

**CANYON COUNTY AGREEMENT FOR
GEORGE W. NOURSE GUN RANGE PERIMETER FENCE PROJECT**

CANYON COUNTY, IDAHO

THIS AGREEMENT is made this 29th day of April _____, 2025, between Peak Fence
_____, having a local address 13236 Greenwell Ln Caldwell Idaho 83607
(hereinafter "VENDOR") and Canyon County, a political subdivision of the state of Idaho,
having offices at 1115 Albany Street, Caldwell, Idaho 83605 (hereinafter "COUNTY").

WHEREAS, COUNTY issued solicitation of bids pursuant to procedures provided by Idaho Code Section 67-2805(1) for the purpose of identifying the lowest responsive bid for the 2025 George Nourse Gun Range Perimeter Fence Project (hereinafter "Project") and more specifically, the purchase of fencing materials (hereinafter "Product") and the professional installation of fence around the perimeter of the George W. Nourse Gun Range (hereinafter "Services"); and

WHEREAS, COUNTY has determined that VENDOR's bid to supply Product and provide Services was the lowest responsive bid received for this Project and that funds sufficient to complete the purchase of Product and complete such Services related to Project have been duly appropriated for expenditure in FY2025.

NOW THEREFORE, in consideration of the mutual promises contained herein, the Parties hereby understand and agree as follows:

1. PURCHASE & SERVICES:

- 1.1 COUNTY agrees to purchase Product from VENDOR meeting the specifications and requirements of the Solicitation of Bids and its Attachments, issued by the Board of County Commissioners on April 8, 2025, attached hereto as Attachment 1.
- 1.2 COUNTY hereby employs VENDOR as an independent contractor to complete the Project. VENDOR agrees to provide all materials and perform all services for the project as requested by the COUNTY and in accordance with Attachment 1 and VENDOR's bid, attached hereto as Attachment 2 and incorporated fully by reference.
- 1.3 COUNTY agrees to pay VENDOR the amount of _____
(\$ \$123,853) for said Product and Services in accordance with the

**CANYON COUNTY AGREEMENT FOR GEORGE W. NOURSE
GUN RANGE PERIMETER FENCE EQUIPMENT AND INSTALLATION**

COUNTY's Claim and Payment Procedure. VENDOR shall invoice COUNTY for Product and Services. Invoices shall certify that payment is for work, materials, equipment or supplies actually performed or actually installed in furtherance of the Project, and shall reflect a five (5%) percent retainage to be paid upon Project completion and acceptance.

- 1.4 VENDOR shall submit their invoices to:

Rick Britton, Director
Canyon County Facilities & Maintenance
1115 Albany Street
Caldwell, Idaho 83605

2. **VENDOR REPRESENTATIONS:**

- 2.1 VENDOR guarantees that Product and Services shall meet all specifications and requirements of the Invitation for Bids and be a good merchantable quality. VENDOR shall be liable to COUNTY for not meeting the specifications and requirements of the Invitation for Bids.
- 2.2 VENDOR represents that neither it nor any of its principals is related to a County Commissioner or other Canyon County official by blood or marriage within the second degree of kindred. VENDOR agrees to comply with all federal, state, city, and local laws, rules and regulations.
- 2.3 VENDOR understands that COUNTY is exempt from payment of Federal Excise Tax under Certificate No. 82-6000-290 and none shall be charged to COUNTY.
- 2.4 VENDOR has reviewed the site layout plan and become familiar with and satisfied as to the general, local, and site conditions that may affect cost, progress, and performance of the Project.
- 2.5 The Project specifications and this contract sufficiently detail the work required and convey understanding of all terms and conditions for performance and furnishing of the work.

3. **TIME OF PERFORMANCE:**

- 3.1 Time is of the essence in the performance of the work as specified in this Agreement.

- 3.2 The parties intend the project to take 3.5 weeks, with a tentative starting date of May 13th 2025, to be complete by, June 8th 2025. However, the term of 19 working days after the COUNTY completes its security background checks of VENDOR's personnel assigned to this Project before the start date and _____ week completion time begins.

4. INSURANCE:

- 4.1 VENDOR agrees to obtain and keep in force during its acts under this Agreement insurance as required by the IFB, including but not limited to a comprehensive general liability insurance policy in the minimum amount of \$1,000,000.00 per occurrence and \$2,000,000.00 in the aggregate, which shall name as additional insured and protect COUNTY, and its officers, agents and employees, from and against any and all claims, losses, actions, and judgments for damages or injury to persons or property arising out of or in connection with VENDOR 's acts.
- 4.2 VENDOR shall provide proof of liability coverage, as set forth above, to COUNTY prior to commencing its performance as herein provided, and is required to notify COUNTY ten (10) days prior to cancellation of said policy.
- 4.3 VENDOR shall maintain in full force and effect worker's compensation for VENDOR and any agents, employees, and staff that VENDOR may employ, and provide proof to COUNTY of such coverage or that such worker's compensation insurance is not required under the circumstances.

5. INDEMNIFICATION:

- 5.1 VENDOR agrees to indemnify, defend, and hold harmless COUNTY, and its officers, agents and employees, from and against any and all claims, losses, actions, or judgments for damages or injury to persons or property arising out of or in connection with the acts and/or any performances or activities of VENDOR, VENDOR's agents, employees, or representatives under this Agreement.

6. **INDEPENDENT CONTRACTOR:**

- 6.1 The parties agree that VENDOR is the independent contractor of COUNTY and in no way an employee or agent of COUNTY and is not entitled to worker's compensation or any benefit of employment with COUNTY.
- 6.2 COUNTY shall have no control over the performance of the Agreement by VENDOR or its employees, except to specify the time and place of performance, and the results to be achieved. COUNTY shall have no responsibility for security or protection of VENDOR supplies or equipment.

7. **Miscellaneous:**

- 7.1 CONTROLLING LAW: This Agreement shall be interpreted, and rights of the Parties determined, under the laws of the state of Idaho. The venue of any claim, litigation, or cause of action between the Parties shall be in the Third Judicial District Court of the state of Idaho in Canyon County.

- 7.2 LEGISLATIVELY MANDATED CERTIFICATION CONCERNING BOYCOTT OF ISRAEL:

VENDOR must select and initial at least one of the following certifications:

☒ Pursuant to Idaho Code § 67-2346, VENDOR certifies that it "is not currently engaged in, and will not for the duration of the contract engage in, a boycott of goods or services from Israel or territories under its control." The terms in this section defined in Idaho Code § 67-2346 shall have the meaning defined therein.

☐ VENDOR certifies that County's payments under the Contract will not exceed One Hundred Thousand Dollars (\$100,000).

☒ VENDOR certifies that VENDOR does not employ more than nine persons.

- 7.3 LEGISLATIVELY MANDATED CERTIFICATION CONCERNING COMPANIES OWNED OR OPERATED BY THE GOVERNMENT OF CHINA.

Pursuant to Idaho Code § 67-2359, VENDOR hereby certifies that it "is not currently owned or operated by the government of China and will not for the duration of the contract be owned or operated by the government of

China." The terms in this section defined in Idaho Code § 67-2359 shall have the meaning defined therein.

- 7.4 SEVERABILITY: The terms of this Agreement are severable. Should a court of competent jurisdiction decide that any portion of this Agreement is unlawful or invalid, said decision shall only affect those specific sections and the remaining portions of this Agreement shall remain in full force and effect.
- 7.5 TERMINATION: In the event any provision of this Agreement is violated at any time by either party, either party may terminate this agreement by a written notice of termination given to the other party.
- 7.6 ENTIRE AGREEMENT: This is the entire agreement of the parties and can only be modified or amended in writing by the parties.
- 7.7 ATTORNEY'S FEES: Reasonable attorney's fees shall be awarded to the prevailing party in any action to enforce this Agreement.

VENDOR: *PEAK FENCE

Sterling Mortensen / CEO

Name/title (please print)

Sterling Mortensen

Signature

STATE OF IDAHO)
) ss.
County of _____)

On this ____ day of _____, 2025, before me, a notary public, personally appeared _____, known or identified to me to be the _____ for *, whose name is subscribed to the within instrument, and acknowledged to me that said corporation executed the same.

(SEAL)

Notary Public for Idaho

Residing at: _____

My Commission Expires: _____

DATED this 29th day of April, 2025.

CANYON COUNTY BOARD OF COMMISSIONERS

☒ Motion Carried Unanimously
☐ Motion Carried/Split Vote Below
☐ Motion Defeated/Split Vote Below

	Yes	No	Did Not Vote
_____ Commissioner Leslie Van Beek	_____	_____	_____
<u>Brad Holton</u> _____ Commissioner Brad Holton	<u>X</u>	_____	_____
<u>Zach Brooks</u> _____ Commissioner Zach Brooks	<u>X</u>	_____	_____

ATTEST: RICK HOGABOAM, CLERK

By: J Ross
Deputy Clerk

1904

1904

1904



CANYON COUNTY COMMISSIONERS

Leslie Van Beek
District I

Brad Holton
District II

Zach Brooks
District III

1115 Albany ❖ Caldwell, Idaho 83605 ❖ Telephone: (208) 454-7507 ❖ Fax: (208) 454-7336

April 8, 2025

SENT VIA EMAIL

Anvil Fence
Attn: Sherman Leibow
106 East 46th Place
Garden City, Idaho 83714
office@anvilfence.com

Butte Fence
Attn: Ben Jackson
5233 West Franklin Road
Meridian, Idaho 83642
info@buttefence.com

Cascade Fence Co. Inc.
Attn: Anthony Singett
151 North Linder Road
Meridian, Idaho 83642
cascadefence@gwestoffice.net

Peak Fence
13236 Greenwell Lane
Caldwell, Idaho 83607
morty@peakfenceidaho.com

Re: 2025 George W. Nourse Gun Range Perimeter Fence Project

Dear Vendors:

Canyon County and its Department of Facilities and Maintenance, pursuant to procedures provided by Idaho Code § 67-2805(1), hereby solicit bids for fencing materials and the professional installation of the fence around the perimeter of the George W. Nourse Gun Range located at 16802 Nash Road, Nampa, Idaho 83686. Desired installation layout of the fence is the illustrated in Exhibit 1, affixed hereto.

Fencing will be approximately Two Thousand Six Hundred Thirty-Four (2,634) linear feet and include the following:

1. Fabric and Posts

- Ten (10) feet tall Commercial Grade Chain Link Fence Materials
- Concrete for chain link
- Galvanized

2. Slide Gates

- Cantilever Gate removal
- New Cantilever Gate 10Ft x 18Ft w/ New Nylon Rollers
- New Cantilever Gate 10Ft x 30Ft w/ New Nylon Rollers

All materials listed shall come with professional installation. Vendors are invited to mitigate any inability to meet any of the following specifications by written explanation of its offered substitutes or functional equivalents.

In addition to a demonstrated ability to professionally provide the specified work, the selected contractor must offer the lowest responsive bid and:

- Be licensed to do business in Idaho and furnish satisfactory evidence that he has paid or secured all taxes for which he or his property is liable then due or delinquent;
- Obtain and maintain all necessary licenses (public works contractor not required pursuant to Idaho Code § 54-1903(4)), permits, and other authorizations necessary to perform the required work;
- Maintain worker's compensation and employer's liability insurance in an amount equal to, or in excess of, statutory limits;
- Maintain comprehensive and liability insurance in the amount of \$1,000,000.00 on all vehicles operated in furtherance of the project and name Canyon County as an additional insured on the insurance policy;
- Maintain commercial general liability insurance in the amount of \$1,000,000.00 per occurrence and \$2,000,000.00 in the aggregate and name Canyon County as an additional insured on the insurance policy;
- Be prepared to agree to and comply with Canyon County's proposed Contract affixed hereto as Exhibit 2 and incorporated by reference;
- Provide a written history to Canyon County detailing any judgment, claim or suit pending or outstanding against your firm;

A project walk-through, and schematic review, will be held on Friday, April 11, 2025 at 10:00 a.m., at 16802 Nash Road, Nampa, Idaho 83686.

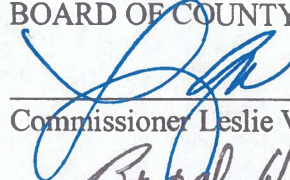
Objections to the specifications or bid procedures must be received in writing or email by Monday, April 14, 2025 at 9:00 a.m. Bids and any objections must be directed to the Canyon County Board of Commissioners via direct delivery or email at bocc@canyoncounty.id.gov.

Bids must be identified with the subject line "2025 George W. Nourse Gun Range Perimeter Fence Project," and be received by Tuesday, April 15, 2025 at 9:00 a.m. Bids will be opened on Tuesday, April 15, 2025 at 9:30 a.m. Questions about the project or bid process must be directed to Rick Britton, Project Director, at (208) 454-7493 or rick.britton@canyoncounty.id.gov.

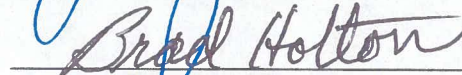
Although the County intends to accept the responsive bid proposing the lowest price, it reserves the right to reject any or all bids or to otherwise act in the best interest of the County.

Sincerely,

BOARD OF COUNTY COMMISSIONERS



Commissioner Leslie Van Beek



Commissioner Brad Holton



Commissioner Zach Brooks

Attachments (Exhibits 1 & 2)

Gun Range

Legend

 Gun Range Fencing

Google Earth

Image © 2025 Airbus

Image © 2025 Airbus

Wash Ln

Attachment 1



500 ft EXHIBIT 1



**CANYON COUNTY AGREEMENT FOR
GEORGE W. NOURSE GUN RANGE PERIMETER FENCE PROJECT**

CANYON COUNTY, IDAHO

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WHEREAS, COUNTY has determined that VENDOR's bid to supply Product and provide Services was the lowest responsive bid received for this Project and that funds sufficient to complete the purchase of Product and complete such Services related to Project have been duly appropriated for expenditure in FY2025.

NOW THEREFORE, in consideration of the mutual promises contained herein, the Parties hereby understand and agree as follows:

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- 1.1 COUNTY agrees to purchase Product from VENDOR meeting the specifications and requirements of the Solicitation of Bids and its Attachments, issued by the Board of County Commissioners on April 8, 2025, attached hereto as Attachment 1.
- 1.2 COUNTY hereby employs VENDOR as an independent contractor to complete the Project. VENDOR agrees to provide all materials and perform all services for the project as requested by the COUNTY and in accordance with Attachment 1 and VENDOR's bid, attached hereto as Attachment 2 and incorporated fully by reference.
- 1.3 COUNTY agrees to pay VENDOR the amount of _____ (\$_____) for said Product and Services in accordance with the

**CANYON COUNTY AGREEMENT FOR GEORGE W. NOURSE
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3. TIME OF PERFORMANCE:

- 3.1 Time is of the essence in the performance of the work as specified in this Agreement.

- 3.2 The parties intend the project to take _____ weeks, with a tentative starting date of _____, to be complete by, _____. However, the term of _____ working days after the COUNTY completes its security background checks of VENDOR's personnel assigned to this Project before the start date and _____ week completion time begins.

4. INSURANCE:

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China.” The terms in this section defined in Idaho Code § 67-2359 shall have the meaning defined therein.

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- 7.6 ENTIRE AGREEMENT: This is the entire agreement of the parties and can only be modified or amended in writing by the parties.
- 7.7 ATTORNEY’S FEES: Reasonable attorney’s fees shall be awarded to the prevailing party in any action to enforce this Agreement.

VENDOR: *

Name/title (please print)

Signature

STATE OF IDAHO)
) ss.
County of _____)

On this ____ day of _____, 2025, before me, a notary public, personally appeared _____, known or identified to me to be the _____ for *, whose name is subscribed to the within instrument, and acknowledged to me that said corporation executed the same.

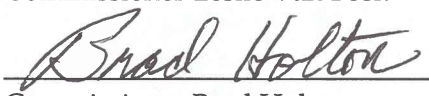

(S E A L)

Notary Public for Idaho
Residing at: _____
My Commission Expires: _____

DATED this _____ day of _____, 2025.

CANYON COUNTY BOARD OF COMMISSIONERS

- _____ Motion Carried Unanimously
- _____ Motion Carried/Split Vote Below
- _____ Motion Defeated/Split Vote Below

	Yes	No	Did Not Vote
_____ Commissioner Leslie Van Beek	_____	_____	_____
 _____ Commissioner Brad Holton		_____	_____
_____ Commissioner Zach Brooks	_____	_____	_____

ATTEST: RICK HOGABOAM, CLERK

By: _____
Deputy Clerk



13236 Greenwell Lane | Caldwell, Idaho 83607
2089369016 | info@peakfenceidaho.com | peakfenceidaho.com

RECIPIENT:

Canyon County Sheriff Department

16802 Nash Road
Nampa, Idaho 83686

Quote #331

Sent on _____

Name Canyon County Sheriff Dept.

Total \$48,336.00

Product/Service	Description	Qty.	Unit Price	Total
1137 FEET OF FENCE	<p>- 10' Tall Commercial Grade Chain Link Fence</p> <p>- We are using commercial grade material and ensuring everything will last a lifetime. We also will be using material strong enough in case in the future you ever wanted to add privacy slats the posts and material will be able to handle the extra push from the added surface area.</p> <p>- We will be matching the same look as the existing fence that is already installed.</p> <p>- This quote is based on the layout we walked on 2-26-25.</p> <p>(QTY = SECTIONS)</p>	114	\$424.00	\$48,336.00

Total \$48,336.00

This quote is valid for the next 15 days, after which values may be subject to change.

This bid is based upon approximate footage and is an estimate only. The final cost may vary according to the actual product used a labor required to complete the job. Permits, sprinkler lines and other unmarked lines are the customers responsibility to have marked before we dig. Hard soil & digging conditions may increase the price of labor. A 3% convenience fee will be added to all credit and debit card sales.



13236 Greenwell Lane | Caldwell, Idaho 83607
2089369016 | info@peakfenceidaho.com | peakfenceidaho.com

RECIPIENT:

Canyon County Parks and Rec

16802 Nash Road
Nampa, Idaho 83686

Quote #338

Sent on _____

Name Canyon County Parks & Rec.
Dept.

Total \$75,517.00

Product/Service	Description	Qty.	Unit Price	Total
1497 FEET OF FENCE	<p>- 10' Tall Commercial Grade Chain Link Fence</p> <p>- We are using commercial grade material and ensuring everything will last a lifetime. We also will be using material strong enough in case in the future you ever wanted to add privacy slats the posts and material will be able to handle the extra push from the added surface area.</p> <p>- We will be matching the same look as the existing fence that is already installed.</p> <p>- This quote is based on the layout we walked on 2-26-25.</p> <p>(QTY = SECTIONS)</p>	150	\$424.00	\$63,600.00
Remove 18' Cantilever Gate and Install into new fence line	<p>- We will be removing the existing 18' cantilever gate and moving it and installing it down the road in the new line of fence we will be installing.</p> <p>- We will be building this gate in such a way that in the future you want to automate the gate it will be to the right specs to do so.</p>	1	\$1,960.00	\$1,960.00
Replacing 18' Cantilever Gate with 30' Cantilever Gate	<p>- We will be modifying the 18 foot opening to fit the new gate that will be 30 feet.</p> <p>- We will be installing a new gate that will have an opening of 30 feet.</p> <p>- We will be building this gate in such a way that in the future you want to automate the gate it will be to the right specs to do so.</p>	1	\$9,957.00	\$9,957.00

Total \$75,517.00

This quote is valid for the next 15 days, after which values may be subject to change.

This bid is based upon approximate footage and is an estimate only. The final cost may vary according to the actual product used a labor required to complete the job. Permits, sprinkler lines and other unmarked lines are the customers responsibility to have marked before we dig. Hard soil & digging conditions may increase the price of labor. A 3% convenience fee will be added to all credit and debit card sales.