



DEPARTMENT OF FINANCE AND ADMINISTRATION

MAYOR: David H. Bieter | DIRECTOR: Lynda Lowry

11/28/2018

Dear Bidder,

Notice of Intent to Award Contract: FB 19-134, West Park Center Bridge Bank Repairs

Thank you for your response to the above referenced FB 19-134.

This letter is to notify you that the City has reviewed all bids and are recommending the bid be awarded to the lowest responsive bidder, Copper River Energy.

Any participating bidder has the right to protest this recommendation. Idaho State Statute provides that:

If any participating bidder objects to such award, such bidder shall respond in writing to the notice from the political subdivision within seven (7) calendar days after the date of transmittal of the notice setting forth in such response the express reason or reasons that the award decision of the governing board is in error.

The protest shall be addressed to the Boise City Purchasing Agent. Any protest addressed to Boise City Mayor and/or City Council will be referred to the Purchasing Agent.

Thank you for your interest in meeting the needs of the City of Boise. Your participation in the process is appreciated.

Colin Millar
Purchasing Specialist
Boise City Purchasing
208-972-8186

cc: FB 19-134 File

CITY OF BOISE PURCHASING RECOMMENDATION

TO: Mayor Bieter and Members of the City Council

FROM: Finance and Administration and Parks & Recreation Departments

DATE: 11/28/18

SUBJECT: Award of Bid, Approval of Contract, FB 19-134; WEST PARK CENTER BRIDGE BANK REPAIRS , to Copper River Energy, not to exceed \$172,846.11.

BACKGROUND:

BID RESULTS: The bids were opened 11/28/2018 local time. 18 companies received plan sets and were entered on the plan holders list. 5 bids were received.

<u>BIDDER/PROPOSER</u>	<u>TOTAL BID/SCORE</u>	<u>SLEP</u>
Copper River	\$172,846.11	

Engineer's Estimate

Parks & Recreation staff has reviewed the bids for accuracy, completeness and responsiveness. The **best qualified/highest ranked proposer OR lowest responsive responsive bidder with significant local economic presence**, Copper River Energy, has been contacted by Parks & Recreation staff and indicated that they would like to proceed with the purchase.

RECOMMENDATION: Finance and Administration and Parks & Recreation Departments recommend that FB 19-134 is awarded to the **best qualified/highest ranked proposer OR lowest responsive bidder with significant local economic presence**, Copper River Energy, not to exceed \$172,846.11. Award of this contract is subject to compliance with requirements.

FISCAL IMPACTS: Department has confirmed sufficient funding is available for this obligation.

ACTION REQUIRED: Bid award by motion, contract approval by resolution.

MinuteTraq FB Recommend

Short Name: FB 19-134: WEST PARK CENTER BRIDGE BANK REPAIRS : Parks &

Recreation: Copper River Energy NTE \$172,846.11

Department = Purchasing **Initiator** = Colin **Target Meeting** = Tuesday @ 6:00 PM

Category = Formal Bid

Save

Attachments: Bid Specs (E), Addendum (E), Proposal, Contract

Financial Impact = Department has confirmed sufficient funding is available for this obligation.

Resolution Body:

A RESOLUTION APPROVING AN AGREEMENT AND AWARD FOR FB 19-134 WEST PARK CENTER BRIDGE BANK REPAIRS BETWEEN THE CITY OF BOISE CITY PARKS & RECREATION DEPARTMENT AND COPPER RIVER ENERGY; AUTHORIZING THE MAYOR AND CITY CLERK TO RESPECTIVELY EXECUTE AND ATTEST SAID AGREEMENT AND AWARD; AND PROVIDING AN EFFECTIVE DATE.

Background:

BID RESULTS: The bids were opened 11/28/2018 local time. 18 companies received plan sets and were entered on the plan holders list. 5 bids were received.

<u>BIDDER</u>	<u>COST</u>	<u>SLEP</u>
Copper River Energy	\$172,846.11	

Engineer's Estimate

Parks & Recreation staff has reviewed the bids for accuracy, completeness and responsiveness. The lowest responsive bidder, Copper River Energy, has been contacted by Parks & Recreation staff and indicated that they would like to proceed with the project.

RECOMMENDATION: Finance and Administration and Parks & Recreation Departments recommend that FB 19-134 is awarded to the lowest responsive bidder, Copper River Energy, not to exceed \$172,846.11. Award of this contract is subject to compliance with

requirements.

Formal Body:

WHEREAS, Finance and Administration and Parks & Recreation Departments staff recommend award of FB 19-134: WEST PARK CENTER BRIDGE BANK REPAIRS , to the lowest, responsive bidder, Copper River Energy.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF BOISE CITY, IDAHO:

Section 1. That the Agreement and Award for FB 19-134: WEST PARK CENTER BRIDGE BANK REPAIRS by and between the City of Boise and Copper River Energy, attached hereto and incorporated herein by reference, be, and the same is hereby, approved as to both form and content.

Section 2. That the Mayor and City Clerk be, and they hereby are, authorized to respectively execute and attest said Agreement and Award for and on behalf of the City of Boise City

Section 3. That this Resolution shall be in full force and effect immediately upon its adoption and approval.

[Save](#) [Submit](#)

MinuteTraq RFP Recommend

Short Name: FB 19-134: WEST PARK CENTER BRIDGE BANK REPAIRS : Parks & Recreation:
Copper River Energy NTE \$172,846.11

Department = Purchasing **Initiator** = Colin **Target Meeting** = Tuesday @ 6:00 PM
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Save

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Background:

The Parks & Recreation Department solicited proposals to

BID RESULTS: The proposals were opened 11/28/2018 local time. 18 companies received plan sets and were entered on the plan holders list. 5 proposals were received.

<u>PROPOSER</u>	<u>SCORE</u>	<u>SLEP</u>
Copper River Energy	xx	

(### Points were available)

Parks & Recreation staff has reviewed the proposals for accuracy, completeness and responsiveness. The proposals were evaluated on the selection criteria included in the specification to rank the proposals. The best qualified/highest ranked proposer with significant local preference, Copper River Energy, has been contacted by Parks & Recreation staff and indicated that they would like to proceed with the project.

RECOMMENDATION: Finance and Administration and Parks & Recreation Departments recommend that FB 19-134 is awarded to the best qualified/highest ranked proposer with significant local preference, Copper River Energy, not to exceed \$172,846.11. Award of this contract is subject to compliance requirements.

Formal Body:

WHEREAS, Finance and Administration and Parks & Recreation Departments staff recommend award of FB 19-134 WEST PARK CENTER BRIDGE BANK REPAIRS , to the best qualified proposer, Copper River Energy.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF BOISE CITY, IDAHO:

Section 1. That the Agreement and Award for FB 19-134 WEST PARK CENTER BRIDGE BANK REPAIRS by and between the City of Boise and Copper River Energy, attached hereto and incorporated herein by reference, be, and the same is hereby, approved as to both form and content.

Section 2. That the Mayor and City Clerk be, and they hereby are, authorized to respectively execute and attest said Agreement and award for and on behalf of the City of Boise City.

Section 3. That this Resolution shall be in full force and effect immediately upon its adoption and approval.

[Save and Submit](#)

MinuteTraq RFP Recommend (Multiple Awarded)

Short Name: FB 19-134: WEST PARK CENTER BRIDGE BANK REPAIRS : Parks & Recreation:
Copper River Energy NTE \$172,846.11

Department = Purchasing **Initiator** = Colin **Target Meeting** = Tuesday @ 6:00 PM

Category = Formal Bid

Save

Attachments: Bid Specs (E), Addendum (E), Proposal, Contract

Financial Impact = Department has confirmed sufficient funding is available for this obligation.

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A RESOLUTION APPROVING AN AGREEMENT AND AWARD FOR FB 19-134: WEST PARK CENTER BRIDGE BANK REPAIRS , BETWEEN THE CITY OF BOISE CITY (PARKS & RECREATION DEPARTMENT) AND COPPER RIVER ENERGY; AUTHORIZING THE MAYOR AND CITY CLERK TO RESPECTIVELY EXECUTE AND ATTEST SAID AGREEMENT AND AWARD; AND PROVIDING AN EFFECTIVE DATE.

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The Parks & Recreation Department solicited proposals to

BID RESULTS: The proposals were opened 11/28/2018 local time. 18 companies received plan sets and were entered on the plan holders list. 5 proposals were received.

<u>PROPOSER</u>	<u>SCORE</u>	<u>SLEP</u>
Copper River Energy	xx	

(### Points were available)

Parks & Recreation staff has reviewed the proposals for accuracy, completeness and responsiveness. The proposals were evaluated on the selection criteria included in the specification to rank the proposals. The **# AWARDED** best qualified/highest ranked proposers with significant local preference, one of which is Copper River Energy, has been contacted by Parks & Recreation staff and indicated that they would like to proceed with the project.

RECOMMENDATION: Finance and Administration and Parks & Recreation Departments recommend that FB 19-134 is awarded to the best qualified/highest ranked proposers with significant local preference, one of which is Copper River Energy, not to exceed \$172,846.11. Award of this contract is subject to compliance requirements.

Formal Body:

WHEREAS, Finance and Administration and Parks & Recreation Departments staff recommend award of FB 19-134 to the best qualified proposer, Copper River Energy.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF BOISE CITY, IDAHO:

Section 1. That the Agreement and Award for FB 19-134 WEST PARK CENTER BRIDGE BANK REPAIRS by and between the City of Boise and Copper River Energy, attached hereto and incorporated herein by reference, be, and the same is hereby, approved as to both form and content.

Section 2. That the Mayor and City Clerk be, and they hereby are, authorized to respectively execute and attest said Agreement and award for and on behalf of the City of Boise City.

Section 3. That this Resolution shall be in full force and effect immediately upon its adoption and approval.

[Save and Submit](#)

CONSTRUCTION CONTRACT AGREEMENT
PURCHASING CONTRACT NUMBER FB 19-134

Project: WEST PARK CENTER BRIDGE BANK REPAIRS

Contractor: Copper River Energy

Owner: Parks & Recreation, City of Boise City,

THIS AGREEMENT is made this _____ day of _____, 2____, by and between the City of Boise City, an Idaho municipal corporation located in Ada County, hereinafter referred to as "Owner", and Copper River Energy, hereinafter referred to as "Contractor", duly authorized to do business in the State of Idaho.

1. Statement of Work. The Contractor shall furnish labor, material and equipment for, and perform the work described in the Contract Documents for the consideration stipulated, and in compliance with State and City Codes.

1.01. Contract Documents. "Contract Documents" consist of the following, together with any amendments that may be subsequently executed in accord with Paragraph 17 hereof, all of which are incorporated herein and together constitute the "Agreement":

Bid Proposal	Performance Bond
Construction Contract Agreement	Labor & Payment Bond
Specifications	Liability Insurance
Acknowledgements	Automobile Insurance
Property "All-Risk" Insurance	Workers' Compensation

1.02. Order of Precedence. The various provisions of the Contract Documents are intended to be complementary. However, in the event of a conflict between the terms and conditions of the Contract Documents, the terms of the latest applicable mutually executed amendment will take precedence, followed by the terms of this Construction Contract Agreement and then the terms of the Bid Proposal.

2. Amount of Contract. In an amount Not to Exceed: \$172,846.11

3. Term of Contract. The work to be performed under this Agreement shall commence upon receipt of Notice to Proceed as provided in the General Conditions, /*/*/*/ days substantial completion with a 365-day contract term, unless sooner terminated as herein provided.

4. Indemnification and Insurance. The Contractor shall indemnify and save and hold harmless the Owner from and for any and all losses, claims, actions, judgments for damages, or injury to persons or property and losses and expenses caused or incurred by the Contractor, its servants, agents, employees, guests, and business invitees, and not caused by or arising out of the tortious conduct of Owner or its employees. This provision shall be deemed to be a separate contract between the parties and shall survive any default, termination or forfeiture of this Agreement.

In addition, the Contractor shall maintain, and specifically agrees that it will maintain, throughout the term of this Agreement, liability insurance, in which the Owner shall be named an additional insured in the minimum amount as specified in the Idaho Tort Claims Act set forth in Title 6, Chapter 9 of the Idaho Code (currently, a minimum of \$500,000). The limits of insurance shall not be deemed a limitation of the covenants to indemnify and save and hold harmless Owner; and if Owner becomes liable for an amount in excess of the insurance limits, herein provided, the Contractor covenants and agrees to indemnify and save and hold harmless Owner from and for all such losses, claims, actions, or judgments for damages or liability to persons or property. The Contractor shall provide Owner with a Certificate of Insurance, or other proof of insurance evidencing compliance with the requirements of this paragraph and file such proof of insurance with the Owner. In the event the insurance minimums are changed, Contractor shall immediately submit proof of compliance with the changed limits.

Contractor shall maintain automobile insurance with a limit of no less than \$500,000 per occurrence for owned, non-owned and hired vehicles. If Contractor has no owned motor vehicles, then hired and non-owned motor vehicle liability coverage with limits not less than \$500,000 per accident for bodily injury and property damage is required. Where applicable, the City of Boise shall be named as an additional insured.

Contractor shall secure, pay for and maintain all-risk or special form builders risk insurance, covering risks of physical loss or damage to the Facility (including without limitation the transmission lines to the interconnection facilities, buildings, temporary structures, materials, supplies and equipment to be incorporated in the Work), from perils including, but not limited to, fire, collapse, flood, earth movement, lightning, collapse, testing, debris removal, demolition and increased cost of construction, expediting expense, extra expense and all other perils not specifically excluded under a standard "all-risk" or special form builders risk policy. Such insurance shall cover all property during construction and testing, and shall include the Owner, Design-Builder, Consultants, Contractors, and Subcontractors to the Project as insureds. The policy shall be written on a replacement cost basis and shall contain an agreed amount endorsement waiving any coinsurance penalty.

Additionally, the Contractor shall have and maintain during the life of this contract, statutory Workers Compensation, regardless of the number of employees, or lack thereof, to be engaged in work on the project under this agreement (including himself) in the statutory limits as required by law. In case any such work is sublet, the Contractor shall require the SubContractor provide Workers Compensation Insurance for himself and any/all the latter's employees to be engaged in such work. Proof of insurance must be provided to the owner prior to the start of work.

Proof of insurance shall be provided to City of Boise, **Purchasing**, P.O. Box 500, Boise, ID. 83701.

5. Independent Contractor. In all matters pertaining to this Agreement, the Contractor shall be acting as an independent contractor, and neither the Contractor nor any officer, employee or agent of the Contractor will be deemed an employee of City. The selection and designation of the personnel of the Owner in the performance of this Agreement shall be made by the Owner.

6. Compensation. For performing the services specified in Section 1 herein, Owner agrees to reimburse Contractor according to the attached bid specification. Payment will not include any sub-contract or other personal services pay except as may be agreed to in writing in advance by the parties. Change Orders may be issued, subject to Purchasing/Council approval.

7. Method of Payment. Contractor will invoice Parks & Recreation directly for all current amounts earned under this Agreement. Owner will pay all invoices within forty-five (45) days after receipt. Notwithstanding the forgoing, for projects involving federal funds or federal approval, the date of payment is contingent on the receipt of such funds or approval.

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

City of Boise
Parks & Recreation
1104 Royal Blvd, Boise, ID 83706
Boise, Idaho

Copper River Energy
7544 Lemhi Street, Suite #2
Boise, ID 83709

Either party may change their address for the purpose of this paragraph by giving written notice of such change to the other in the manner provided by Paragraph 17 herein.

9. Attorney Fees. Should any litigation be commenced between the parties hereto concerning this Agreement, the prevailing party shall be entitled, in addition to any other relief as may be granted, to court costs and reasonable attorneys' fees as determined by a Court of competent jurisdiction. This provision shall be deemed to be a separate contract between the parties and shall survive any default, termination or forfeiture of this Agreement.

10. Time is of the Essence. The parties hereto acknowledge and agree that time is strictly of the essence with respect to each and every term, condition and provision hereof, and that the failure to timely perform any of the obligations hereunder will constitute a breach of, and a default under, this Agreement by the party so failing to perform.

11. Force Majeure. No party shall be liable or responsible to the other party, nor be deemed to have defaulted under or breached this Agreement, for any delays in or failure of performance of any term of this Agreement when and to the extent such delays or failures of performance are caused by occurrences beyond the affected party's reasonable control, including but not limited to, acts of God or the public enemy; compliance with any order or request of any governmental authority; fires, floods, explosion, accidents; riots, strikes or other concerted acts of workmen, whether

direct or indirect; or any causes, whether or not of the same class or kind as those specifically named above, which are not within the reasonable control of the affected party. If any event of force majeure as herein defined occurs, the affected party shall be entitled to a reasonable extension of time for performance under this Agreement.

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

13. Discrimination Prohibited. In performing the Services required herein, the Contractor, sub-recipient, or subcontractor shall not discriminate against any person on the basis of race, color, religion, sex, sexual orientation, gender identity/expression, national origin or ancestry, age or disability. It is the Contractor's responsibility to ensure that the sub-contractor is in compliance with this section.

Further, if this is a Department of Transportation assisted contract, the Contractor shall carry out applicable requirements of 49 C.F.R. Part 26 in the award and administration of the contract. It is the Contractor's responsibility to ensure that all sub-contractors are in compliance with these requirements as well. Failure by the Contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the Owner deems appropriate.

14. Reports and Information. At such times and in such forms as Owner may require, there will be furnished to Owner by Contractor such statements, records, reports, data and information as Owner may request pertaining to matters covered by this Agreement.

15. Audits and Inspections. At any time during normal business hours and as often as the Owner may deem necessary, Contractor shall make available to the Owner for examination all of the Contractor's records with respect to all matters covered by this Agreement. The Contractor shall permit the Owner to audit, examine, and make excerpts or transcripts from such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, conditions of employment and other data relating to all matters covered by this Agreement.

16. Compliance with Laws. In performing the scope of services required hereunder, the Contractor shall comply with all applicable laws, ordinances, and codes of Federal, State, and local governments.

17. Changes. The Owner may, from time to time, request changes in the Scope of Work to be performed hereunder. Such changes, and any increase or decrease in the Contractor's compensation, shall be effective only if they are in the form of mutually executed written amendments to this Agreement.

18. Termination for Cause. If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if the Contractor shall violate any of the covenants, agreements, or stipulations of this Agreement, the Owner shall thereupon have the right to terminate this Agreement by giving written notice to

the Contractor of such termination and specifying the effective date thereof at least fifteen (15) days before the effective date of such termination. If this Agreement is terminated for cause, the Contractor shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder.

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

19. Termination for Convenience of City. Owner may terminate this Agreement at any time by giving at least fifteen (15) days notice in writing to the Contractor. If the Agreement is terminated by Owner as provided herein, Contractor will be paid an amount which bears the same ratio to the total compensation as the work actually performed bear to the total services of Contractor covered by this Agreement, less payments of compensation previously made. If this Agreement is terminated due to the fault of Contractor, Section 18 hereof relative to termination will apply.

20. Contractor to Pay or Secure Taxes. Per the considerations of Idaho Code § 63-1503, the Contractor agrees: 1) to pay promptly when due all taxes (other than on real property), excises and license fees due the state, its subdivisions, and municipal and quasi-municipal corporations therein, accrued or accruing during the term of this Agreement, whether or not the same shall be payable at the end of such term; 2) that if said taxes, excises and license fees are not payable at the end of said term, but liability for the payment thereof exists, even though the same constitute liens upon the Contractor's property, to secure the same to the satisfaction of the respective officers charged with the collection thereof; and 3) that, in the event of the Contractor's default in the payment or securing of such taxes, excises, and license fees, the Contractor consents that Owner may withhold from any payment due the Contractor hereunder the estimated amount of such accrued and accruing taxes, excises and license fees for the benefit of all taxing units to which the Contractor is liable.

21. Labor. To the extent permitted and consistent with any applicable federal labor preference laws, the Contractor will employ ninety-five percent (95%) bona fide Idaho residents to perform the work described in Paragraph 1 of this Agreement, except where Contractor employs fifty (50) or fewer persons for the work, in which case the Contractor may employ ten percent (10%) nonresidents pursuant to Title 44, Chapter 10, Idaho Code.

22. Severability. If any part of this Agreement is held to be invalid or unenforceable, such holding will not affect the validity or enforceability of any other part of this Agreement so long as the remainder of the Agreement is reasonably capable of completion.

23. Non-Appropriation. Should funding become not available, due to lack of appropriation, the Owner may terminate this agreement upon 30 (thirty) days notice.

24. Entire Agreement. This Agreement contains the entire agreement of the parties and supersedes any and all other agreements or understandings, oral or written, whether previous to the execution hereof or contemporaneous herewith.

25. Applicable Law. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Idaho, and the ordinances of the City of Boise.

26. Approval Required. This Agreement shall not become effective or binding until approved by the City of Boise. The individual executing this Agreement on behalf of Contractor warrants that he/she has Contractor's full authorization to do so and that his/her execution of this Agreement is in conformance with applicable legal and organizational authorities.

27. Acceptance and Final Payment. Upon receipt of notice that the work is ready for final acceptance and inspection, the Owner's representative will make such inspection and when he finds the work acceptable and the contract fully performed he will have the Contractor issue a final payment request.

28. No Third Party Beneficiary. This Agreement is intended to be solely between and for the benefit of Owner and Contractor. Nothing herein, express or implied, is intended to or shall confer any other person or entity any legal or equitable right, benefit, or remedy whatsoever under or by reason of this Agreement.

29. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, and such counterparts shall constitute one and the same instrument. A signed copy of this Agreement delivered by e-mail shall be deemed to have the same legal effect as delivery of an original signed version of this Agreement.

END OF AGREEMENT

FB 19-134

IN WITNESS WHEREOF, the City and the contractor/vendor have executed this Agreement as of the date first above written.

Copper River Energy
7544 Lemhi Street, Suite #2
Boise, ID 83709

Signature Date

Print Name

ACKNOWLEDGEMENT

State of _____)
) ss
County of _____)

On the ____ day of _____, _____, before me, the undersigned Notary Public, personally appeared _____, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that s/he executed the same.

IN WITNESS WHEREOF, I have set my hand and seal the day and year as above written.

Notary Public for Idaho

Residing at _____

Commission Expires: _____

(SEAL)

PURCHASING CONTRACT NUMBER FB 19-134

APPROVED AS TO FORM AND CONTENT:

Department Date

Purchasing Agent Date

Legal Department Date

Risk Management Date

CITY OF BOISE

APPROVED BY:

David H. Bieter, Mayor Date

ATTEST:

CONTRACT AMOUNT:
\$172,846.11

City Clerk Date

CONTRACTOR'S AFFIDAVIT CONCERNING TAXES

STATE OF _____)

COUNTY OF _____)

Pursuant to the Idaho Code, Title 63, Chapter 15, I, the above signed, being duly sworn, depose and certify that all taxes, excises and license fees due to taxing units in the State of Idaho, for which I or my property is liable then due or delinquent, have been paid, or secured to the satisfaction of the respective taxing units.

Tax ID# _____ (IF EIN IS NOT AVAILABLE, DO NOT INCLUDE SS#)

(Contractor Name)

(Address)

(City and State)

(Signature)

Subscribed and sworn to before me the _____ day of _____, 20_____.

(Notary Republic)

(City and State)

Commission Expires: _____

PERFORMANCE BOND

BOND NO. _____

KNOW ALL MEN BY THESE PRESENTS:

That _____
(Here insert the name and address or legal title of Contractor)

as Principal, hereinafter called Contractor, and _____,
and as Surety, hereinafter called Surety, held and firmly bond unto _____,

(Here insert name and address of legal title of the Owner)

as Obligee, hereinafter called Owner, in the amount of _____ Dollars
being 100% of the contract price in lawful money of the United States, for the
payment whereof Contractor and Surety bind themselves, their heirs,
executors, administrators, successors and assigns jointly and severally, firmly by
these presents.

WHEREAS, Contractor has by written agreement dated _____, 20__ enter into a contract
with Owner of _____
in accordance with drawings and specifications prepared by Parks & Recreation,
which contract is by reference made a part hereof, and is hereinafter referred to as the
Contract.

NOW THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Contractor will
promptly and faithfully perform said contract, then this obligation will be null and void;
otherwise it will remain in full force and effect.

The Surety hereby waives notices of any alteration or extension of time made by the
Owner.

Whenever Contractor will be, and is declared by Owner to be in default under the
Contract, the Owner's obligations hereunder, the Surety may promptly remedy the
default, or will promptly:

- 1) Complete the Contract in accordance with its terms and conditions, or
- 2) Obtain a bid or bids for submission to Owner for completing the Contract in
accordance with its terms and conditions, and upon determination by Owner and
Surety of the lowest responsive bidder, arrange for a contract between such bidder,
arrange for a contract between such bidder and Owner, and make available as
work progresses (even though there would be default or a succession of defaults
under the contract or contracts of completion arranged under this paragraph)
sufficient funds to pay the cost of completion less the balance of the contract price;
but not exceeding, including other costs and damages for which the Surety may be
liable hereunder, the amount set forth in the first paragraph, will mean the total
amount payable by Owner to Contractor under the Contract and any amendments

thereto, less the amount properly paid by Owner to Contractor.

Performance Bond (cont.)

Any suit under this bond must be instituted before the expiration of 2 years from the date on which final payment under the contract falls due.

No right of action will accrue on this bond to or for the use of any person or corporation other than the Owner named herein or the heirs, executors, administrators or successors of Owner.

Signed and Sealed this ____ day of _____, A.D. 20 _____

(Seal)

In the presence of: _____
(Principal)

(Title)

(Seal)

By: _____
(Surety)

(Title)

Note: This form or a reasonable facsimile is to be completed and delivered to City of Boise Purchasing Office when contracts are signed.

LABOR AND MATERIAL PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS:

That we _____
(Here insert the name and address or legal title of Contractor)

as Principal, and the _____ corporation,
as Surety, are held and firmly bound unto Boise City, a Municipal Corporation in the
State of Idaho.

As Obligee, in the sum of _____ Dollars,
being 100% of the contract price, in lawful money of the United States, for which sum,
we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly
and severally, by these presents.

WHEREAS, Contractor has by written agreement dated _____, 20____ enter into a contract

WHEREAS, on the _____ Day of _____, 20 _____, the principal entered into a
contract with the Obligee for _____

Which contract is by reference made a part hereof and, hereafter referred to as the
Contract:

NOW THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that, if the principal will
pay all laborers, mechanics, subcontractors, material suppliers and all persons who will
supply said Principal or said subcontractors with provisions and supplies for the carrying
on of such work, then this obligation will be null and void; otherwise to remain in full
force and effect.

Signed and Sealed this _____ **day of** _____, **A.D. 20** _____

Principal

Insurance Company

Attorney-in-Fact

By: _____

Note: this form or a reasonable facsimile is to be completed and delivered to City of
Boise Purchasing Office when contracts are signed.

PERSONAL SERVICES CONTRACT AGREEMENT
PURCHASING CONTRACT NUMBER FB 19-134

Project: WEST PARK CENTER BRIDGE BANK REPAIRS

Vendor: Copper River Energy

Owner: Parks & Recreation, City of Boise, Ada County, Idaho, a municipal corporation

THIS AGREEMENT, made this _____ day of _____, 2____, by and between the City of Boise, a municipal corporation organized under the laws of the State of Idaho, hereinafter referred to as "Owner", and Copper River Energy, hereinafter referred to as "Vendor", duly authorized to do business in the State of Idaho.

1. Statement of Work: The Vendor shall furnish labor, material and equipment for, and perform the work described herein for the consideration stipulated, and in compliance with State and City Codes. Contract documents consist of the following together with any amendments that may be agreed to in writing by both parties:

Bid Proposal	Performance Bond
Contract Agreement	Labor & Payment Bond
Specifications	Liability Insurance
Acknowledgements	Automobile Insurance
	Workers' Compensation

Services to be provided: **(Insert a brief summary of services to be provided.)**

2. Amount of Contract: In an amount Not to Exceed: \$172,846.11.

3. Time of Performance: All work and products described in the Scope of Work shall be completed within **(Insert # of Days)** days from the date hereof. The term may be modified by mutual written agreement of the parties.

4. Indemnification and Insurance: Vendor shall indemnify and save and hold harmless Owner from and for any and all losses, claims, actions, judgments for damages, or injury to persons or property and losses and expenses caused or incurred by Vendor, its servants, agents, employees, guests, and business invitees, and not caused by or arising out of the tortious conduct of Owner or its employees. In addition, Vendor shall maintain, and specifically agrees that it will maintain, throughout the term of this Agreement, liability insurance, in which the Owner shall be named an additional insured in the minimum amount as specified in the Idaho Tort Claims Act set forth in Title 6, Chapter 9 of the Idaho Code. The limits of insurance shall not be deemed a limitation of the covenants to indemnify and save and hold harmless Owner; and if Owner becomes liable for an amount in excess of the insurance limits, herein provided, Vendor covenants and agrees to indemnify and save and hold harmless Owner from and for all such losses, claims, actions, or judgments for damages or liability to persons or property. Vendor shall provide Owner with a Certificate of Insurance, or other proof of insurance evidencing Vendor's compliance with the requirements of this paragraph and file such proof of insurance with the Owner. In the event the insurance minimums

are changed, Vendor shall immediately submit proof of compliance with the changed limits.

Vendor shall maintain automobile insurance with a limit of no less than \$500,000 per occurrence for owned, non-owned and hired vehicles. If vendor has no owned motor vehicles, then hired and non-owned motor vehicle liability coverage with limits not less than \$500,000 per accident for bodily injury and property damage is required. Where applicable, the City of Boise shall be named as an additional insured.

Additionally, the Vendor shall have and maintain during the life of this contract, statutory Workers Compensation, regardless of the number of employees, or lack thereof, to be engaged in work on the project under this agreement (including himself) in the statutory limits as required by law. In case any such work is sublet, the Vendor shall require the SubContractor provide Workers Compensation Insurance for himself and any/all the latter's employees. Proof of insurance must be provided to Owner prior to the start of work.

Proof of all insurance shall be submitted to City of Boise, **Purchasing**, P.O. Box 500, Boise, ID. 83701.

5. Independent Vendor: In all matters pertaining to this agreement, Vendor shall be acting as an independent contractor, and neither Vendor, nor any officer, employee or agent of Vendor will be deemed an employee of City. The selection and designation of the personnel of the Owner in the performance of this agreement shall be made by the Owner.

6. Compensation: For performing the services specified in Section 1 herein, Owner agrees to reimburse Vendor according to the attached bid specification. Payment will not include any sub-contract or other personal services pay except as may be agreed to in writing in advance by the parties. Change Orders may be issued, subject to Purchasing/Council approval.

7. Method of Payment: Vendor will invoice Parks & Recreation directly for all current amounts earned under this Agreement. Owner will pay all invoices within forty-five (45) days after receipt.

8. Notices: Any and all notices required to be given by either of the parties hereto, unless otherwise stated in this agreement, shall be in writing and be deemed communicated when mailed in the United States mail, certified, return receipt requested, addressed as follows:

City of Boise

Parks & Recreation
1104 Royal Blvd, Boise, ID 83706
Boise, Idaho

Copper River Energy
7544 Lemhi Street, Suite #2
Boise, ID 83709

Either party may change their address for the purpose of this paragraph by giving

written notice of such change to the other in the manner herein provided.

9. Attorney Fees: Should any litigation be commenced between the parties hereto concerning this Agreement, the prevailing party shall be entitled, in addition to any other relief as may be granted, to court costs and reasonable attorneys' fees as determined by a Court of competent jurisdiction. This provision shall be deemed to be a separate contract between the parties and shall survive any default, termination, or forfeiture of this Agreement.

10. Time is of the Essence: The parties hereto acknowledge and agree that time is strictly of the essence with respect to each and every term, condition and provision hereof, and that the failure to timely perform any of the obligations hereunder shall constitute a breach of, and a default under, this Agreement by the party so failing to perform.

11. Force Majeure: Any delays in or failure of performance by Vendor shall not constitute a breach or default hereunder if and to the extent such delays or failures of performance are caused by occurrences beyond the reasonable control of Vendor, including but not limited to, acts of God or the public enemy; compliance with any order or request of any governmental authority; fires, floods, explosion, accidents; riots, strikes or other concerted acts of workmen, whether direct or indirect; or any causes, whether or not of the same class or kind as those specifically named above, which are not within the reasonable control of Vendor. In the event that any event of force majeure as herein defined occurs, Vendor shall be entitled to a reasonable extension of time for performance of its Services under this Agreement.

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

13. Discrimination Prohibited: In performing the Services required herein, the Contractor, sub-recipient, or subcontractor shall not discriminate against any person on the basis of race, color, religion, sex, sexual orientation, gender identity/expression, national origin or ancestry, age or disability. It is the Contractor's responsibility to ensure that the sub-contractor is in compliance with this section.

Further, if this is a Department of Transportation assisted contract, the Contractor shall carry out applicable requirements of 49 C.F.R. Part 26 in the award and administration of the contract. It is the Contractor's responsibility to ensure that all sub-contractors are in compliance with these requirements as well. Failure by the Contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the City deems appropriate.

14. Reports and Information: At such times and in such forms as the Owner may require, there shall be furnished to the Owner such statements, records, reports, data and information as the Owner may request pertaining to matters covered by this Agreement.

15. Audits and Inspections: At any time during normal business hours and as often as the Owner may deem necessary, there shall be made available to the Owner for examination all of Vendor's records with respect to all matters covered by this Agreement. Vendor shall permit the Owner to audit, examine, and make excerpts or transcripts from such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, conditions of employment and other data relating to all matters covered by this Agreement.

16. Compliance with Laws: In performing the scope of services required hereunder, Vendor shall comply with all applicable laws, ordinances, and codes of Federal, State, and local governments.

17. Changes: The Owner may, from time to time, request changes in the Scope of Work to be performed hereunder. Such changes, including any increase or decrease in Vendor's compensation, which are mutually agreed upon by and between the Owner and the vendor, shall be incorporated in written amendments to this Agreement.

18. Termination for Cause: If, through any cause, the vendor shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if the vendor shall violate any of the covenants, agreements, or stipulations of this Agreement, the Owner shall thereupon have the right to terminate this Agreement by giving written notice to the vendor of such termination and specifying the effective date thereof at least fifteen (15) days before the effective date of such termination. If this agreement is terminated for cause the vendor shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder.

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

19. Termination for Convenience of City: The Owner may terminate this Agreement at any time by giving at least fifteen (15) days notice in writing to the Vendor. If the Agreement is terminated by the Owner as provided herein, Vendor will be paid an amount which bears the same ratio to the total compensation as the services actually performed bear to the total services of Vendor covered by this Agreement, less payments of compensation previously made. If this Agreement is terminated due to the fault of Vendor, Section 18 hereof relative to termination shall apply.

20. Vendor to Pay or Secure Taxes: The Vendor in consideration of securing the business agrees: 1) To pay promptly when all taxes due (other than on real property), excises and license fees due the state, its subdivisions, and municipal and quasi-municipal corporations therein, accrued or accruing in accordance with conditions of this Agreement, whether or not the same shall be payable at the end of such term; 2) That if said taxes, excises and license fees are not payable at the end of said term, but liability for the payment thereof exists, even though the same constitute liens upon the

Vendor's property, to secure the same to the satisfaction of the respective officers charged with the collection thereof; and that; 3) That, in the event of default in the payment or securing of such taxes, excises, and license fees, that Boise City may withhold from any payment due the vendor hereunder the estimated amount of such accrued taxes, excises and license fees for the benefit of all taxing units to which said Vendor is liable.

21. Severability: If any part of this Agreement is held to be invalid or unenforceable, such holding will not affect the validity or enforceability of any other part of this Agreement so long as the remainder of the Agreement is reasonably capable of completion.

22. Non-Appropriation: Should funding become not available, due to lack of appropriation, the Owner may terminate this agreement upon 30 (thirty) days notice.

23. Renewal: This agreement shall not be valid for more than ***** from the date of approval by the Owner. This agreement is renewable upon mutual agreement by both parties. renewals shall be allowed.

24. Entire Agreement: This Agreement contains the entire agreement of the parties and supersedes any and all other agreements or understandings, oral or written, whether previous to the execution hereof or contemporaneous herewith.

25. Applicable Law. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Idaho, and the ordinances of the City of Boise.

26. Approval Required. This Agreement shall not become effective or binding until approved by the City of Boise.

27. Acceptance and Final Payment: Upon receipt of notice that the work is ready for final acceptance and inspection, the Owner's representative will make such inspection and when he finds the work acceptable and the contract fully performed he will have the Vendor issue a final payment request.

END OF AGREEMENT

FB 19-134

IN WITNESS WHEREOF, the City and the contractor/vendor have executed this Agreement as of the date first above written.

Copper River Energy
7544 Lemhi Street, Suite #2
Boise, ID 83709

Signature Date

Print Name

ACKNOWLEDGEMENT

State of _____)
) ss
County of _____)

On the ____ day of _____, _____, before me, the undersigned Notary Public, personally appeared _____, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that s/he executed the same.

IN WITNESS WHEREOF, I have set my hand and seal the day and year as above written.

Notary Public for Idaho

Residing at _____
Commission Expires: _____

(SEAL)

PURCHASING CONTRACT NUMBER FB 19-134

APPROVED AS TO FORM AND CONTENT:

Department Date

Purchasing Agent Date

Legal Department Date

Risk Management Date

CITY OF BOISE

APPROVED BY:

David H. Bieter, Mayor Date

ATTEST:

CONTRACT AMOUNT:
\$172,846.11

City Clerk Date

PROFESSIONAL SERVICES CONTRACT AGREEMENT

PURCHASING CONTRACT NUMBER FB 19-134

Project: WEST PARK CENTER BRIDGE BANK REPAIRS

Consultant: Copper River Energy

Owner: Parks & Recreation, City of Boise, Ada County, Idaho, a municipal corporation

THIS AGREEMENT, made this ___ day of _____, 2___, by and between the City of Boise, a municipal corporation organized under the laws of the State of Idaho, hereinafter referred to as "City", and Copper River Energy, hereinafter referred to as "Consultant", duly authorized to do business in the State of Idaho.

1. Scope of Services: Consultant shall perform all services, and comply in all respects, as described herein for the consideration stipulated, and in compliance with State and City Codes. Contract documents consist of the following together with any amendments that may be agreed to in writing by both parties:

- | | |
|--------------------|--|
| Bid Proposal | Liability Insurance |
| Contract Agreement | Automobile Insurance |
| Specifications | Workers' Compensation |
| Acknowledgement | Professional Liability Insurance (Errors & Omission) |

2. Time of Performance: All work and products described in the Scope of Services shall be completed within (**Insert # of Days**) days from the date hereof. The term may be modified by mutual written agreement of the parties.

3. Indemnification and Insurance: With respect to acts, errors or omissions in the performance of professional services, Consultant agrees to indemnify and hold harmless the City from and for any and all liability, losses, claims, actions, judgments for damages, or injury to persons or property and losses and expenses, including reasonable attorney fees, arising directly out of negligent acts, errors or omissions of Consultant, its servants, agents, employees, guests and business invitees, in the performance of its professional services under the terms of this contract

With respect to all acts or omissions which do not arise out of the performance of professional services including, but not limited to those acts or omissions normally covered by general and automobile liability insurance, Consultant agrees to indemnify and hold harmless the City from and for all liability, losses, claims, actions, judgments for damages, or injury to persons or property and losses and expenses, including reasonable attorney fees, caused or incurred by Consultant's rendering services under this contract; and not caused by or arising out of the tortious conduct of the City or its employees.

In addition, Consultant shall maintain, and specifically agrees that it will maintain, throughout the term of this Agreement, liability insurance, in which the City shall be named an additional insured in the minimum amount as specified in the Idaho Tort Claims Act set forth in Title 6, Chapter 9 of the Idaho Code. The limits of insurance shall not be deemed a limitation of the covenants to indemnify and save and hold harmless City; and if City becomes liable for an amount in excess of the insurance limits, herein provided, Consultant covenants and agrees to indemnify and save and hold harmless City from and for all such losses, claims, actions, or judgments for damages or liability to persons or property. Consultant shall provide City with a Certificate of Insurance, or

other proof of insurance evidencing Consultant's compliance with the requirements of this paragraph and file such proof of insurance with the City. In the event the insurance minimums are changed, Consultant shall immediately submit proof of compliance with the changed limits.

Consultant shall maintain automobile insurance with a limit of no less than \$500,000 per occurrence for owned, non-owned and hired vehicles. If Consultant has no owned motor vehicles, then hired and non-owned motor vehicle liability coverage with limits not less than \$500,000 per accident for bodily injury and property damage is required. Where applicable, the City of Boise shall be named as an additional insured.

Additionally, the Consultant shall have and maintain during the life of this contract, statutory Workers Compensation, regardless of the number of employees, or lack thereof, to be engaged in work on the project under this agreement (including himself) in the statutory limits as required by law. In case any such work is sublet, the Consultant shall require the SubConsultant to provide Workers Compensation Insurance for himself and any/all the latter's employees. It is mutually agreed and understood by the parties that the Consultant and the Consultant's employees, agents, servants, guests and business invitees, and are acting as independent Consultants and are in no way employees of the City.

4. Errors and Omission: Consultant will maintain Professional Liability Insurance with a minimum limit as specified in the Idaho Tort Claims Act as set forth in Title 6, Chapter 9 of Idaho Code (\$500,000).

Proof of all insurance shall be submitted to City of Boise, **Purchasing**, P.O. Box 500, Boise, ID. 83701.

5. Independent Consultant: In all matters pertaining to this agreement, Consultant shall be acting as an independent Consultant, and neither Consultant, nor any officer, employee or agent of Consultant will be deemed an employee of City. The selection and designation of the personnel of the City in the performance of this agreement shall be made by the City.

6. Compensation: For performing the services specified in Section 1 herein, the City agrees to pay THE SUM OF \$172,846.11, **Number and Written Form**), plus reimbursable direct expenses not to exceed **(Insert reimbursable amount)**. Reimbursable direct expenses shall include all direct travel expenses, including air fares, mileage at the rate of no more than **\$(Insert Dollar Amount)** per mile, taxi and other transfer fares, hotels, meals and other incidental expenses directly related to the performance of the services to be provided pursuant to this agreement, plus the purchase of any materials required for the performance of those services. They shall not include any sub-contract or other personal services except as may be agreed to in writing in advance by the parties. **Change Orders may be issued, subject to Purchasing/Council approval.**

7. Method of Payment: Consultant will invoice the Parks & Recreation, directly for all current amounts earned under this Agreement. City will pay all invoices within forty-five days after receipt.

8. Notices: Any and all notices required to be given by either of the parties hereto, unless otherwise stated in this agreement, shall be in writing and be deemed communicated when mailed in the United States mail, certified, return receipt requested, addressed as follows:

City of Boise
Parks & Recreation
1104 Royal Blvd, Boise, ID 83706
Boise, Idaho

Copper River Energy
7544 Lemhi Street, Suite #2
Boise, ID 83709

Either party may change their address for the purpose of this paragraph by giving written notice of such change to the other in the manner herein provided.

9. Attorney Fees: Should any litigation be commenced between the parties hereto concerning this Agreement, the prevailing party shall be entitled, in addition to any other relief as may be granted, to court costs and reasonable attorneys' fees as determined by a Court of competent jurisdiction. This provision shall be deemed to be a separate contract between the parties and shall survive any default, termination or forfeiture of this Agreement.

10. Time is of the Essence: The parties hereto acknowledge and agree that time is strictly of the essence with respect to each and every term, condition and provision hereof, and that the failure to timely perform any of the obligations hereunder shall constitute a breach of, and a default under, this Agreement by the party so failing to perform.

11. Force Majeure: Any delays in or failure of performance by Consultant shall not constitute a breach or default hereunder if and to the extent such delays or failures of performance are caused by occurrences beyond the reasonable control of Consultant, including but not limited to, acts of God or the public enemy; compliance with any order or request of any governmental authority; fires, floods, explosion, accidents; riots, strikes or other concerted acts of workmen, whether direct or indirect; or any causes, whether or not of the same class or kind as those specifically named above, which are not within the reasonable control of Consultant. In the event that any event of force majeure as herein defined occurs, Consultant shall be entitled to a reasonable extension of time for performance of its Services under this Agreement.

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

13. Discrimination Prohibited: In performing the Services required herein, the Contractor, sub-recipient, or subcontractor shall not discriminate against any person on the basis of race, color, religion, sex, sexual orientation, gender identity/expression, national origin or ancestry, age or disability. It is the Contractor's responsibility to ensure that the sub-contractor is in compliance with this section.

Further, if this is a Department of Transportation assisted contract, the Contractor shall carry out applicable requirements of 49 C.F.R. Part 26 in the award and administration of the contract. It is the Contractor's responsibility to ensure that all sub-contractors are in compliance with these requirements as well. Failure by the Contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the City deems appropriate.

14. Reports and Information: At such times and in such forms as the City may require, there shall be furnished to the City such statements, records, reports, data and information as the City may request pertaining to matters covered by this Agreement.

15. Audits and Inspections. At any time during normal business hours and as often as the City may deem necessary, there shall be made available to the City for examination all of Consultant's records with respect to all matters covered by this Agreement. Consultant shall permit the City to audit, examine, and make excerpts or transcripts from such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, conditions of employment and other data relating to all matters covered by this Agreement.

16. Publication, Reproduction and Use of Material: No material produced in whole or in part under this Agreement shall be subject to copyright in the United States or in any other country. The City shall have unrestricted authority to publish, disclose and otherwise use, in whole or in part, any reports, data or other materials prepared under this Agreement.

17. Compliance with Laws: In performing the scope of services required hereunder, Consultant shall comply with all applicable laws, ordinances, and codes of Federal, State, and local governments.

18. Changes: The City may, from time to time, request changes in the Scope of Services to be performed hereunder. Such changes, including any increase or decrease in the amount of Consultant's compensation, which are mutually agreed upon by and between the City and Consultant, shall be incorporated in written amendments to this Agreement.

19. Termination for Cause: If, through any cause, Consultant shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if Consultant shall violate any of the covenants, agreements, or stipulations of this Agreement, the City shall thereupon have the right to terminate this Agreement by giving written notice to Consultant of such termination and specifying the effective date thereof at least fifteen (15) days before the effective date of such termination. In such event, all finished or unfinished documents, data, maps, studies, surveys, drawings, models, photographs and reports prepared by Consultant under this Agreement shall, at the option of the City, become its property, and Consultant shall be entitled to receive just and equitable compensation for any work satisfactorily complete hereunder.

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

20. Termination for Convenience of City: The City may terminate this Agreement at any time by giving at least fifteen (15) days notice in writing to the Consultant. If the Agreement is terminated by the City as provided herein, Consultant will be paid an amount which bears the same ratio to the total compensation as the services actually performed bear to the total services of Consultant covered by this Agreement, less

payments of compensation previously made. If this Agreement is terminated due to the fault of Consultant, Section 19 hereof relative to termination shall apply.

21. Consultant to Pay or Secure Taxes: The Consultant in consideration of securing the business agrees: 1) To pay promptly when all taxes due (other than on real property), excises and license fees due the state, its subdivisions, and municipal and quasi-municipal corporations therein, accrued or accruing in accordance with conditions of this Agreement, whether or not the same shall be payable at the end of such term; 2) That if said taxes, excises and license fees are not payable at the end of said term, but liability for the payment thereof exists, even though the same constitute liens upon the Consultant's property, to secure the same to the satisfaction of the respective officers charged with the collection thereof; and that; 3) That, in the event of default in the payment or securing of such taxes, excises, and license fees, that City may withhold from any payment due the Consultant hereunder the estimated amount of such accrued taxes, excises and license fees for the benefit of all taxing units to which said Consultant is liable.

22. Severability: If any part of this Agreement is held to be invalid or unenforceable, such holding will not affect the validity or enforceability of any other part of this Agreement so long as the remainder of the Agreement is reasonably capable of completion.

23. Entire Agreement: This Agreement contains the entire agreement of the parties and supersedes any and all other agreements or understandings, oral or written, whether previous to the execution hereof or contemporaneous herewith.

24. Non-Appropriation: Should funding become not available, due to lack of appropriation, the City may terminate this agreement upon 30 (thirty) days' notice.

25. Applicable Law: This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Idaho, and the ordinances of the City of Boise.

26. Renewal: This agreement shall not be valid for more than ***** from the date of approval by the City. This agreement is renewable upon mutual agreement by both parties. renewals shall be allowed.

27. Approval Required: This Agreement shall not become effective or binding until approved by the City.

END OF AGREEMENT

FB 19-134

IN WITNESS WHEREOF, the City and the contractor/vendor have executed this Agreement as of the date first above written.

Copper River Energy
7544 Lemhi Street, Suite #2
Boise, ID 83709

Signature Date

Print Name

ACKNOWLEDGEMENT

State of _____)
 : ss
County of _____)

On this ____ day of _____, _____, before me, the undersigned Notary Public, personally appeared _____, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that s/he executed the same.

IN WITNESS WHEREOF, I have set my hand and seal the day and year as above written.

Notary Public for Idaho

Residing at _____
Commission Expires: _____

(SEAL)

FB 19-134

APPROVED AS TO FORM AND CONTENT:

Department Date

Purchasing Agent Date

Legal Department Date

Risk Management Date

CITY OF BOISE

APPROVED BY:

David H. Bieter, Mayor Date

ATTEST:

CONTRACT AMOUNT:
\$172,846.11

City Clerk Date

GOODS/EQUIPMENT CONTRACT
ADDITIONAL TERMS THAT YOU MAY ADD TO ATTACHED CONTRACT
(Work with your Department Purchasing Specialist if you have questions)

EXAMPLE OPTIONS:

1. Add these options after #2 on the contract

Delivery Time: Delivery time is _____ after receipt of order.

Guarantee: Vendor will guarantee their product will meet or exceed the minimum specifications set forth in their proposal. If the City finds that the product delivered does not conform to these specifications, the vendor will be required, at their expense, to make all corrections necessary to bring the unit into compliance.

Price Guarantee: The price in vendor proposal will remain in effect for the length of the contract.

Quality and Workmanship: The design of the _____ will embody the latest approved _____ engineering practices. The workmanship will be of the highest quality in its respective field. Special consideration will be given to the following points: (add points if applicable)

Warranty: Vendor shall warranty all supplied products for full, new product replacement against defects in materials. Should the product be deemed defective by Owner, Vendor shall replace defective product at no cost or delay of time to Owner.

2. Add this option after first paragraph of #3 on the contract

Product Liability Insurance: Vendor will, during the performance of the contract and for _____ years following acceptance of the product, keep in force at least the following minimum limits of product liability insurance: (if applicable)

Products/Completed Operations	\$1,000,000.00 in Aggregate
Personal and Advertising injury	\$1,000,000.00 for Each Occurrence

Coverage will be written on either a Commercial or Comprehensive General Liability form. The policy will be written on an occurrence form and will include Contractual Liability coverage. The policy will include the City of Boise as an additional insured.

The required limits can be provided by one or more policies provided all other insurance requirements are met.

GOODS/EQUIPMENT CONTRACT AGREEMENT
PURCHASING CONTRACT NUMBER FB 19-134

Project: WEST PARK CENTER BRIDGE BANK REPAIRS

Vendor: Copper River Energy

Owner: Parks & Recreation, City of Boise, Ada County, Idaho, a municipal corporation

THIS AGREEMENT, made this _____ day of _____, 2____, by and between the City of Boise, a municipal corporation organized under the laws of the State of Idaho, hereinafter referred to as "Owner", and Copper River Energy, hereinafter referred to as "Vendor", duly authorized to do business in the State of Idaho.

1. Statement of Work: The Vendor shall furnish labor, material and equipment for, and perform the work described herein for the consideration stipulated, and in compliance with State and City Codes. Contract documents consist of the following together with any amendments that may be agreed to in writing by both parties:

Bid Proposal	Automobile Insurance
Contract Agreement	Workers' Compensation
Specifications	Liability Insurance
Acknowledgements	

2. Amount of Contract: In an amount Not to Exceed: \$172,846.11.

3. Indemnification and Insurance: Vendor shall indemnify and save and hold harmless Owner from and for any and all losses, claims, actions, judgments for damages, or injury to persons or property and losses and expenses caused or incurred by Vendor, its servants, agents, employees, guests, and business invitees, and not caused by or arising out of the tortious conduct of Owner or its employees. In addition, Vendor shall maintain, and specifically agrees that it will maintain, throughout the term of this Agreement, liability insurance, in which the Owner shall be named an additional insured in the minimum amount as specified in the Idaho Tort Claims Act set forth in Title 6, Chapter 9 of the Idaho Code. The limits of insurance shall not be deemed a limitation of the covenants to indemnify and save and hold harmless Owner; and if Owner becomes liable for an amount in excess of the insurance limits, herein provided, Vendor covenants and agrees to indemnify and save and hold harmless Owner from and for all such losses, claims, actions, or judgments for damages or liability to persons or property. Vendor shall provide Owner with a Certificate of Insurance, or other proof of insurance evidencing Vendor's compliance with the requirements of this paragraph and file such proof of insurance with the Owner. In the event the insurance minimums are changed, Vendor shall immediately submit proof of compliance with the changed limits.

Vendor shall maintain automobile insurance with a limit of no less than \$500,000 per occurrence for owned, non-owned and hired vehicles. If vendor has no owned motor vehicles, then hired and non-owned motor vehicle liability coverage with limits not less than \$500,000 per accident for bodily injury and property damage is required. Where applicable, the City of Boise shall be named as an additional insured.

Additionally, the Vendor shall have and maintain during the life of this contract, statutory Workers Compensation, regardless of the number of employees, or lack thereof, to be engaged in work on the project under this agreement (including himself) in the statutory limits as required by law. In case any such work is sublet, the Vendor shall require the subcontractor provide Workers Compensation Insurance for himself and any/all the latter's employees. Proof of insurance must be provided to Owner prior to the start of work.

Proof of all insurance shall be submitted to City of Boise, **Purchasing**, P.O. Box 500, Boise, ID. 83701.

4. Independent Vendor: In all matters pertaining to this agreement, Vendor shall be acting as an independent contractor, and neither Vendor, nor any officer, employee or agent of Vendor will be deemed an employee of City. The selection and designation of the personnel of the Owner in the performance of this agreement shall be made by the Owner.

5. Compensation: For performing the services specified in Section 1 herein, Owner agrees to reimburse Vendor according to the attached bid specification. Payment will not include any sub-contract or other personal services pay except as may be agreed to in writing in advance by the parties. Change Orders may be issued, subject to Purchasing/Council approval.

6. Method of Payment: Vendor will invoice the **Parks & Recreation** directly for all current amounts earned under this Agreement. Owner will pay all invoices within forty-five (45) days after receipt.

7. Notices: Any and all notices required to be given by either of the parties hereto, unless otherwise stated in this agreement, shall be in writing and be deemed communicated when mailed in the United States mail, certified, return receipt requested, addressed as follows:

City of Boise
Parks & Recreation

PO Box 500
Boise, Idaho 83701-0500

Copper River Energy
7544 Lemhi Street, Suite
#2
Boise, ID 83709

Either party may change their address for the purpose of this paragraph by giving written notice of such change to the other in the manner herein provided.

8. Attorney Fees: Should any litigation be commenced between the parties hereto concerning this Agreement, the prevailing party shall be entitled, in addition to any other relief as may be granted, to court costs and reasonable attorneys' fees as determined by a Court of competent jurisdiction. This provision shall be deemed to be a separate contract between the parties and shall survive any default, termination, or forfeiture of this Agreement.

9. Time is of the Essence: The parties hereto acknowledge and agree that time is strictly of the essence with respect to each and every term, condition and provision hereof, and that the failure to timely perform any of the obligations hereunder shall constitute a breach of, and a default under, this Agreement by the party so failing to

perform.

10. Force Majeure: Any delays in or failure of performance by Vendor shall not constitute a breach or default hereunder if and to the extent such delays or failures of performance are caused by occurrences beyond the reasonable control of Vendor, including but not limited to, acts of God or the public enemy; compliance with any order or request of any governmental authority; fires, floods, explosion, accidents; riots, strikes or other concerted acts of workmen, whether direct or indirect; or any causes, whether or not of the same class or kind as those specifically named above, which are not within the reasonable control of Vendor. In the event that any event of force majeure as herein defined occurs, Vendor shall be entitled to a reasonable extension of time for performance of its Services under this Agreement.

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

12. Discrimination Prohibited: In performing the Services required herein, the Contractor, sub-recipient, or subcontractor shall not discriminate against any person on the basis of race, color, religion, sex, sexual orientation, gender identity/expression, national origin or ancestry, age or disability. It is the Contractor's responsibility to ensure that the sub-contractor is in compliance with this section.

Further, if this is a Department of Transportation assisted contract, the Contractor shall carry out applicable requirements of 49 C.F.R. Part 26 in the award and administration of the contract. It is the Contractor's responsibility to ensure that all sub-contractors are in compliance with these requirements as well. Failure by the Contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the City deems appropriate.

13. Reports and Information: At such times and in such forms as the Owner may require, there shall be furnished to the Owner such statements, records, reports, data and information as the Owner may request pertaining to matters covered by this Agreement.

14. Audits and Inspections: At any time during normal business hours and as often as the Owner may deem necessary, there shall be made available to the Owner for examination all of Vendor's records with respect to all matters covered by this Agreement. Vendor shall permit the Owner to audit, examine, and make excerpts or transcripts from such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, conditions of employment and other data relating to all matters covered by this Agreement.

15. Compliance with Laws: In performing the scope of services required hereunder, Vendor shall comply with all applicable laws, ordinances, and codes of Federal, State, and local governments.

16. Changes: The Owner may, from time to time, request changes in the Scope of Work to be performed hereunder. Such changes, including any increase or decrease in Vendor's compensation, which are mutually agreed upon by and between the Owner and the vendor, shall be incorporated in written amendments to this Agreement.

17. Termination for Cause: If, through any cause, the vendor shall fail to fulfill in a timely

and proper manner its obligations under this Agreement, or if the vendor shall violate any of the covenants, agreements, or stipulations of this Agreement, the Owner shall thereupon have the right to terminate this Agreement by giving written notice to the vendor of such termination and specifying the effective date thereof at least fifteen (15) days before the effective date of such termination. If this agreement is terminated for cause the vendor shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder.

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

18. Termination for Convenience of City: The Owner may terminate this Agreement at any time by giving at least fifteen (15) days' notice in writing to the Vendor. If the Agreement is terminated by the Owner as provided herein, Vendor will be paid an amount which bears the same ratio to the total compensation as the services actually performed bear to the total services of Vendor covered by this Agreement, less payments of compensation previously made. If this Agreement is terminated due to the fault of Vendor, Section 17 hereof relative to termination shall apply.

19. Vendor to Pay or Secure Taxes: The Vendor in consideration of securing the business agrees: 1) To pay promptly when all taxes due (other than on real property), excises and license fees due the state, its subdivisions, and municipal and quasi-municipal corporations therein, accrued or accruing in accordance with conditions of this Agreement, whether or not the same shall be payable at the end of such term; 2) That if said taxes, excises and license fees are not payable at the end of said term, but liability for the payment thereof exists, even though the same constitute liens upon the Vendor's property, to secure the same to the satisfaction of the respective officers charged with the collection thereof; and that; 3) That, in the event of default in the payment or securing of such taxes, excises, and license fees, that Boise City may withhold from any payment due the vendor hereunder the estimated amount of such accrued taxes, excises and license fees for the benefit of all taxing units to which said Vendor is liable.

20. Severability: If any part of this Agreement is held to be invalid or unenforceable, such holding will not affect the validity or enforceability of any other part of this Agreement so long as the remainder of the Agreement is reasonably capable of completion.

21. Non-Appropriation: Should funding become not available, due to lack of appropriation, the Owner may terminate this agreement upon 30 (thirty) days' notice.

22. Term: This agreement shall not be valid for more than One Year from the date of approval by the Owner.

23. Entire Agreement: This Agreement contains the entire agreement of the parties and supersedes any and all other agreements or understandings, oral or written, whether previous to the execution hereof or contemporaneous herewith.

24. Applicable Law: This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Idaho, and the ordinances of the City of Boise.

25. Approval Required: This Agreement shall not become effective or binding until approved by the City of Boise.

26. Acceptance and Final Payment: Upon receipt of notice that the material and/or equipment is ready for final acceptance and inspection, the Owner's representative will make such inspection and when he finds the work acceptable and the contract fully performed he will have the Vendor issue a final payment request.

END OF AGREEMENT

IN WITNESS WHEREOF, the City and the contractor/vendor have executed this Agreement as of the date first above written.

Copper River Energy
7544 Lemhi Street, Suite #2
Boise, ID 83709

Signature Date

Print Name

ACKNOWLEDGMENT

State of Idaho)
) : ss.
County of _____)

On the ____ day of _____, _____, before me, the undersigned Notary Public, personally appeared _____, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that s/he executed the same.

IN WITNESS WHEREOF, I have set my hand and seal the day and year as above written.

Notary Public for Idaho

Residing at _____
Commission Expires: _____

(SEAL)

APPROVED AS TO FORM AND CONTENT:

Department Date

Purchasing Agent Date

Legal Department Date

Risk Management Date

CITY OF BOISE

APPROVED BY:

David H. Bieter, Mayor Date

ATTEST:

CONTRACT AMOUNT:
\$172,846.11

City Clerk Date

CONTRACTOR'S AFFIDAVIT CONCERNING TAXES

STATE OF _____)

COUNTY OF _____)

Pursuant to the Idaho Code, Title 63, Chapter 15, I, the above signed, being duly sworn, depose and certify that all taxes, excises and license fees due to taxing units in the State of Idaho, for which I or my property is liable then due or delinquent, have been paid, or secured to the satisfaction of the respective taxing units.

(Contractor Name)

(Address)

(City and State)

(Signature)

Subscribed and sworn to before me the _____ day of _____, 20____.

(Notary Republic)

(City and State)

Commission Expires: _____

PERFORMANCE BOND

BOND NO. _____

KNOW ALL MEN BY THESE PRESENTS:

That _____
(Here insert the name and address or legal title of Contractor)

as Principal, hereinafter called Contractor, and _____

and as Surety, hereinafter called Surety, held and firmly bond unto _____

(Here insert name and address of legal title of the Owner)

as Obligee, hereinafter called Owner, in the amount of _____ Dollars
being 100% of the contract price in lawful money of the United States, for the payment
whereof Contractor and Surety bind themselves, their heirs, executors, administrators,
successors and assigns jointly and severally, firmly by these presents.

WHEREAS, Contractor has by written agreement dated _____, 20____ enter into a contract
with Owner of _____
in accordance with drawings and specifications prepared by Parks & Recreation, which
contract is by reference made a part hereof, and is hereinafter referred to as the
Contract.

NOW THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Contractor will
promptly and faithfully perform said contract, then this obligation will be null and void;
otherwise it will remain in full force and effect.

The Surety hereby waives notices of any alteration or extension of time made by the
Owner.

Whenever Contractor will be, and is declared by Owner to be in default under the
Contract, the Owner's obligations hereunder, the Surety may promptly remedy the
default, or will promptly:

- 1) Complete the Contract in accordance with its terms and conditions, or
- 2) Obtain a bid or bids for submission to Owner for completing the Contract in
accordance with its terms and conditions, and upon determination by Owner and
Surety of the lowest responsive bidder, arrange for a contract between such bidder,
arrange for a contract between such bidder and Owner, and make available as work
progresses (even though there would be default or a succession of defaults under the
contract or contracts of completion arranged under this paragraph) sufficient funds to
pay the cost of completion less the balance of the contract price; but not exceeding,
including other costs and damages for which the Surety may be liable hereunder, the
amount set forth in the first paragraph, will mean the total amount payable by Owner
to Contractor under the Contract and any amendments thereto, less the amount
properly paid by Owner to Contractor.

Performance Bond (cont.)

Any suit under this bond must be instituted before the expiration of 2 years from the date on which final payment under the contract falls due.

No right of action will accrue on this bond to or for the use of any person or corporation other than the Owner named herein or the heirs, executors, administrators or successors of Owner.

Signed and Sealed this ____ day of _____, A.D. 20 _____

(Seal)

In the presence of: _____
(Principal)

(Title)

(Seal)

By: _____
(Surety)

(Title)

Note: This form or a reasonable facsimile is to be completed and delivered to City of Boise Purchasing Office when contracts are signed.

LABOR AND MATERIAL PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS:

That we _____
(Here insert the name and address or legal title of Contractor)

as Principal, and the _____ corporation,
as Surety, are held and firmly bound unto Boise City, a Municipal Corporation in the State
of Idaho.

As Obligee, in the sum of _____ Dollars,
being 100% of the contract price, in lawful money of the United States, for which sum, we
bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and
severally, by these presents.

WHEREAS, Contractor has by written agreement dated _____, 20____ enter into a contract

WHEREAS, on the _____ Day of _____, 20 _____, the principal entered into a
contract with the Obligee for _____

Which contract is by reference made a part hereof and, hereafter referred to as the
Contract:

NOW THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that, if the principal will pay
all laborers, mechanics, subcontractors, material suppliers and all persons who will supply
said Principal or said subcontractors with provisions and supplies for the carrying on of such
work, then this obligation will be null and void; otherwise to remain in full force and effect.

Signed and Sealed this _____ **day of** _____, **A.D. 20** _____

_____ Principal

_____ Insurance Company

_____ Attorney-in-Fact

By: _____

Note: this form or a reasonable facsimile is to be completed and delivered to City of Boise
Purchasing Office when contracts are signed.