

AGENDA ITEM SUMMARY

DATE: 03/12/2012 DEPARTMENT: PW/Grants DEPT. HEAD SIGNATURE: HD

SUBJECT: Woodside Boulevard Project Approval

AUTHORITY:  ID Code \_\_\_\_\_  IAR \_\_\_\_\_  City Ordinance/Code \_\_\_\_\_  
(IF APPLICABLE)

**BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:**

Bids were received for the Woodside Boulevard Project on February 22, 2012. Review of the bids has been underway since then and is complete. Also completed are negotiations with Civil Science, the Construction, Engineering & Inspection firm selected under a Quality Based Selection Process for Professional Engineering Services. With the \$4,232,884 bid amount and the CE&I amount of \$375,808, the city council can discuss the financial feasibility of the project and make decisions.

**FISCAL IMPACT / PROJECT FINANCIAL ANALYSIS:**

Comments: See next page

**ACKNOWLEDGEMENT BY OTHER AFFECTED CITY DEPARTMENTS:** (IF APPLICABLE)

<input type="checkbox"/> City Administrator	<input type="checkbox"/> Library	<input type="checkbox"/> Benefits Committee
<input type="checkbox"/> City Attorney	<input type="checkbox"/> Mayor	<input type="checkbox"/> Streets
<input type="checkbox"/> City Clerk	<input type="checkbox"/> Planning	<input type="checkbox"/> Treasurer
<input type="checkbox"/> Building	<input type="checkbox"/> Police	_____
<input type="checkbox"/> Engineer	<input type="checkbox"/> Public Works, Parks	_____
<input type="checkbox"/> Fire Dept.	<input type="checkbox"/> P & Z Commission	_____

**RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD:**

Motions on the following council actions should follow discussion :

- Financial Review; decision regarding financial feasibility of project. If approved, then:
- Review and approve Resolution 2012-08, authorizing signature of Amendment No. 3 to U.S. DOT grant agreement, updating the project budget and naming Knife river as the contractor for the project
- Review and approval of Resolution 2012-09, authorizing signature of revised ITD Cooperative Agreement, necessary to increase the amount of ITD's contribution for the traffic signal to \$212,020.
- Review and approve Resolution 2012-10, authorizing signature of contract with Civil Science for Construction, Engineering & Inspection services for the project *in an amount not to exceed \$375,808\**.
- Review evaluation of apparent low bid from Knife River:
  - 1) Review and authorize signature of the Disadvantaged Business Enterprise Commitments form submitted by Knife River, required prior to contract award.
  - 2) Review and authorize signature of letter requesting FHWA to concur in the award of a construction contract.
  - 3) Review and authorize Notice of Award to Knife River, contingent on FHWA concurrence.

**ACTION OF THE CITY COUNCIL:**

Date \_\_\_\_\_

City Clerk \_\_\_\_\_

**FOLLOW-UP:**

\*Ord./Res./Agrmt./Order Originals: Record  
Copies (all info.): \_\_\_\_\_  
Instrument # \_\_\_\_\_

\*Additional/Exceptional Originals to: \_\_\_\_\_  
Copies (AIS only)

**FYE 12 WOODSIDE BOULEVARD COMPLETE STREETS INITIATIVE - TIGER II GRANT**

**FUN**

TIGER	3,500,000
ITD Co	212,020
<b>Capital Fund FYE 11</b>	
Capital	983,798
General Operating Fund FYE 11	
Genera	130,000
Copper	18,000
Water f	385,907
Wastev	36,934
<b>TOTAL</b>	<b>5,266,659</b>

**FYE 12 PROJECT COSTS**

Constructio	4,232,884	Knife River	2/24/2012
CE&I and T	375,808	CivilScience	3/9/2012
Engineering	115,712	JUB	10/11
Public Invol	13,960	Landon	11/11
Legal	40,000		
City Admin	186,474		
Supplies	595		
Contingenc	261,594		
Subtotal	5,227,027		
Walbert/Wi	28,132	5,250,159	Project Const
Public Art	16,500		
<b>TOTAL</b>	<b>5,266,659</b>		<b>0</b>

**CAPITAL FUND CAPACITY FOR PROJECTS  
AUDIT BALANCE**

**PROJECT EXPENSES**

Interpretive Center	Remaining Bond proceeds	500,622
Fire Truck	From Devel Impact Fees	156,618
Fox Building HVAC	Committed Grant Match	100,000
Fox Building Mural	From donors	2,000
		<u>759,240</u>

2,356,078  
  
  
  
  
  
  
  
  
  
  
1,596,838

**Woodside Boulevard**

All funding sources		
Grant and agreements	Tiger II, ITD, Copper Ranch	3,730,020
<i>water and wastewater funds</i>		
General Fund		422,841
		<u>130,000</u>
		4,282,861
Expenditures for Woodside Boulevard		<u>5,266,659</u>

**CAPITAL FUND BALANCE AFTER WOODSIDE BOULEVARD**

613,040

**RESTRICTED CAPITAL FUNDS**

Public Art Maintenance	29,582
Development Impact Fees	43,877
	<u>73,459</u>

**BALANCE REMAINING IN CAPITAL FUND FOR OTHER PROJECTS**

539,581

**Income anticipated FYE 12**

Interest	15,000
Development Impact Fees	30,000
Interpretive Center grants	4,000
	<u>49,000</u>
Sub total	

588,581

**UNCOMMITTED OPTIONAL PROJECTS**

Funding Sources	
Grant #1	500,000
Grant #2	640,859
General Fund	37,870
	<u>1,178,729</u>
Expenditures for River Street Project	<u>1,301,074</u>

Reduction in Capital Fund related to River Street 122,345

**BALANCE REMAINING IN CAPITAL FUND FOR OTHER PROJECTS**

466,236

**FYE 12 WOODSIDE BOULEVARD COMPLETE STREETS INITIATIVE - TIGER II GRANT**

**FUN**

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ITD Cor	212,020
Capital Fund FYE 11	
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Copper	18,000
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**TOTAL 5,266,659**

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		<u>759,240</u>

1,596,838

**Woodside Boulevard**

All funding sources

Development Impact Fees	for Round-a-Bout \$160,526	3,730,020
Restricted Cap Funds	Interfund transfers,	422,841
General Fund		130,000
		<u>4,282,861</u>
Expenditures for Woodside Boulevard		5,266,659

**CAPITAL FUND BALANCE AFTER WOODSIDE BOULEVARD**

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122,345

**BALANCE REMAINING IN CAPITAL FUND FOR OTHER PROJECTS**

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AMENDMENT TO COOPERATIVE AGREEMENT

1. AMENDMENT NO.: 3 EFFECTIVE DATE: See No. 14 below

2. PROCUREMENT REQUEST NO.: N/A

3. AMENDMENT OF AGREEMENT NO.: DTFH61-11-G-00001

4. ISSUED BY: Federal Highway Administration  
Office of Acquisition Management  
1200 New Jersey Avenue, SE  
HAAM-20, Mail Stop E65-101  
Washington, DC 20590

5. NAME AND ADDRESS OF RECIPIENT:

City of Hailey  
115 Main St. S, Suite H  
Hailey, ID 83333-8408  
DUNS: 169191517  
TIN No. 82-6000201

6. ACCOUNTING AND APPROPRIATION DATA (if required): Not Applicable For This Amendment.

7. DOLLAR AMOUNT: \$0

8. DESCRIPTION OF AMENDMENT:

This amendment is issued to approve Knife River Corporation – Northwest as subcontractor under this Grant, increase recipient share, and update Schedule C – Project Budget, at no change in the authorized federally funded amount of the agreement. Changes to the Grant are listed on pages 2-5 of this amendment.

Except as noted herein, all other terms and conditions remain unchanged and in full force and effect.

9. NAME AND TITLE OF SIGNER

10. NAME OF AGREEMENT OFFICER

Samantha Reizes

11. RECIPIENT

12. FEDERAL HIGHWAY ADMINISTRATION

\_\_\_\_\_  
(Signature of person authorized to sign)

\_\_\_\_\_  
(Signature of Agreement Officer)

13. DATE SIGNED: \_\_\_\_\_

14. DATE SIGNED: \_\_\_\_\_

**SECTION 1. TERMS AND CONDITIONS OF THE GRANT**

Paragraph 1.3 is revised as follows:

- 1.3 The Government, having reviewed and considered the Grantee's Technical Application and finding it acceptable, pursuant to the Act, awards a TIGER II Discretionary Grant in the amount of THREE MILLION FIVE HUNDRED THOUSAND DOLLARS (\$3,500,000), while the Recipient cost share is ONE MILLION SIX HUNDRED ONE THOUSAND AND NINE HUNDRED SIXTY DOLLARS (\$1,601,960), for the entire period of performance (referred to as the "Grant"). This Grant is a total not-to-exceed the amount of funding that is being provided by the Government under this Grant Agreement. The Government's liability to make payments to the Grantee under this Grant Agreement is limited to those funds obligated by the Government under this Agreement as indicated herein and by any subsequent amendments agreed in writing by all parties.

**SECTION 2. GRANTEE AND PROJECT INFORMATION**

Paragraph 2.7 is revised as follows:

- 2.7 Unless described in the application and funded in the approved award, the Recipient shall obtain prior written approval from the Agreement Officer (AO) for any subcontract relating to any work undertaken under this award. This provision does not apply to the purchase of supplies, material, equipment, or general support services of a value less than \$150,000.

The following subcontracts are currently approved under the cooperative agreement award:

Knife River Corporation - Northwest

Approval of each subcontract is contingent upon a price fair and reasonableness determination and approval by the AO for each proposed subcontractor. Consent to enter into any subcontract will be issued through a formal amendment to this Grant Agreement.

**Item 7 on page 1 of the Grant Agreement is revised as follows:**

**7. Total Amount**

Total Government Share:	\$3,500,000
Total Recipient Share:	<u>\$1,601,960</u>
Total Value:	\$5,101,960

**SECTION 2. GRANTEE AND PROJECT INFORMATION**

Paragraph 2.3 is revised as follows:

- 2.3 Project's Budget Summary (for further information see Attachment C):

TIGER II Grant Funds and Additional Source of Project Funds:

TIGER II Discretionary Grant Amount:	\$3,500,000	69%
Other Federal Funds (if any):	\$0	0%

State Funds (if any):	\$212,020	4%
Local Funds (if any):	\$1,389,940	27%
Other Funds (if any):	\$0	0%
Total Project Cost:	\$5,101,960	100%

If there are any cost savings or if the contract award is under the engineer's estimate, 23 C.F.R. 630.106(f) shall not apply to any match for the TIGER II Discretionary Grant amount.

**ATTACHMENT C – PROJECT BUDGET**

Attachment C – Project Budget of the Cooperative Agreement is replaced by pages 4-5 of this amendment.

ATTACHMENT C  
 PROJECT BUDGET

a. TIGER II Grant Amount - \$3,500,000.00. TIGER II funds will be used to fund the construction phase of this project only.

TIGER II Funds

Preliminary Engineering	\$0.00
ROW	\$0.00
Final Design	\$0.00
2012 Construction	\$3,500,000
<b>Total</b>	<b>\$3,500,000</b>

b. Total Project Amount and Other Funding Sources - \$5,101,960.

TIGER II

CITY OF HAILEY

TIGER II	Capital	Water	Wastewater	Idaho Transportation Department Cooperative Agreement	In-Kind Labor / General Fund / Capital Fund
Administrative & Legal	\$0	\$0	\$0	\$0	\$203,787
A&E Fees	93,695	0	0	0	0
Project Inspection Fees	310,000	0	0	0	0
2012 Construction	98,023	385,907	36,934	212,020	0
Contingency	261,594	0	0	0	0
<b>Subtotals</b>	<b>\$763,312</b>	<b>\$385,907</b>	<b>\$36,934</b>	<b>\$212,020</b>	<b>\$203,787</b>

TOTAL PROJECT COST (all sources) = \$5,101,960

OMB Approval No. 0348-0047

**BUDGET INFORMATION - Construction Programs**

NOTE: Certain Federal assistance programs require additional computations to arrive at the Federal share of project costs eligible for participation. If such is the case, you will be notified.

COST CLASSIFICATION	a. Total Cost	b. Costs Not Allowable for Participation	c. Total Allowable Costs (Columns a-b)
1. Administrative and legal expenses	\$ 203,787.00	0.00	\$ 203,787.00
2. Land, structures, rights-of-way, appraisals, etc.	\$ .00	.00	\$ 0.00
3. Relocation expenses and payments	\$ .00	.00	\$ 0.00
4. Architectural and engineering fees	\$ 93,695.00	0.00	\$ 93,695.00
5. Other architectural and engineering fees	\$ .00	.00	\$ 0.00
6. Project inspection fees	\$ 310,000.00	.00	\$ 310,000.00
7. Site work	\$ .00	.00	\$ 0.00
8. Demolition and removal	\$ 0.00	.00	\$ 0.00
9. Construction	\$ 4,232,884.00	.00	\$ 4,232,884.00
10. Equipment	\$ .00	.00	\$ 0.00
11. Miscellaneous	\$ .00	.00	\$ 0.00
12. SUBTOTAL (sum of lines 1-11)	\$ 4,840,366.00	0.00	\$ 4,840,366.00
13. Contingencies	\$ 261,594.00	.00	\$ 261,594.00
14. SUBTOTAL	\$ 5,101,960.00	0.00	\$ 5,101,960.00
15. Project (program) income	\$ .00	.00	\$ 0.00
16. TOTAL PROJECT COSTS (subtract #15 from #14)	\$ 5,101,960.00	0.00	\$ 5,101,960.00
FEDERAL FUNDING			
17. Federal assistance requested, calculate as follows: (Consult Federal agency for Federal percentage share.) Enter the resulting Federal share.	Enter eligible costs from line 16c Multiply X <u>68.60</u> %		\$ 3,499,996.00

**CITY OF HAILEY  
RESOLUTION NO. 2012-08**

WHEREAS, the CITY OF HAILEY is approving Amendment No. 3 to U.S. DOT grant agreement.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF HAILEY, IDAHO, is authorizing signature of Amendment No. 3 to U.S. DOT grant agreement, updating the project budget and naming Knife river as the contractor for the project.

Passed this 12th day of March, 2012.

City of Hailey

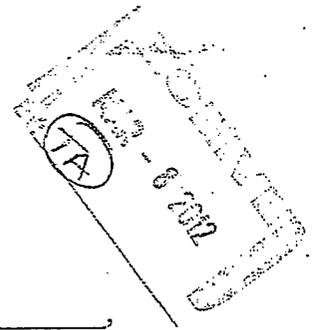
\_\_\_\_\_  
Fritz Haemmerle, Mayor

ATTEST:

\_\_\_\_\_  
Mary Cone, City Clerk

(Seal)

**COOPERATIVE AGREEMENT  
PROJECT NO. A012(907)  
WOODSIDE BLVD. COMPLETE STS INITIATIVE, HAILEY  
BLAINE COUNTY  
KEY NO. 12907**



**PARTIES**

This Agreement is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by and between the **IDAHO TRANSPORTATION DEPARTMENT**, hereafter called the State, and the **CITY OF HAILEY**, hereafter called the City.

**PURPOSE**

The City of Hailey has scheduled a project to improve Woodside Blvd. within the City limits, which improvements include a new traffic signal at the intersection of Woodside Blvd. and SH75. The State has agreed to contribute \$212,020 in State funds for the signal installation and work related to the construction of the traffic signal. This Agreement will provide for the responsibilities of the parties in this project.

The City, by authority of Title 50, Idaho Code, may adopt and enforce traffic control ordinances within its corporate limits in accordance with the Manual on Uniform Traffic Control Devices for Streets and Highways, as adopted by the State.

Authority for this Agreement is established by Section 40-317 of the Idaho Code.

It is mutually agreed and understood by the Parties that:

**SECTION I** That the State will:

1. Upon execution of this Agreement and receipt of a written request from the City, pay to the City the amount of Two Hundred Twelve Thousand Twenty Dollars (\$212,020) to be used for costs incurred in constructing the traffic signal at the intersection of Woodside Blvd. and SH75. This is a lump sum payment. No additional funds will be paid for this work.
2. Review and approve construction plans for the signal.
3. Permit the City to retain, maintain, connect to and improve all existing City-owned water lines, storm sewers, and sanitary sewer now in place on the state highway right-of-way within the project limits.
4. Train representatives designated by the City on emergency procedures related to signal shutdown or partial operation.

*Cooperative Agreement  
City of Hailey  
Key No. 12907*

5. Retain ownership of the signal poles, controller, and cabinet for the traffic signal to be installed. Assume all necessary maintenance and operation responsibilities and costs thereof, excluding energy costs, that will be required to keep the traffic signal (including controller and cabinet), as installed, in continuous operation in conformance with the requirements of the Manual on Uniform Traffic Control Devices for Streets and Highways, as adopted by the State. This includes performing a complete annual check of the traffic signal equipment and operation and replacing all signal lamps on a scheduled basis.
6. Perform an inspection of the work upon notification from the City of substantial completion of the work.

**SECTION II** That the City will:

1. Provide all funding necessary for the work over and above the funds paid by the State under Section I, Paragraph 1 above.
2. Provide for design of the project, and provide the State an opportunity for appropriate reviews on all aspects of the traffic signal design.
3. Advertise for the construction of the project, open bids, and notify the State thereof. Provide to the State a copy of Contract Proposal form, Notice to Contractors and approved construction plans.
4. Prepare a contract estimate of cost and award a contract for construction of the project based on the successful low bid.
5. Designate an engineer in responsible charge and other personnel, as the City deems necessary, to supervise and inspect construction of the project in accordance with the plans, specifications and estimates in the manner required by applicable state and federal regulations. This engineer, or his authorized representatives, will prepare all monthly and final contract estimates, progress estimates and change orders.
6. Cause to be replaced to original, equal or better condition any existing sidewalks, curb and gutter, pavement, regulatory signs, and sewer facilities, except as herein stated as obligations of the State.
7. Upon request to energize, assume all energy costs required to operate the traffic signal, including overhead lighting.
8. By appropriate ordinance and police action, cooperate with and assist the State in prohibiting and removing encroachments on any part of the state highway right-of-way within the project limits.

*Cooperative Agreement  
City of Hailey  
Key No. 12907*

9. Not use the traffic signal poles or mast arms for any purpose other than to support traffic control devices or luminaries.
10. Maintain, erect or install within the project limits only those traffic control devices, including signs that are in conformance with the Manual on Uniform Traffic Control Devices for Streets and Highways, as adopted by the State.
11. Comply with all pertinent sections of the State's Standard Specifications for Highway Construction in accomplishing all future trench backfill and pavement repairs on the state highways within the project limits.
12. Obtain concurrence of the State before installing or constructing any new, or relocating any existing sidewalk or any existing City-owned water line, storm sewer, sanitary sewer or other facilities on the state highways within the project limits.
13. Obtain concurrence from the State before vacating or closing any right-of-way connecting to the state highways within the project limits.
14. Obtain concurrence from the State before accepting any new street or alley right-of-way connecting to the state highways within the project limits.
15. Upon substantial completion of the work and before payment to the contractor, notify the State and provide the opportunity for inspection by the State of the completed project.
16. Maintain record of all costs incurred on the project. If requested by the State, provide records showing how the \$212,020 was expended on the project and reimburse the State for any funds not utilized for costs associated with construction of the signal.
17. Indemnify, save harmless and defend regardless of outcome the State from expenses of and against suits, actions, claims, or losses of every kind, nature and description, including costs, expenses and attorney fees that may be incurred by reason of any negligent act or omission of the City in the construction and maintenance of the work.

**SECTION III** All parties agree that:

1. The traffic signal installation will not be altered or abandoned without the prior concurrence of both parties.

2. Should any of the traffic signal installation be damaged or destroyed through the wrongful or negligent act of any third party, the City and its agents will make every effort to determine the identity and whereabouts of the responsible party, and the State will attempt collection of the cost of repair or replacement. The Parties will share the costs of repair or replacement based on the share of approach legs if:
  - (a) Collection cannot be accomplished after reasonable attempt, or
  - (b) The damage or destruction was not caused by the wrongful or negligent act of a third party.
3. The parties agree to advance funds for the repair or replacement based on the share of approach legs. If the State is able to collect the cost of repair or replacement from the responsible party, it shall reimburse the City the advanced funds.
4. Sufficient Appropriation. It is understood and agreed that the State is a governmental agency, and this Agreement shall in no way be construed so as to bind or obligate the State beyond the term of any particular appropriation of funds by the State Legislature as may exist from time to time. The State reserves the right to terminate this Agreement if, in its sole judgment, the legislature of the State of Idaho fails, neglects or refuses to appropriate sufficient funds as may be required for the State to continue payments. Any such termination shall take effect immediately upon notice and be otherwise effective as provided in this Agreement.
5. This Agreement shall become effective on the first date mentioned above and shall remain in full force and effect until amended or replaced upon the mutual consent of the City and State.

**EXECUTION**

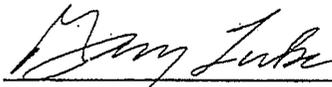
This Agreement is executed for the State by its District Engineer, and executed for the City by the Mayor, attested to by the City Clerk, with the imprinted corporate seal of the City of Hailey.

**IDAHO TRANSPORTATION DEPARTMENT**

APPROVED BY:

Approved as to form:

\_\_\_\_\_  
District Engineer

  
\_\_\_\_\_  
Deputy Attorney General

ATTEST:

**CITY OF HAILEY**

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Mayor

By regular/special meeting held  
on \_\_\_\_\_

Acknowledged By:

\_\_\_\_\_  
Chairman, Board of Commissioners  
Blaine County

hm:12907 Coop.docx

*Cooperative Agreement  
City of Hailey  
Key No. 12907*

RESOLUTION

**WHEREAS**, the Idaho Transportation Department, hereafter called the State, has submitted an Agreement stating obligations of the State and the **CITY OF HAILEY**, hereafter called the City, for construction of a traffic signal at the intersection of Woodside Blyd. and SH75; and

**WHEREAS**, the State is responsible for obtaining compliance with laws, standards and procedural policies in the development, construction and maintenance of improvements made to the Federal-aid Highway System; and

**WHEREAS**, the City and the State are providing funds for this project; and

**NOW, THEREFORE, BE IT RESOLVED:**

1. That the Cooperative Agreement for Project No. 0012(907) is hereby approved.
2. That the Mayor and the City Clerk are hereby authorized to execute the Agreement on behalf of the City.
3. That duly certified copies of the Resolution shall be furnished to the Idaho Transportation Department.

CERTIFICATION

I hereby certify that the above is a true copy of a Resolution passed at a *regular, duly* called special (X-out non-applicable term) meeting of the City Council, City of Hailey, held on

\_\_\_\_\_

(Seal)

\_\_\_\_\_  
City Clerk

*Cooperative Agreement  
City of Hailey  
Key No. 12907*

**CITY OF HAILEY  
RESOLUTION NO. 2012-10**

WHEREAS, the CITY OF HAILEY is authorizing a contract with Civil Science for Construction, Engineering Inspection services.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF HAILEY, IDAHO, is authorizing signature of a contract with Civil Science for Construction, Engineering Inspection services for the project in an amount not to exceed \$375,808.

Passed this 12th day of March, 2012.

City of Hailey

\_\_\_\_\_  
Fritz Haemmerle, Mayor

ATTEST:

\_\_\_\_\_  
Mary Cone, City Clerk

(Seal)

**DBE Commitments**  
(Must be submitted Prior to Award of Contract)

Award Date March 19, 2012

Project Number and Name Woodside Blvd Reconstruction, TDGII-C-07, DTFH61-11-G-00001		Location City of Halley, Blaine County, Idaho	
Contractor Knife River, 5450 W. Gowen Rd. Boise, ID 83709		Contract Amount \$4,232,884.06	Federal Aid Amount \$3,500,000
Preparer's Signature 		Date <u>3-1-12</u>	Phone Number <u>208-362-0152</u>
Contractor EEO Officer Linda Doyle			

If goals are not met, it is mandatory that pages 5 and 6, titled "Summary of DBE Good Faith Effort," be completed. Failure to complete these forms will prevent contract award. Refer to the Bid Documents for more detail. Award of contract is contingent on good faith efforts to provide opportunity for DBE participation in this project.

Goal for DBE subcontractors and suppliers for this project: \$ 211,644.20 ( 5 % )

**Part I. Summary of DBE Goal Attainment**

1. One hundred percent (100%) of total amount to be subcontracted to DBE subcontractors ..... \$ 181,068.84
  2. One hundred percent (100%) of total amount to be paid DBE equipment leasers ..... \$ \_\_\_\_\_
  3. One hundred percent (100%) of total amount to be paid to DBE Manufacturers (e.g., asphalt emulsions, cutback asphalt, fabricated signs, etc.), or delivery companies ..... \$ 58,393.00
  4. Sixty percent (60%) of total amount to be paid to DBE regular dealers/suppliers ..... \$ \_\_\_\_\_
  5. Net fee of DBE brokers or bonding agents ..... \$ \_\_\_\_\_
- Total \$ 239,461.84 ( 5.65 % )

**Do Not Write In Box -- For City Use Only**

Federal Aid % <u>02</u>	<input type="checkbox"/> Approved	<input type="checkbox"/> Not Approved	By _____	Date _____
Federal Aid \$ <u>3,500,000</u>	City of Halley			

**Note: Supplies and/or equipment purchased or leased by a DBE firm from the Prime Contractor or its affiliate cannot be counted towards the project goal.**

Part II: Subcontractors (List All Solicitations and Quotations, Including Non-DBE)

Name and Address of Subcontractor (Quotes Solicited From or Received From)	DBE	Non-DBE	Items Quoted (List by Contract Item Numbers and Briefly Describe Proposed Work)	Amount Quoted By Subcontractor (If No Response, Enter NONE)	Commit to Use (Enter YES or NO)	If DBE Subcontractor is not Selected, Describe Why
Traffic Products & Service 515 Highland St. Boise ID 83706	X		1103.4.1.A.1 Construction Traffic Control 1103.4.1.B.1 Traffic Control signs 1103.4.1.C.1 Traffic control barricades 1103.4.1.D.1 Portable Tubular drums 1103.4.1.I.1 Flaggers 1103.4.J.1 Traffic control maintenance 2010.4.1.A.1 Mobilization	9,000.00 7,623.75 1,035.00 4,080.00 37,440.00 24,576.00 4,000.00	Yes	
Curtis Clean Sweep PO Box 44112 Boise ID 83714	X		1104.4.1.A.2 1104.4.1.A.3 1104.4.1.A.4 1104.4.1.A.5 1104.4.1.B.1 1104.4.1.B.2 1104.4.1.B.3 1104.4.1.B.4 1104.4.1.B.5 1104.4.1.B.6 The above items are all permanent striping and thermoplastic.	139.50 1,823.40 3,450.80 4,977.30 3,645.60 716.10 539.00 2,688.93 1,491.44 1,792.75	Yes	
Balance Rock Electric 268 Victory Ave. Twin Falls ID 83301 (Balance Rock Elect. will be providing DBE suppliers to the project)		X	1105.4.1.A.1 1105.4.1.C.2 1105.4.1.E.1 The above items are permanent signs SP-3010 -- Cluster Mailboxes 2010.4.1.A.1 Mobilization	2,907.03 17,227.50 4,500.00 13,787.60 7,595.00	Yes	
Northwest Signal Supply 12963 SW Herman Rd, Tualatin OR, 97062	X		1101.4.1.A.1 Traffic Signal	58,393.00	Yes	

Part II: Subcontractors (Cont'd)

Name and Address of Subcontractor (Quotes Solicited From or Received From)	DBE	Non-DBE	Items Quoted (List by Contract Item Numbers and Briefly Describe Proposed Work)	Amount Quoted By Subcontractor (If No Response, Enter NONE)	Commit to Use (Enter YES or NO)	If DBE Subcontractor is not Selected, Describe Why
Curtis Clean Sweep PO Box 44112, Boise ID 83714	X		1101.4.1.A.1 Traffic Signal Striping and signage for signal	9,974.50	Yes	
Traffic Products & Service 515 Highland Street Boise ID, 83706	X		1101.4.1.A.1 Traffic Signal Signage on signal and advanced warning signs Traffic Control for Signal	11,547.64 4,500.00	Yes Yes	
<b>Other Subcontractors to be used on the project.</b>						
Xcel Concrete Construction Inc 4707 W. Blue Teal Ct Eagle Id, 83616		X	703.4.1.A.2 706.4.1.A.6 705.4.1.A.2 706.4.1.B.1 705.4.1.A.3 706.4.1.E.1 706.4.1.A.1 706.4.1.E.2 706.4.1.A.2 706.4.1.F.1 706.4.1.A.3 706.4.1.H.1 706.4.1.A.4 706.4.1.H.3 706.4.1.A.5 706.4.1.H.4 706.4.1.H.5		Yes	No DBE Quote Received
JJ Howard Consulting Engineers 5983 W. State St. Ste D Boise ID, 83703		X	Cast in place curb/gutter/sidewalk/ decorative sidewalk SP 2139 – Construction Staking	735,989.00 57,800.00	Yes	No DBE Quote Received
Construction Material Recycling Inc PO Box 328 Coalville UT, 84017		X	201.4.1.D.1 - Removal of Bituminous Surface	39,800.00	Yes	No DBE Quote Received
All Seasons Landscaping 901 Main St South Bellevue ID, 83313		X	706.4.1.C.1 R&R Existing Pavers 1007.4.1.B.1 Seeding 1007.4.1.C.1 Sodding SP 3200 – Retaining wall under 3'	110,109.00	Yes	No DBE Quote Received

**Part III: Supplies, Manufacturers, Leasers, and Delivery Firms**

Name and Address of Company (Quotes Solicited From: or Received From)	DBE	Non-DBE	List Items to be Supplied (S), Leased (L), Manufactured (M), or Delivered (D) by Contract Item Numbers and Briefly Describe Proposed Items S-L-M-D	Amount Quoted (if No Response, Enter NONE)	Commit to Use (Enter YES or NO)	If DBE is Not Selected, Describe Why

## Summary of DBE Good Faith Effort

If the dollar value goals for DBE participation in this project have not been met, the Contractor is required to complete the following questions to describe efforts to obtain DBE participation. Each following effort will require an explanation. Copies of correspondence, return receipts, telephone logs, or other documentation will be required to support good faith efforts.

Attach Additional Sheets, If Necessary

1. Has the Contractor advertised in general circulation, trade association, and minority-focus media concerning the subcontracting opportunities? Explain.  
  
N/A
2. Has the Contractor provided written notice to a reasonable number of specific DBEs that their interest in the contract was being solicited in sufficient time to allow the DBEs to participate effectively? Submit a copy of all correspondence soliciting bids from DBEs. Explain.
3. Has the Contractor followed up initial solicitation of interest by contacting DBEs to determine with certainty whether the DBEs were interested? Submit telephone logs, letters, etc., to document follow-up activity.
4. Has the Contractor selected portions of the work to be performed by DBEs in order to increase the likelihood of meeting the DBE goal, including, where appropriate, breaking down contracts into economically feasible units to facilitate DBE participation? Explain.
5. Has the Contractor provided interested DBEs with adequate information about the plans, specifications, and requirements of the contract? Describe what action was taken.

## Summary of DBE Good Faith Effort (cont'd)

6. Has the Contractor negotiated in good faith with interested DBEs, not rejecting DBEs as unqualified without sound reasons based on a thorough investigation of their capabilities? Explain.
7. Has the Contractor made efforts to assist interested DBEs in obtaining bonding, lines of credit, or insurance required by the City of Hailey or Contractor? Explain.
8. Has the Contractor made efforts to assist interested DBEs in obtaining necessary equipment, supplies, materials, or related assistance or services?
9. In addition to Number 1 above, has the Contractor effectively used the services of available minority community organizations; minority contractors' groups; local, state, and federal minority business assistance offices; and other organizations that provide assistance in identifying and subcontracting with DBEs? Explain.
10. Describe any other efforts not covered by Numbers 1 through 8 above that may indicate the Contractor's affirmative action to obtain DBE participation in this project.



March 5, 2012

Knife River  
5450 W. Gowen Rd  
Boise, Idaho 83709

**Project:** Woodside Boulevard Reconstruction  
**Project Number:** TDG11-C-07

**DBE Statement of Confirmation**

We are aware that our company is committed to Knife River and will be performing the following items for the Woodside Boulevard project for the City of Hailey.

ITEM #	ITEM DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	BID AMOUNT
1104.4.1.A.2	PAVEMENT LINE PAINT 4" WHITE	558.0	LNFT	\$0.25	\$139.50
1104.4.1.A.3	PAVEMENT LINE PAINT 4" YELLOW	20,260.0	LNFT	\$0.09	\$1,823.40
1104.4.1.A.4	PAVEMENT LINE PAINT 8" WHITE	21,630.0	LNFT	\$0.16	\$3,460.80
1104.4.1.A.5	SPECIAL PAVEMENT MARKINGS (PAINT)	3,530.0	SQFT	\$1.41	\$4,977.30
1104.4.1.B.1	THERMOPLASTIC PAVEMENT MARKINGS	372.0	SQFT	\$9.80	\$3,645.60
1104.4.1.B.2	THERMOPLASTIC DOTTED 12" LINE	93.0	LNFT	\$7.70	\$716.10
1104.4.1.B.3	THERMOPLASTIC 12" LINE	70.0	LNFT	\$7.70	\$539.00
1104.4.1.B.4	THERMOPLASTIC 8" YELLOW EDGE LINE	433.0	LNFT	\$6.21	\$2,688.93
1104.4.1.B.5	THERMOPLASTIC 4" WHITE EDGE LINE	412.0	LNFT	\$3.62	\$1,491.44
1104.4.1.B.6	THERMOPLASTIC 4" DOUBLE YELLOW LINE	505.0	LNFT	\$3.55	\$1,792.75
2010.4.1.A.1	PAV MARKING MOBILIZATION	1.0	LS	\$4,130.00	\$4,130.00
1105.4.1.A.1	PERMANENT SIGNING	327.0	SQFT	\$8.88	\$2,907.03
1105.4.1.C.2	STEEL SIGN POST	50.0	EA	\$344.55	\$17,227.50
1105.4.1.E.1	RESET SIGN POST	45.0	EA	\$100.00	\$4,500.00
SP-3109	CLUSTER MAILBOX ( Excludes Concrete Pad )	8.0	EA	\$1,723.45	\$13,787.60
2010.4.1.A.1	SIGNAGE MOBILIZATION	1.0	LS	\$3,465.00	\$3,465.00
				<b>TOTAL</b>	<b>\$67,291.95</b>

Sincerely,

Joe Zubizareta  
President

P.O. Box 44112 Boise, Idaho 83711-0112 \* phone - 208.343.7600 \* fax - 208.343.2159  
www.curtiscleansweep.com



March 5, 2012

Balanced Rock Electric Inc  
268 Victory Ave  
Twin Falls, Idaho 83301

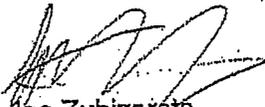
**Project:** Woodside Boulevard Reconstruction  
**Project Number:** TDG11-C-07

**DBE Statement of Confirmation**

We are aware that our company is committed to Balanced Rock Electric and will be performing the following items for the Woodside Boulevard project for the City of Halley.

ITEM #	ITEM DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	BID AMOUNT
1	LAYOUT AND STRIPE ALL ROADWAY PAVEMENT MARKINGS AS PER SHEETS C-2101 & C-2102.	1.0	LS	\$5,549.70	\$5,549.70
2	REMOVE CONFLICTING PAVEMENT	1.0	LS	\$2,259.80	\$2,259.80
3	PAY MARKING MOBILIZATION.	1.0	LS	\$930.00	\$930.00
4	FURNISH AND INSTALL R3-7R AS PER ITD SPECS.	2.0	EA	\$450.00	\$900.00
5	SIGNAGE MOBILIZATION.	1.0	LS	\$335.00	\$335.00
				<b>TOTAL</b>	<b>\$9,974.50</b>

Sincerely,



Joe Zubizarreta  
President

P.O. Box 44112 Boise, Idaho 83711-0112 \* phone - 208.343.7600 \* fax - 208.343.2159  
[www.curtiscleansweep.com](http://www.curtiscleansweep.com)



Divisions of M.R. Priest, Inc. • 511 W. Highland Street • Boise, Idaho 83706 • Ph : (208) 342-2251 Fax : (208) 345-0015

Contractor License: Idaho • M.R. Priest, Inc. / Traffic Products • 10679-B-4 (02820, 02318, 06200, 028920, 02761) DBE / WBE CERTIFIED ©

March 2, 2012

To: Knife River Corp  
 Attn: Rob Cunningham  
 Re: Woodside Blvd  
 DBE Statement of Confirmation

We are aware that our company is committed to Knife River and will be performing the following items for the Woodside Blvd project for the City of Hailey.

(1)	LS	Construction Traffic Control:		\$9,000.00
(1605)	SF	Traffic Control Signs:	\$4.75	\$7,623.75
(45)	Ea	Traffic Control Barricades:	\$23.00	\$1,035.00
(340)	Ea	Portable Tubular Cones:	\$12.00	\$4,080.00
(640)	MH	Traffic Control Flaggers:	\$58.50	\$37,440.00
(384)	MH	Traffic Control Maintenance:	\$64.00	\$24,576.00
(1)	LS	Mobilization:		\$4,000.00
		Total Bid:		\$87,754.75

Sincerely,

Renette Gaumer  
 President



Divisions of M.R. Priest, Inc. • 511 W. Highland Street Boise, Idaho 83708 • Ph : (208) 342-2251 Fax : (208) 345-0815

Contractor License: Idaho • M.R. Priest, Inc. / Traffic Products • 10679-B-4 (02820, 02318, 06200, 028920, 02761) DBE / WBE CERTIFIED

March 2, 2012

To: Knife River Corp  
Attn: Rob Cunningham  
Re: Woodside Blvd  
DBE Statement of Confirmation

We are aware that our company is committed to Balanced Rock Electrical and will be performing the following items for the Woodside Blvd project for the City of Hailey.

- (24 sf) ITD Spec D-3 Street name signs: \$23.50 PER SQ FT.
  - (3) 30" x 36" R3-5L/R signs: \$75.00 ea.
  - (1) 30" x 36" R10-12 sign: \$75.00 ea.
  - (2) 30" x 30" R3-7R signs w/ posts: \$230.00 ea.
  - (2) 96" x 72" Advanced Warning Signs: \$1675.00 ea.
  - (4) Breakaway assemblies: \$750.00 ea.
  - (4) 20' W 6x9 A-1 Posts: \$805.00 ea.
- Total Bid: \$10894.00 + \$653.64 = \$11,547.64

All signs to meet current ITD standards. There is no freight or installation in this bid. No brackets-Fob Boise, Id.

If needed-here is traffic control bid.

- (1) Lump Sum Traffic Control: \$4500.00 Based on 4 days
- Flagging: 70 hrs @\$60.00=\$4200.00
- PCMS Boards: \$5.00 per hour
- IF FLAGGING GOES OVER-UNIT PRICE WILL PREVAIL
- BID CONTAINS DRUMS, BARRICADES AND SIGNS

Sincerely,

Renette Gaumer  
President

March 5, 2012

To: Balanced Rock Electric  
Attn: Sean Knutz  
RE: Woodside blvd  
DBE Statement of Confirmation



12965 SW HERMAN RD. | TUALATIN, OR 97062 | 503 635-4351 | FAX 503 635-4341 | INFO @ NWSIGNAL.COM

We are aware that our company is committed to Balanced rock Electric and we will be supplying the following materials on the Woodside project.

TYPE NWS P-16 CABINET WIRED PER ITD TS2 TYPE 2 STANDARDS INCLUDING: NWS M1 CONTROLLER, MMU16LEIP, (16) 4000HD-P LOAD SWITCHES, (1) 4000FHD-P FLASHER, DETECTOR RACK W/ (2) POWER SUPPLIES, (2) 4-CH DETECTORS, AND CONFIGURED FOR VIDEO DETECTION PER THE PLANS	1	INC	INC
3-SECTION 12" SIGNAL W/ R,Y,G BALL LEDES, VISORS, BACK PLATES, AND MAST ARM MOUNT	5	INC	INC
3-SECTION 12" SIGNAL W/ R,Y,G BALL LEDES, VISORS, BACK PLATES, AND SIDE OF POLE MOUNT	3	INC	INC
4-SECTION 12" SIGNAL W/ R,Y,G ARROW LEDES, VISORS, BACK PLATES, AND MAST ARM MOUNT	1	INC	INC
1-SECTION 12" BEACON W/Y, BALL LED, VISOR & BACK PLATE	4	INC	INC
NWS FLASHER CABINET FOR ADVANCED WARNING SIGNS	2	INC	INC
PELCO STREET NAME SIGN BRAC (NO SIGN)	3	INC	INC
PELCO LANE CONTROL BRAC (NO SIGN)	3	INC	INC
		SUB TOTAL	\$41,395
CLASS 3 4015-50 SIGNAL STANDARD GALVANIZED W/ ANCHOR BOLTS	1	INC	INC
CLASS 4 4015-45/45 SIGNAL STANDARD GALVANIZED W/ ANCHOR BOLTS	1	INC	INC
		SUB TOTAL	\$16,998

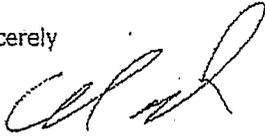
Managing mobility™

Auto, Public Transit, LRT  
and Streetcar Integration

PROJECT TOTAL

\$58,393

Sincerely



Chad VanOrder  
Project estimator

Northwest  
Signal

12985 SW HERMAN RD., TUALATIN, OR 97062 | 503 655-4351 | FAX 503 655-4341 | INFO@NWSIGNAL.COM

XXXXXXXXXXXXXXXXXX

# City of Hailey

115 MAIN STREET SOUTH, SUITE H  
HAILEY, IDAHO 83333  
March 12, 2012

(208) 788-4221  
Fax: (208) 788-2924

Mr. Ed Miltner, PE  
Bridge/Operations Engineer  
Federal Highway Administration  
3050 Lakeharbor Lane  
Boise, ID 83703

Subject: Agreement No. DTFH61-11-G-00001  
Intent to Award a Construction Contract to the Apparent Low Bidder

Dear Ed:

Please consider this letter the City of Hailey's formal request to proceed with the award of a construction contract for the Woodside Boulevard Complete Streets Initiative project to the apparent low bidder, Knife River, under the Agreement No. above.

The City of Hailey hereby makes the following certifications to the Federal Highway Administration:

- The bid amounts have been reviewed and certified as correct.
- The contractor's qualifications have been reviewed and deemed acceptable.
- The contractor's DBE plan has been submitted, reviewed and approved.
- The funds required from the City of Hailey are sufficient to complete this project.

The following items are attached:

- Copy of the bid tabulation sheets for the five bids received.

Thank you for your assistance.

Sincerely,

Tom Hellen  
Public Works Director

cc: Frank Tooke  
Guang Zeng  
File

**NOTICE OF AWARD**

Date: March 13, 2012

Project: City of Hailey, Idaho: Woodside Boulevard reconstruction

Owner: City of Hailey

Owner's Contract No.:

Contract: Woodside Blvd Reconstruction

Engineer's Project No.:83-11-020

Bidder: Knife River - Northwest

Bidder's Address: 5450 W. Gowen Rd

Boise, ID 83709

You are notified that your Bid dated February 22, 2012 for the above Contract has been considered. You are the Successful Bidder and are awarded a Contract for the reconstruction of Woodside Blvd., construction of a roundabout at the intersection of Woodside Blvd. and Fox Acres Rd., and construction of a traffic signal at the intersection of Woodside Blvd. and SH-75.

The awarded work items are those contained in the Base Bid and ~~Options~~.

The Contract Price of your Contract is Four Million, two hundred thirty two thousand, eight hundred eighty four and 05/100 Dollars (\$4,232,884.05).

Three (3) copies of the proposed Contract Documents (except Drawings) accompany this Notice of Award.

Three (3) sets of the Drawings will be delivered separately or otherwise made available to you immediately.

You must comply with the following conditions precedent within [15] days of the date you receive this Notice of Award.

1. Deliver to the Owner three fully executed counterparts of the Contract Documents.
2. Deliver with the executed Contract Documents the Contract security [Bonds] as specified in the Instructions to Bidders (Article 20), General Conditions (Paragraph 5.01), and Supplementary Conditions (Paragraph SC-5.01).
3. Other conditions precedent:

You are required to return an acknowledged copy of this Notice of Award to the Owner.

Failure to comply with these conditions within the time specified will entitle Owner to consider you in default, annul this Notice of Award, and declare your Bid security forfeited.

Within ten days after you comply with the above conditions, Owner will return to you one fully executed counterpart of the Contract Documents.

City of Hailey \_\_\_\_\_  
Owner

By: \_\_\_\_\_  
Fritz X. Haemmerle

\_\_\_\_\_  
Mayor

Copy to Engineer (Use Certified Mail, Return Receipt Requested)

**AGREEMENT  
BETWEEN OWNER AND CONTRACTOR  
FOR CONSTRUCTION CONTRACT (STIPULATED PRICE)**

THIS AGREEMENT is by and between City of Hailey ("OWNER") and  
Knife River - Northwest ("Contractor")  
**ARTICLE 1 - WORK**

1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

The work consists of the reconstruction and overlay of existing travel lanes, constructing new bicycle lanes; rolled curb, gutter, storm drainage facilities, planter strip, detached sidewalks, and bus shelters with areas for bicycle parking on Woodside Blvd., construction of a roundabout at the intersection of Woodside Blvd. and Fox Acres Rd. and construction of a traffic signal at the intersection of Woodside Blvd. and SH-75 in Hailey, Idaho. Construction items include those contained in the Base Bid and Options and are not limited to: new curb and gutter, sidewalk, bike lanes, subbase aggregate, base aggregate, plantmix pavement and items associated with a traffic signal. Numerous removal items are also included.

The Work is to be completed in 2012 in accordance with the following timeline:

- Traffic Signal at SH-75/Woodside Boulevard, North Woodside Reconstruction, South Woodside Reconstruction, (2012 Construction, commence on April 15, 2012 with substantial completion by October 15, 2012)
- Roundabout at Fox Acres Road/Woodside Boulevard, (2012 Construction, commence June 25, 2012 with substantial completion by August 31, 2012)

**ARTICLE 2 - THE PROJECT**

1.02 The Project for which the Work under the Contract Documents may be the whole or only a part is generally described as follows:

City of Hailey

Woodside Boulevard Reconstruction

**ARTICLE 3 - ENGINEER**

3.01 The Project has been designed by J-U-B ENGINEERS, Inc. (Engineer of Record).

Owner will select an Engineer to perform CE&I duties which is to act as Owner's representative, assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

## ARTICLE 4 - CONTRACT TIMES

### 4.01 *Time of the Essence*

- A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

### 4.02 *Days to Achieve Substantial Completion and Final Payment*

- A. The Work will be completed on or before the dates outlined in 4.02 B and 4.02 C below and ready for final payment in accordance with Paragraph 14.07 of the General Conditions.
- B. The Work is to be completed in 2012 in accordance with the following timeline:
- Traffic Signal at SH-75/Woodside Boulevard, North Woodside Reconstruction, South Woodside Reconstruction, (2012 Construction, commence on April 15th, 2012 with substantial completion by October 15, 2012)
- C. The Work is to be completed in 2012 in accordance with the following timeline:
- Roundabout at Fox Acres Road/Woodside Boulevard, (2012 Construction, commence June 25, 2012 with substantial completion by August 31, 2012)

### 4.03 *Liquidated Damages*

- A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial loss if the Work is not completed within the times specified in Paragraph 4.02 above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty), Contractor shall pay Owner according to the following schedule:

1. For each day that expires after the time specified in Paragraph 4.02.B. the Contractor shall pay Owner **\$1500.00 per day** until the Work is substantially complete.
2. For each day that expires after the time specified in Paragraph 4.02.C. the Contractor shall pay Owner **\$1500.00 per day** until the Work is substantially complete.

After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times or any proper extension thereof granted by Owner, Contractor shall pay Owner the amount specified in Paragraph 4.03.A.1. for each day that expires after the time specified in Paragraph 4.02 above

for completion and readiness for final payment until the Work is completed and ready for final payment.

#### ARTICLE 5 – CONTRACT PRICE

5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents an amount in current funds equal to the sum of the amounts determined pursuant to Paragraphs 5.01.A below:

- A. For all Work, at the prices stated in Contractor's Bid, attached hereto as an exhibit:

#### ARTICLE 6 – PAYMENT PROCEDURES

##### 6.01 *Submittal and Processing of Payments*

- A. Contractor shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

##### 6.02 *Progress Payments; Retainage*

- A. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment on or about the **30th** day of each month during performance of the Work as provided in Paragraph 6.02.A.1 below. All such payments will be measured by the schedule of values established as provided in Paragraph 2.07.A of the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no schedule of values, as provided in the General Requirements.

- 1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Engineer may determine or Owner may withhold, including but not limited to liquidated damages, in accordance with Paragraph 14.02 of the General Conditions.

- a. **95** percent (95%) of Work completed (with the balance being retainage).  
and

- b. **90** percent (90%) of cost of materials and equipment not incorporated in the Work (with the balance being retainage).

- B. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to **95** percent (95%) of the Work completed, less such amounts as Engineer shall determine in accordance with Paragraph 14.02.B.5 of the General Conditions and less **200** percent (200%) of Engineer's estimate of the value of Work to be completed or corrected as shown on the tentative list of items to be completed or corrected attached to the certificate of Substantial Completion. If, at substantial completion, the character and progress of the work has been

satisfactory, the OWNER may, at the OWNER'S sole discretion, reduce the amount of retainage being held.

6.03 *Final Payment*

- A. Upon final completion and acceptance of the Work in accordance with Paragraph 14.07 of the General Conditions, Owner shall pay the remainder of the Contract Price as recommended by Engineer as provided in said Paragraph 14.07.

**ARTICLE 7 – INTEREST**

- 7.01 All moneys not paid when due as provided in Article 14 of the General Conditions shall bear interest at the rate of 8 percent (8%) per annum. Interest will not be paid on retainage.

**ARTICLE 8 – CONTRACTOR'S REPRESENTATIONS**

- 8.01 In order to induce Owner to enter into this Agreement, Contractor makes the following representations:

- A. Contractor has examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents;
- B. Contractor has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
- C. Contractor is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work.

Contractor has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities), if any, that have been identified in Paragraph SC-4.02 of the Supplementary Conditions as containing reliable "technical data," and (2) reports and drawings of Hazardous Environmental Conditions, if any, at the Site that have been identified in Paragraph SC-4.06 of the Supplementary Conditions as containing reliable "technical data."

- D. Contractor has considered the information known to Contractor; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, including any specific means, methods, techniques, sequences, and procedures of construction expressly required by the Contract Documents; and (3) Contractor's safety precautions and programs.

- E. Based on the information and observations referred to in Paragraph 8.01.E above, Contractor does not consider that further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.
- F. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
- G. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
- H. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
- I. The Contractor is an appropriately licensed public works contractor per Section 54-1902 (Idaho Code).
- J. Contractor shall comply with all Laws and Regulations applicable to the performance of the Work. Except where otherwise expressly required by applicable Laws and Regulations, neither Owner nor Engineer shall be responsible for monitoring Contractor's compliance with any Laws or Regulations.

## ARTICLE 9 – CONTRACT DOCUMENTS

### 9.01 *Contents*

- A. The Contract Documents consist of the following:
  - 1. This Agreement (Document 00520, inclusive).
  - 2. Performance bond (Document 00610, inclusive).
  - 3. Payment bond (Document 00615, inclusive).
  - 4. General Conditions – Division 100 of the Idaho Standards for Public Works Construction 2010 (attached).
  - 5. Supplementary Conditions (Section 3, inclusive).
  - 6. Special Provisions (Section 4, Document 00820, inclusive).
  - 7. Standard Specifications and Standard Drawings – Idaho Standards for Public Works Construction 2010 (not attached).
  - 8. Drawings bearing the following general title: City of Hailey Woodside Boulevard Reconstruction dated January 2012

9. Addenda (numbers 1 to 2, inclusive).
10. Exhibits to this Agreement (enumerated as follows):
  - a. Contractor's Bid (Bidder's checklist Document 00040, inclusive).
  - b. Documentation submitted by Contractor prior to Notice of Award (Document 00510, inclusive).
11. The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:
  - a. Notice to Proceed (Document 00550, inclusive).
  - b. Work Change Directives.
  - c. Change Orders.
- B. The documents listed in Paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 9.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in Paragraph 3.04 of the General Conditions.

## ARTICLE 10 – MISCELLANEOUS

### 10.01 Terms

- A. Terms used in this Agreement will have the meanings stated in the General Conditions and the Supplementary Conditions.

### 10.02 Assignment of Contract

- A. No assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

### 10.03 Successors and Assigns

- A. Owner and Contractor each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

#### 10.04 Severability

- A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents may be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

#### 10.05 Contractor's Certifications

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 10.05:

1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process or in the Contract execution;
2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

#### **ARTICLE 11 – DAVIS BACON AND RELATED ACTS (GENERAL WAGE DECISION)**

The Contractor will be required to pay not less than the minimum wage rates of "General Decision Number: ID120015 01/13/2012 ID15 determined by the Secretary of Labor for the project, as set out in the advertised specifications and Bid proposal. Such rates will be made a part of the contract covering the project. The Fair Labor Standards Act of 1938 (U.S.C.A. Title 29, Paragraphs 201-219, Chapter 8) shall apply in the employment of labor for this project.

General Wage Decision Number: ID120015 is part of this agreement and is attached.

#### **ARTICLE 12 – BUY AMERICA**

All steel or iron materials permanently incorporated into the work shall have been produced in the United States. All manufacturing processes for these materials including the application of coatings for such materials must occur in the United States. Coating includes all processes which protect or enhance the value of the material to which the coating is applied.

Certifications which document that steel and iron have been manufactured and that coatings for iron or steel have been applied in the United States shall be provided to the Contractor by the manufacturer. The Contractor shall provide the required certifications to the Engineer prior to incorporating these materials into the work. Certification shall extend to materials utilized in manufactured and fabricated products purchased by the Contractor.

Certifications shall conform to the requirements of Subsection 106.04 of the Idaho Transportation Department Standard Specifications for Highway Construction printed here:

**106.04 Certification of Materials.** *Certain materials may be accepted on the basis of the manufacturer's or fabricator's certification in a form acceptable to the Engineer signed by a person in responsible charge that the material was manufactured in accordance with and meets specification requirements.*

*The manufacturer's certification will not preclude the sampling and testing of the material, or its final acceptance or rejection on the basis of the test results.*

*For materials indicated to be accepted by certification, the certificates and any required backup documentation such as mill reports shall be furnished with each shipment delivered to the work; and the type and quantity of certified material in the shipment must be clearly identified in the documentations.*

Small quantities of foreign manufactured material will be permitted so long as their total cost does not exceed 0.1% of the total contract amount or \$2,500 whichever is greater.

Should foreign steel, iron, or applied coatings for iron or steel in excess of the quantities allowed herein become incorporated into the work, the Contractor shall remove such materials in excess of the allowable maximum and replace them with materials complying with these specifications at no increased cost to the Owner.

#### **ARTICLE 13 – FHWA 1273 REQUIREMENTS**

Form FHWA-1273 requirements are a part of this agreement and are attached.

#### **ARTICLE 14 – FHWA 1273 MODIFICATION**

On Page 5, Part V 2b, employee social security number and address shall not be contained in payrolls. On Page 5 delete Part VI. Completion of FHWA-47 is no longer required.

#### **ARTICLE 15 – EEO SPECIAL PROVISIONS**

##### **DISADVANTAGED BUSINESS ENTERPRISE SPECIAL PROVISIONS FOR RACE/GENDER-CONSCIOUS PROJECTS**

EEO Special Provisions and Disadvantaged Business Enterprise Special Provisions for Race/Gender-Conscious Projects are a part of this agreement and are attached.

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement. Counterparts have been delivered to Owner and Contractor. All portions of the Contract Documents have been signed or have been identified by Owner and Contractor or on their behalf.

This Agreement will be effective on March 13, 2012 (which is the Effective Date of the Agreement).

OWNER:

City of Hailey \_\_\_\_\_

By: \_\_\_\_\_

Title: Mayor \_\_\_\_\_

Attest: \_\_\_\_\_

Title: City Clerk \_\_\_\_\_

Address for giving notices:

115 Main St S. \_\_\_\_\_

Hailey, ID 83333 \_\_\_\_\_

(If Owner is a corporation, attach evidence of authority to sign. If Owner is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of this Agreement.)

CONTRACTOR

\_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

(If Contractor is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest: \_\_\_\_\_

Title: \_\_\_\_\_

Address for giving notices:

\_\_\_\_\_

\_\_\_\_\_

Idaho Public Works

Contractors License No.: \_\_\_\_\_

Agent for service of process:

\_\_\_\_\_