  
 (208) 785-2977

101 S. Park Avenue # 210  
 Idaho Falls, Idaho 83402  
 (208) 524-0212

**EARTHWORK OBSERVATIONS AND DENSITY TEST RESULTS**  
 ASTM D2922 & D3017 - AASHTO T238 & T239

Reviewed by: SLW

|  |                                     |                 |
|--|-------------------------------------|-----------------|
| JOB NAME & LOCATION: Cedar Estates Phase 4, Shelley ID | JOB #: 23-134                       | DATE: 4-10-2024 |
| MATERIAL SOURCE & TYPE: Native sandy, gravely, silt    | GAUGE S/N: 31706                    | TECH: Russ      |
| WEATHER: Sunny, mid to high 60's                       | SPECIFIED COMPACTION: 95% ASTM D698 |                 |
| COMMENTS: Testing sewer line backfill in Big Cedar Way |                                     |                 |

| Test No. | Probe Depth | Opt. Moist. | Moist. % | Wet Dens. | Dry Dens. | Proct./ Marsh. | Relative Comp. % | Location            | Elevation |
|----------|-------------|-------------|----------|-----------|-----------|----------------|------------------|---------------------|-----------|
| 1        | 12          | 13.9        | 4.4      | 115.7     | 110.9     | 113.9          | 97.3             | Big Cedar Way 17+50 | Subgrade  |
| 2        | 12          | 13.9        | 4.3      | 111.0     | 106.4     | 113.9          | 93.4             | Big Cedar Way 16+60 | Subgrade  |
| 3        | 12          | 19          | 7.9      | 108.1     | 100.2     | 101.0          | 99.2             | Big Cedar Way 16+60 | -1'       |
| 4        | 12          | 19          | 9.1      | 108.9     | 99.8      | 101.0          | 98.8             | Big Cedar Way 16+60 | -2'       |
| 5        | 12          | 19          | 8.4      | 105.4     | 97.3      | 101.0          | 96.3             | Big Cedar Way 16+60 | -3'       |
| 6        | 12          | 16.5        | 9.2      | 111.9     | 102.5     | 107.1          | 95.7             | Big Cedar Way 15+50 | Subgrade  |
| 7        | 12          | 19          | 9.7      | 108.4     | 98.6      | 101.0          | 97.6             | Big Cedar Way 15+50 | -1'       |
| 8        | 12          | 19          | 10.7     | 111.5     | 100.8     | 101.0          | 99.5             | Big Cedar Way 15+50 | -2'       |
| 9        | 12          | 19          | 9.0      | 108.2     | 99.3      | 101.0          | 98.1             | Big Cedar Way 15+50 | -3'       |
| 10       | 12          | 19          | 8.1      | 103.8     | 96        | 101.0          | 95.1             | Big Cedar Way 14+00 | Subgrade  |
| 11       | 12          | 13.9        | 7.9      | 118.0     | 109.4     | 113.9          | 96               | Big Cedar Way 14+00 | -1'       |
| 12       | 12          | 13.9        | 8.8      | 119.6     | 109.9     | 113.9          | 96.5             | Big Cedar Way 14+00 | -2'       |





**LAND SURVEYING | 3D SCANNING | DESIGN SURVEYING  
CIVIL AND STRUCTURAL ENGINEERING | MATERIALS TESTING  
EARTHWORK OBSERVATIONS AND DENSITY TEST RESULTS**

ASTM D2922 & D3017 - AASHTO T238 & T239

PAGE 2 OF 5

| JOB NAME & LOCATION: |             |             |          |           |           |                | JOB #:           |                     | DATE:     |  |
|----------------------|-------------|-------------|----------|-----------|-----------|----------------|------------------|---------------------|-----------|--|
| Test No.             | Probe Depth | Opt. Moist. | Moist. % | Wet Dens. | Dry Dens. | Proct./ Marsh. | Relative Comp. % | Location            | Elevation |  |
| 13                   | 12          | 13.9        | 5.5      | 114.2     | 108.3     | 113.9          | 95.1             | Big Cedar Way 14+00 | -2'       |  |
| 14                   | 12          | 13.9        | 5.4      | 118.6     | 112.4     | 113.9          | 98.7             | Big Cedar Way 14+00 | -3'       |  |
| 15                   | 12          | 7.9         | 8.9      | 133.2     | 122.4     | 126.1          | 97               | Big Cedar Way 13+00 | Subgrade  |  |
| 16                   | 12          | 7.9         | 6.6      | 131.3     | 123.2     | 126.1          | 97.7             | Big Cedar Way 13+00 | -1'       |  |
| 17                   | 12          | 7.9         | 6.2      | 128.4     | 120.9     | 126.1          | 95.9             | Big Cedar Way 13+00 | -2'       |  |
| 18                   | 12          | 7.9         | 6.2      | 130.5     | 122.9     | 126.1          | 97.4             | Big Cedar Way 13+00 | -3'       |  |
| 19                   | 12          | 13.9        | 4.2      | 117.3     | 112.5     | 113.9          | 98.8             | Big Cedar Way 13+00 | -4'       |  |
| 20                   | 12          | 7.9         | 5.8      | 126.9     | 120       | 126.1          | 95.2             | Big Cedar Way 11+50 | Subgrade  |  |
| 21                   | 12          | 7.9         | 4.8      | 127.4     | 121.6     | 121.1          | 96.4             | Big Cedar Way 11+50 | -1'       |  |
| 22                   | 12          | 7.9         | 4.7      | 130.9     | 125.0     | 126.1          | 99.1             | Big Cedar Way 11+50 | -2'       |  |
| 23                   | 12          | 7.9         | 4.4      | 132.6     | 127.0     | 126.1          | 100.7            | Big Cedar Way 11+50 | -3'       |  |
| 24                   | 12          | 7.9         | 4.9      | 127.2     | 121.3     | 126.1          | 96.2             | Big Cedar Way 11+50 | -4'       |  |
| 25                   | 12          | 7.9         | 5.2      | 128.5     | 122.2     | 126.1          | 96.9             | Big Cedar Way 10+50 | Subgrade  |  |
| 26                   | 12          | 13.9        | 4.2      | 119.5     | 114.6     | 113.9          | 100.6            | Big Cedar Way 10+50 | -1'       |  |
| 27                   | 12          | 13.9        | 5.8      | 115.9     | 109.6     | 113.9          | 96.2             | Big Cedar Way 10+50 | -2'       |  |
| 28                   | 12          | 13.9        | 6.3      | 117.4     | 110.5     | 113.9          | 97               | Big Cedar Way 10+50 | -3'       |  |
| 29                   | 12          | 13.9        | 5.8      | 114.8     | 108.5     | 113.9          | 95.3             | Big Cedar Way 10+50 | -4'       |  |
| 30                   | 12          | 13.9        | 5.6      | 120.6     | 114.2     | 113.9          | 100.3            | Big Cedar Way 9+00  | Subgrade  |  |



**LAND SURVEYING | 3D SCANNING | DESIGN SURVEYING  
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 ASTM D2922 & D3017 - AASHTO T238 & T239

| JOB NAME & LOCATION: |             |             |          |           |           |                | JOB #:           | DATE:              |           |
|----------------------|-------------|-------------|----------|-----------|-----------|----------------|------------------|--------------------|-----------|
| Test No.             | Probe Depth | Opt. Moist. | Moist. % | Wet Dens. | Dry Dens. | Proct./ Marsh. | Relative Comp. % | Location           | Elevation |
| 31                   | 12          | 13.9        | 5.9      | 114.9     | 108.5     | 113.9          | 95.3             | Big Cedar Way 9+00 | -1'       |
| 32                   | 12          | 13.9        | 6.7      | 117.0     | 109.6     | 113.9          | 96.3             | Big Cedar Way 9+00 | -2'       |
| 33                   | 12          | 16.5        | 7.4      | 114.9     | 107.0     | 107.1          | 99.9             | Big Cedar Way 9+00 | -3'       |
| 34                   | 12          | 16.5        | 6.9      | 113.4     | 106.1     | 107.1          | 99.0             | Big Cedar Way 9+00 | -4'       |
| 35                   | 12          | 13.9        | 5.3      | 120.1     | 113.7     | 113.9          | 99.8             | Big Cedar Way 8+00 | Subgrade  |
| 36                   | 12          | 13.9        | 13.4     | 122.8     | 108.3     | 113.9          | 95.1             | Big Cedar Way 8+00 | -1'       |
| 37                   | 12          | 13.9        | 5.3      | 120.1     | 113.7     | 113.9          | 99.8             | Big Cedar Way 8+00 | -2'       |
| 38                   | 12          | 7.9         | 5.3      | 127.7     | 121.3     | 126.1          | 96.2             | Big Cedar Way 8+00 | -3'       |
| 39                   | 12          | 7.9         | 5.9      | 128.0     | 120.9     | 126.1          | 95.9             | Big Cedar Way 8+00 | -4'       |
| 40                   | 12          | 13.9        | 5.8      | 116.5     | 110.1     | 113.9          | 96.7             | Big Cedar Way 7+00 | Subgrade  |
| 41                   | 12          | 13.9        | 6.3      | 117.5     | 110.6     | 113.9          | 97.1             | Big Cedar Way 7+00 | -1'       |
| 42                   | 12          | 7.9         | 4.9      | 125.7     | 119.9     | 126.1          | 95.1             | Big Cedar Way 7+00 | -2'       |
| 43                   | 12          | 7.9         | 4.4      | 128.8     | 123.4     | 126.1          | 97.8             | Big Cedar Way 7+00 | -3'       |
| 44                   | 12          | 7.9         | 4.4      | 131.7     | 126.2     | 126.1          | 100.1            | Big Cedar Way 7+00 | -4'       |
| 45                   | 12          | 13.9        | 8.6      | 122.1     | 112.5     | 113.9          | 98.8             | Big Cedar Way 6+00 | Subgrade  |
| 46                   | 12          | 13.9        | 8.8      | 119.7     | 109.8     | 113.9          | 96.5             | Big Cedar Way 6+00 | -1'       |
| 47                   | 12          | 7.9         | 5.7      | 129.9     | 122.8     | 126.1          | 97.4             | Big Cedar Way 6+00 | -2'       |
| 48                   | 12          | 7.9         | 4.1      | 132.0     | 126.8     | 126.1          | 100.6            | Big Cedar Way 6+00 | -3'       |



**LAND SURVEYING | 3D SCANNING | DESIGN SURVEYING**  
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**EARTHWORK OBSERVATIONS AND DENSITY TEST RESULTS**  
 ASTM D2922 & D3017 - AASHTO T238 & T239

| JOB NAME & LOCATION: |             |             |          |           |           |                | JOB #:           | DATE:              |           |
|----------------------|-------------|-------------|----------|-----------|-----------|----------------|------------------|--------------------|-----------|
| Test No.             | Probe Depth | Opt. Moist. | Moist. % | Wet Dens. | Dry Dens. | Proct./ Marsh. | Relative Comp. % | Location           | Elevation |
| 49                   | 12          | 7.9         | 5.3      | 131.2     | 124.5     | 126.1          | 98.8             | Big Cedar Way 6+00 | -4'       |
| 50                   | 12          | 13.9        | 8.7      | 121.1     | 115.0     | 113.9          | 100.1            | Big Cedar Way 5+00 | Subgrade  |
| 51                   | 12          | 13.9        | 7.9      | 118.0     | 109.4     | 113.9          | 96               | Big Cedar Way 5+00 | -1'       |
| 52                   | 12          | 7.9         | 6.2      | 130.1     | 122.5     | 126.1          | 97.2             | Big Cedar Way 5+00 | -2'       |
| 53                   | 12          | 7.9         | 5.3      | 127.8     | 121.4     | 126.1          | 96.3             | Big Cedar Way 5+00 | -3'       |
| 54                   | 12          | 7.9         | 4.9      | 125.7     | 119.9     | 126.1          | 95.1             | Big Cedar Way 5+00 | -4'       |
| 55                   | 12          | 13.9        | 3.9      | 113.6     | 109.4     | 113.9          | 96               | Big Cedar Way 4+00 | Subgrade  |
| 56                   | 12          | 16.5        | 9.2      | 111.9     | 102.5     | 107.1          | 95.7             | Big Cedar Way 4+00 | -1'       |
| 57                   | 12          | 16.5        | 9.5      | 112.7     | 102.9     | 107.1          | 96               | Big Cedar Way 4+00 | -2'       |
| 58                   | 12          | 7.9         | 2.8      | 125.0     | 131.6     | 126.1          | 96.4             | Big Cedar Way 4+00 | -3'       |
| 59                   | 12          | 7.9         | 2.9      | 124.7     | 131.2     | 126.1          | 96.1             | Big Cedar Way 4+00 | -4'       |
| 60                   | 12          | 13.9        | 5.3      | 114.4     | 108.6     | 113.9          | 95.3             | Big Cedar Way 3+00 | Subgrade  |
| 61                   | 12          | 7.9         | 6.3      | 123.3     | 119.8     | 126.1          | 95               | Big Cedar Way 3+00 | -1'       |
| 62                   | 12          | 7.9         | 4.9      | 131.8     | 125.7     | 126.1          | 99.7             | Big Cedar Way 3+00 | -2'       |
| 63                   | 12          | 7.9         | 4.7      | 131.4     | 125.5     | 126.1          | 99.5             | Big Cedar Way 3+00 | -3'       |
| 64                   | 12          | 7.9         | 8.9      | 133.3     | 122.4     | 126.1          | 97               | Big Cedar Way 3+00 | -4'       |
| 65                   | 12          | 13.9        | 3.9      | 113.6     | 109.4     | 113.9          | 96               | Big Cedar Way 2+00 | Subgrade  |
| 66                   | 12          | 7.9         | 6.2      | 123.3     | 119.8     | 126.1          | 95               | Big Cedar Way 2+00 | -1'       |





Meeting Date: MAY 13, 2024  
Meeting Time: 10:00 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 Gluch, Commission Clerk, at (208)785-3013.

Name: **Lindsey Gluch (on behalf of Jason Marlow- Building Maintenance)**

Email: **Lgluch@binghamid.gov**

Phone Number: **(208)782-3013** Address: **501 North Maple, Blackfoot**

1. What is the topic of discussion that you wish the Board to have?
  - a. **Prior Approval for purchase of HVAC for the new jail electrical room.**
2. Approximately how much time will you need for this agenda item?
  - a. **5 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.

**Yes. Prior approval documents are attached.**
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)

**Jason Marlow**

**Matt Galloway**

**Jeff Gardner**

**Jordyn Nebeker**

Please hand deliver or email this completed form, along with all supporting documents to Lindsey Gluch at [Lgluch@binghamid.gov](mailto:Lgluch@binghamid.gov), at least 24 hours prior to your scheduled meeting time.

# Bingham County

## Prior Approval For Purchase

**(Please provide documentation)**

Idaho Code §67-28 PURCHASING BY POLITICAL SUBDIVISIONS

---

**Department:** Maintenance

Date: 5/6/2026

**Submitted By:** Jason Marlow

**To be purchased:** HVAC for new Jail Electrical room.

**Justification:** This room doesn't have AC and stays above 85 degrees in the summer.

This room houses many sensitive electrical components and needs cooled down.

**Estimated Cost:**

**Total: \$ 10,615.87**

**Fund(s) to be paid from:** Sherrif's "Capital"

**Approved**

**Denied**

Approved/Denied By:

\_\_\_\_\_  
Whitney Manwaring, Chairman

\_\_\_\_\_  
Date

\_\_\_\_\_  
Drew Jensen, Commissioner

\_\_\_\_\_  
Date

\_\_\_\_\_  
Eric Jackson, Commissioner

\_\_\_\_\_  
Date



**JM**  

---

**SERVICE PROS**

**Bingham County**

***Bingham County Courthouse- Police Server  
Room***

***Proposed Project Agreement***

**Date:**

3/17/2026

**Proposal Number:**

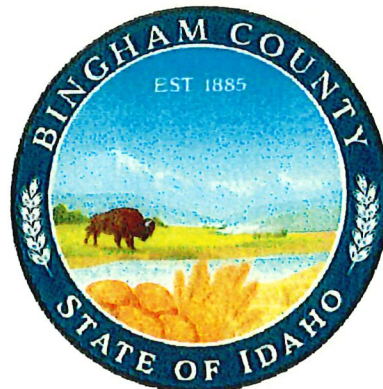
P00303

**Prepared for:**

Bingham County  
501 North Maple Street  
Blackfoot, ID 83221

**Prepared by:**

Tanner Eastman  
208-852-3770  
tanner.eastman@jmmech.com





PROJECT PROPOSAL

Proposal Date: 3/17/2026
Proposal Number: P00303

Company
JM Service Pros
3821 Professional Way #15
idaho Falls, ID 83402
Ph: 208-852-3770

Bill To Identity
Bingham County
501 North Maple Street
Blackfoot, ID 83221

Agreement Location
Bingham County
501 North Maple Street
Blackfoot, ID 83221

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

OUR PRICE FOR THIS PROPOSAL IS
.....\$10,615.87

OUR PROPOSAL INCLUDES: Installation of ductless unit in server room, Copper line sets,
Electrical

Does not include: Any needed roof repair, sheetrock/drywall patching or replacement.

WARRANTY: Our warranty on work performed is one (1) year, parts and labor.

TERMS OF PAYMENT: Monthly Progress Billing. Material and equipment furnished under this
proposal shall remain the property of the seller until final payment has been received.

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)
Tanner Eastman
Name (Print/ Type)
208-852-3770
Phone
3/17/2026
Date
P00303
Proposal #

Signature (Authorized Representative)
Name (Print/ Type)
Title
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. Customer shall be responsible for all taxes applicable to the services and/or materials hereunder.

11. 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 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.

12. 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 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.

13. 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.

14. 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.

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