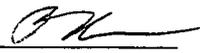


AGENDA ITEM SUMMARY

DATE: 3/14/11 DEPARTMENT: PW - Parks DEPT. HEAD SIGNATURE: 

**SUBJECT:** Motion to approve standard form of agreement, performance and payment bonds for Rodeo Park Project construction contract with Anvil Fence Company in the amount of \$182,400.00, and authorize Mayor to sign contingent upon City Attorney approval.

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

**BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:**

This bid was opened on February 10 and approved at the February 14 council meeting. This bid is for the rough stock arena fencing, panels and bucking chutes.

**FISCAL IMPACT / PROJECT FINANCIAL ANALYSIS:** Caselle  
# \_\_\_\_\_  
Budget Line Item # \_\_\_\_\_ YTD Line Item Balance \$ \_\_\_\_\_  
Estimated Hours Spent to Date: \_\_\_\_\_ Estimated Completion Date: \_\_\_\_\_  
Staff Contact: Tom Hellen Phone # 788-9830 Ext 14  
Comments:

**ACKNOWLEDGEMENT BY OTHER AFFECTED CITY DEPARTMENTS:** (IF APPLICABLE)  
\_\_\_\_ City Attorney      \_\_\_\_ Clerk / Finance Director      \_\_\_\_ Engineer      \_\_\_\_ Building  
\_\_\_\_ Library      \_\_\_\_ Planning      \_\_\_\_ Fire Dept.      \_\_\_\_  
\_\_\_\_ Safety Committee      \_\_\_\_ P & Z Commission      \_\_\_\_ Police      \_\_\_\_  
\_\_\_\_ Streets      \_\_\_\_ Public Works, Parks      \_\_\_\_ Mayor      \_\_\_\_

**RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD:**

**ADMINISTRATIVE COMMENTS/APPROVAL:**

City Administrator \_\_\_\_\_ Dept. Head Attend Meeting (circle one) Yes No

**ACTION OF THE CITY COUNCIL:**  
Date \_\_\_\_\_

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

**FOLLOW-UP:**

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

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

Draft 12-30-03



**AIA**<sup>®</sup>

# Document A101/CMa<sup>™</sup> - 1992

## Standard Form of Agreement Between Owner and Contractor where the basis of payment is a STIPULATED SUM

AGREEMENT made as of the 16th day of February in the year 2011  
(In words, indicate day, month and year.)

BETWEEN the Owner:  
(Name, legal status and address)

City of Hailey  
115 South Main  
Hailey, Idaho 83333

and the Contractor:  
(Name, legal status and address)

Anvil Fence Company  
106 East 46th Place  
Boise, Idaho 83714-4701

For the following Project:  
(Include detailed description of Project, location, address and scope.)

City of Hailey  
Rodeo Grounds Project -  
Excludes:

- Work associated with the construction of the Ice Rink
- Demolition of existing rodeo grounds
- Installation of primary sewer and water utilities

The Construction Manager is:  
(Name, legal status and address)

Kreizenbeck, LLC dba Kreizenbeck Constructors  
251 East Front Street  
Suite 110  
Boise, Idaho 83702

The Architect is:  
(Name, legal status and address)

Ruscitto/Latham/Blanton Architectura, P.A.  
PO Box 419  
Sun Valley, Idaho 83353

The Owner and Contractor agree as set forth below.

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

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

The 1992 Edition of AIA Document A201/CMa, General Conditions of the Contract for Construction, Construction Manager-Adviser Edition, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

**ARTICLE 1 THE CONTRACT DOCUMENTS**

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement and Modifications issued after execution of this Agreement; these form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. An enumeration of the Contract Documents, other than Modifications, appears in Article 9.

**ARTICLE 2 THE WORK OF THIS CONTRACT**

The Contractor shall execute the entire Work described in the Contract Documents, except to the extent specifically indicated in the Contract Documents to be the responsibility of others, or as follows:

**SEE AMENDMENT "A" ATTACHED**

**ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION**

§ 3.1 The date of commencement is the date from which the Contract Time of Section 3.2 is measured, and shall be the date of this Agreement, as first written above, unless a different date is stated below or provision is made for the date to be fixed in a notice to proceed issued by the Owner.

*(Insert the date of commencement, if it differs from the date of this Agreement or, if applicable, state that the date will be fixed in a notice to proceed.)*

**The commencement date will be fixed by issuance of a Notice to Proceed.**

Unless the date of commencement is established by a notice to proceed issued by the Owner, the Contractor shall notify the Owner, through the Construction Manager, in writing not less than five days before commencing the Work to permit the timely filing of mortgages, mechanic's liens and other security interests.

§ 3.2 The Contractor shall achieve Substantial Completion of the entire Work not later than *(Insert the calendar date or number of calendar days after the date of commencement. Also insert any requirements for earlier Substantial Completion of certain portions of the Work, if not stated elsewhere in the Contract Documents.)*

See Bid Package Description in Amendment "A" Attached

<b>Portion of Work</b>	<b>Substantial Completion date</b>
------------------------	------------------------------------

, subject to adjustments of this Contract Time as provided in the Contract Documents. *(Insert provisions, if any, for liquidated damages relating to failure to complete on time.)*

**ARTICLE 4 CONTRACT SUM**

§ 4.1 The Owner shall pay the Contractor in current funds for the Contractor's performance of the Contract the Contract Sum of One Hundred Eight-Two Thousand Four Hundred Dollars and Zero Cents

(\$ 182,400.00 ), subject to additions and deductions as provided in the Contract Documents.

§ 4.2 The Contract Sum is based upon the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner:

*(State the numbers or other identification of accepted alternates. If decisions on other alternates are to be made by the Owner subsequent to the execution of this Agreement, attach a schedule of such other alternates showing the amount for each and the date until which that amount is valid.)*

§ 4.3 Unit prices, if any, are as follows:

Description	Price (\$ 0.00)
-------------	-----------------

#### ARTICLE 5 PROGRESS PAYMENTS

§ 5.1 Based upon Applications for Payment submitted by the Contractor to the Construction Manager, and upon Project Applications and Certificates for Payment issued by the Construction Manager and Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

§ 5.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

§ 5.3 Provided an Application for Payment is submitted to the Construction Manager not later than the 25<sup>th</sup> day of a month, the Owner shall make payment to the Contractor not later than the 25<sup>th</sup> day of the **following** month. If an Application for Payment is received by the Construction Manager after the application date fixed above, payment shall be made by the Owner not later than **Thirty ( 30 )** days after the Construction Manager receives the Application for Payment.

§ 5.4 Each Application for Payment shall be based upon the Schedule of Values submitted by the Contractor in accordance with the Contract Documents. The Schedule of Values shall allocate the entire Contract Sum among the various portions of the Work and be prepared in such form and supported by such data to substantiate its accuracy as the Construction Manager or Architect may require. This schedule, unless objected to by the Construction Manager or Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 5.5 Applications for Payment shall indicate the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

§ 5.6 Subject to the provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

§ 5.6.1 Take that portion of the Contract Sum properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the total Contract Sum allocated to that portion of the Work in the Schedule of Values, less retainage of **Five Percent ( 5% )**. Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute may be included as provided in Section 7.3.7 of the General Conditions;

§ 5.6.2 Add that portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction (or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing), less retainage of **Five Percent ( 5% )**;

§ 5.6.3 Subtract the aggregate of previous payments made by the Owner; and

§ 5.6.4 Subtract amounts, if any, for which the Construction Manager or Architect has withheld or nullified a Certificate for Payment as provided in Section 9.5 of the General Conditions.

§ 5.7 The progress payment amount determined in accordance with Section 5.6 shall be further modified under the following circumstances:

§ 5.7.1 Add, upon Substantial Completion of the Work, a sum sufficient to increase the total payments to **Ninety-Five Percent ( 95% )** of the Contract Sum, less such amounts as the Construction Manager recommends and the Architect determines for incomplete Work and unsettled claims; and

§ 5.7.2 Add, if final completion of the Work is thereafter materially delayed through no fault of the Contractor, any additional amounts payable in accordance with Section 9.10.3 of the General Conditions.

§ 5.8 Reduction or limitation of retainage, if any, shall be as follows:

*(If it is intended, prior to Substantial Completion of the entire Work, to reduce or limit the retainage resulting from the percentages inserted in Sections 5.6.1 and 5.6.2 above, and this is not explained elsewhere in the Contract Documents, insert here provisions for such reduction or limitation.)*

## ARTICLE 6 FINAL PAYMENT

Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when (1) the Contract has been fully performed by the Contractor except for the Contractor's responsibility to correct nonconforming Work as provided in Section 12.2.2 of the General Conditions and to satisfy other requirements, if any, which necessarily survive final payment; and (2) a final Project Certificate for Payment has been issued by the Construction Manager and Architect; such final payment shall be made by the Owner not more than 30 days after the issuance of the final Project Certificate for Payment, or as follows:

## ARTICLE 7 MISCELLANEOUS PROVISIONS

§ 7.1 Where reference is made in this Agreement to a provision of the General Conditions or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents:

§ 7.2 Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

*(Insert rate of interest agreed upon, if any.)*

**The legal rate of interest shall be 8% per annum**

*(Usury laws and requirements under the Federal Truth in Lending Act, similar state and local consumer credit laws and other regulations at the Owner's and Contractor's principal places of business, the location of the Project and elsewhere may affect the validity of this provision. Legal advice should be obtained with respect to deletions or modifications, and also regarding requirements such as written disclosures or waivers.)*

§ 7.3 Temporary facilities and services:

*(Here insert temporary facilities and services which are different from or in addition to those included elsewhere in the Contract Documents.)*

Project Manual dated January 14, 2011

§ 7.4 Other Provisions:

*(Here list any special provisions affecting the Contract.)*

## ARTICLE 8 TERMINATION OR SUSPENSION

§ 8.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of the General Conditions.

§ 8.2 The Work may be suspended by the Owner as provided in Article 14 of the General Conditions.

#### ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 The Contract Documents, except for Modifications issued after execution of this Agreement, are enumerated as follows:

§ 9.1.1 The Agreement is this executed Standard Form of Agreement Between Owner and Contractor, AIA Document A101/CMA, 1992 Construction Manager-Adviser Edition.

§ 9.1.2 The General Conditions are the General Conditions of the Contract for Construction, AIA Document A201/CMA, 1992 Construction Manager-Adviser Edition.

§ 9.1.3 The Supplementary and other Conditions of the Contract are those contained in the Project Manual dated January, 14, 2011, and are as follows:

Document	Title	Pages
Exhibit A	Contract Document Schedule	1

§ 9.1.4 The Specifications are those contained in the Project Manual dated as in Section 9.1.3, and are as follows:  
(Either list the Specifications here or refer to an exhibit attached to this Agreement.)

**Title of Specifications Exhibit: Contract Document Schedule, Exhibit A**

*(Table deleted)*

§ 9.1.5 The Drawings are as follows:  
(Either list the Drawings here or refer to an exhibit attached to this Agreement.)

**Title of Drawings Exhibit: Contract Document Schedule, Exhibit A**

*(Table deleted)*

§ 9.1.6 The Addenda, if any, are as follows:

Number	Date	Pages
One	2/7/11	3

Portions of Addenda relating to bidding requirements are not part of the Contract Documents unless the bidding requirements are also enumerated in this Article 9.

§ 9.1.7 Other documents, if any, forming part of the Contract Documents are as follows:  
(List here any additional documents which are intended to form part of the Contract Documents. The General Conditions provide that bidding requirements such as advertisement or invitation to bid, Instructions to Bidders, sample forms and the Contractor's bid are not part of the Contract Documents unless enumerated in this Agreement. They should be listed here only if intended to be part of the Contract Documents.)

**Contract Document Schedule, Exhibit A**

**Standard Form of Agreement between Owner and Contractor, AIA Document A101/CMA, 1992  
General Conditions of the Contract for Construction, AIA Document A201/CMA, 1992**

init.

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

OWNER

CONTRACTOR

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Printed name and title)

  
\_\_\_\_\_  
(Signature)

MIKE THOMPSON  
President  
\_\_\_\_\_  
(Printed name and title) Civil Fence Company

Init.

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User Notes:

6

(1899189614)

## AMENDMENT "A"

### BID PACKAGE DESCRIPTION & BID FORM Hailey Rodeo Arena Multi-Use Facility Phase IV

#### Bid Package No. 19 Rough Stock Arena Fence, Panels and Bucking Chutes

**Bid Requirements:** Provide all labor, material and equipment to complete all rough stock arena fence, panels and bucking chutes as noted in the construction documents and per the following:

Division 01 – General Requirements  
Section 323101 – Rough Stock Arena Fence, Panels and Bucking Chutes

**This bid package specifically includes but is not limited to:**

- Furnish and install all permanent and portable rough stock arena fence including but not limited to, posts footings, panels, gates, bucking chutes, connectors, hardware, latches roping chute, alley gates, stairs/handrails, bucking chute pads, barrier devices, overhead bracing, etc. as may be required for a full and complete professional rodeo arena in accordance with the construction documents.
- Furnish and install all concrete for this bid package as required for a complete installation in accordance with construction documents.
- Furnish and install arena fence gates in accordance with construction documents.
- The installation of this work package is scheduled for materials on site May 2, 2011 and installation completed by May 20, 2011.
- All submittals are due within 10 days of notice to proceed.

This bid package specifically excludes:

- Ornamental Control Fencing

**CONTRACT DOCUMENT SCHEDULE (EXHIBIT A)**  
**Hailey Rodeo Arena Multi-Use Facility – PHASE IV**  
**791 Main Street South**  
**Hailey, Idaho 83333**

**KC PROJECT NO. 10-007**  
February 2011

**PROJECT DOCUMENTS** as issued by Ruscitto/Latham/Blanton Architectura, P.A. and prepared by the following project team:

Architect – Ruscitto/Latham/Blanton Architectura, P.A.  
Civil Engineer – Galena Engineering  
Geotechnical Engineering – Geoengineers, Inc.  
Structural Engineer – Ruscitto/Latham/Blanton Architectura, P.A.  
Mechanical Engineer – ES2  
Electrical Engineer – Paul Stoops Associates

**PROJECT MANUALS**

Phase IV Project Manual – dated January 14, 2011

**ADDENDA:**

Addendum No. One dated February 7, 2011 (3 – 8 ½ x 11 pgs)

**DRAWINGS – dated January 14, 2011**

**ARCHITECTURAL / STRUCTURAL**

1.0	Project Information	2.0	Site Plan
C2	Survey	C3	Site Utilities Plan
C4	Grading & Drainage Site Plan	C5	Civil Details
4.0	Main Level Floor Plan	4.1	Upper Level Floor Plan
4.8	Main Level Fencing Plan	5.0	Building Section / Elevations
5.1	Building Sections	6.0	Building Elevations
D4.0	Fencing Details		

AGENDA ITEM SUMMARY

DATE: 3/14/11 DEPARTMENT: PW - Parks DEPT. HEAD SIGNATURE: 

**SUBJECT:** Motion to approve standard form of agreement, performance and payment bonds for Rodeo Park Project construction contract with Lakeside Industries dba Valley Paving in the amount of \$100,061.00, and authorize Mayor to sign contingent upon City Attorney approval.

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

**BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:**

This bid was opened on February 10 and approved at the February 14 council meeting. This bid is for the asphalt paving of the site.

**FISCAL IMPACT / PROJECT FINANCIAL ANALYSIS:** Caselle  
# \_\_\_\_\_  
Budget Line Item # \_\_\_\_\_ YTD Line Item Balance \$ \_\_\_\_\_  
Estimated Hours Spent to Date: \_\_\_\_\_ Estimated Completion Date: \_\_\_\_\_  
Staff Contact: Tom Hellen Phone # 788-9830 Ext 14  
Comments:

**ACKNOWLEDGEMENT BY OTHER AFFECTED CITY DEPARTMENTS:** (IF APPLICABLE)  
\_\_\_\_ City Attorney \_\_\_\_\_ Clerk / Finance Director \_\_\_\_\_ Engineer \_\_\_\_\_ Building  
\_\_\_\_ Library \_\_\_\_\_ Planning \_\_\_\_\_ Fire Dept. \_\_\_\_\_  
\_\_\_\_ Safety Committee \_\_\_\_\_ P & Z Commission \_\_\_\_\_ Police \_\_\_\_\_  
\_\_\_\_ Streets \_\_\_\_\_ Public Works, Parks \_\_\_\_\_ Mayor \_\_\_\_\_

**RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD:**

**ADMINISTRATIVE COMMENTS/APPROVAL:**

City Administrator \_\_\_\_\_ Dept. Head Attend Meeting (circle one) Yes No

**ACTION OF THE CITY COUNCIL:**  
Date \_\_\_\_\_

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

**FOLLOW-UP:**

\*Ord./Res./Agmt./Order Originals: Record

Copies (all info.):

Instrument # \_\_\_\_\_

\*Additional/Exceptional Originals to: \_\_\_\_\_

Copies (AIS only)

Draft 12-30-03



**AIA**<sup>®</sup>

# Document A101/CMa<sup>™</sup> – 1992

## *Standard Form of Agreement Between Owner and Contractor where the basis of payment is a STIPULATED SUM*

AGREEMENT made as of the 16th day of February in the year 2011  
*(In words, indicate day, month and year.)*

**BETWEEN** the Owner:  
*(Name, legal status and address)*

City of Hailey  
115 South Main  
Hailey, Idaho 83333

and the Contractor:  
*(Name, legal status and address)*

Lakeside Industries, Inc.  
dba Valley Paving  
PO Box 775  
Bellevue, Idaho 83313

For the following Project:  
*(Include detailed description of Project, location, address and scope.)*

City of Hailey  
Rodeo Grounds Project –  
Excludes:

- Work associated with the construction of the Ice Rink
- Demolition of existing rodeo grounds
- Installation of primary sewer and water utilities

The Construction Manager is:  
*(Name, legal status and address)*

Kreizenbeck, LLC dba Kreizenbeck Constructors  
251 East Front Street  
Suite 110  
Boise, Idaho 83702

The Architect is:  
*(Name, legal status and address)*

Ruscitto/Latham/Blanton Architectura, P.A.  
PO Box 419  
Sun Valley, Idaho 83353

The Owner and Contractor agree as set forth below.

**ADDITIONS AND DELETIONS:**

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

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

The 1992 Edition of AIA Document A201/CMa, General Conditions of the Contract for Construction, Construction Manager-Adviser Edition, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

Init.

AIA Document A101/CMa<sup>™</sup> – 1992. Copyright © 1992 by The American Institute of Architects. All rights reserved. WARNING: This AIA<sup>®</sup> Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA<sup>®</sup> Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This document was produced by AIA software at 08:38:48 on 12/30/2010 under Order No.2317669618\_1 which expires on 01/17/2011, and is not for resale.

User Notes:

(1899189614)

**ARTICLE 1 THE CONTRACT DOCUMENTS**

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement and Modifications issued after execution of this Agreement; these form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. An enumeration of the Contract Documents, other than Modifications, appears in Article 9.

**ARTICLE 2 THE WORK OF THIS CONTRACT**

The Contractor shall execute the entire Work described in the Contract Documents, except to the extent specifically indicated in the Contract Documents to be the responsibility of others, or as follows:

**SEE AMENDMENT "A" ATTACHED**

**ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION**

§ 3.1 The date of commencement is the date from which the Contract Time of Section 3.2 is measured, and shall be the date of this Agreement, as first written above, unless a different date is stated below or provision is made for the date to be fixed in a notice to proceed issued by the Owner.

*(Insert the date of commencement, if it differs from the date of this Agreement or, if applicable, state that the date will be fixed in a notice to proceed.)*

**The commencement date will be fixed by issuance of a Notice to Proceed.**

Unless the date of commencement is established by a notice to proceed issued by the Owner, the Contractor shall notify the Owner, through the Construction Manager, in writing not less than five days before commencing the Work to permit the timely filing of mortgages, mechanic's liens and other security interests.

§ 3.2 The Contractor shall achieve Substantial Completion of the entire Work not later than

*(Insert the calendar date or number of calendar days after the date of commencement. Also insert any requirements for earlier Substantial Completion of certain portions of the Work, if not stated elsewhere in the Contract Documents.)*

See Bid Package Description in Amendment "A" Attached

Portion of Work	Substantial Completion date

, subject to adjustments of this Contract Time as provided in the Contract Documents.  
*(Insert provisions, if any, for liquidated damages relating to failure to complete on time.)*

**ARTICLE 4 CONTRACT SUM**

§ 4.1 The Owner shall pay the Contractor in current funds for the Contractor's performance of the Contract the Contract Sum of One-Hundred Thousand Sixty-One Dollars and Zero Cents

(\$ 100,061.00 ), subject to additions and deductions as provided in the Contract Documents.

§ 4.2 The Contract Sum is based upon the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner:

*(State the numbers or other identification of accepted alternates. If decisions on other alternates are to be made by the Owner subsequent to the execution of this Agreement, attach a schedule of such other alternates showing the amount for each and the date until which that amount is valid.)*

§ 4.3 Unit prices, if any, are as follows:

Description

Price (\$ 0.00)

#### ARTICLE 5 PROGRESS PAYMENTS

§ 5.1 Based upon Applications for Payment submitted by the Contractor to the Construction Manager, and upon Project Applications and Certificates for Payment issued by the Construction Manager and Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

§ 5.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

§ 5.3 Provided an Application for Payment is submitted to the Construction Manager not later than the 25<sup>th</sup> day of a month, the Owner shall make payment to the Contractor not later than the 25<sup>th</sup> day of the **following** month. If an Application for Payment is received by the Construction Manager after the application date fixed above, payment shall be made by the Owner not later than **Thirty ( 30 )** days after the Construction Manager receives the Application for Payment.

§ 5.4 Each Application for Payment shall be based upon the Schedule of Values submitted by the Contractor in accordance with the Contract Documents. The Schedule of Values shall allocate the entire Contract Sum among the various portions of the Work and be prepared in such form and supported by such data to substantiate its accuracy as the Construction Manager or Architect may require. This schedule, unless objected to by the Construction Manager or Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 5.5 Applications for Payment shall indicate the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

§ 5.6 Subject to the provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

§ 5.6.1 Take that portion of the Contract Sum properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the total Contract Sum allocated to that portion of the Work in the Schedule of Values, less retainage of **Five Percent ( 5% )**. Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute may be included as provided in Section 7.3.7 of the General Conditions;

§ 5.6.2 Add that portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction (or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing), less retainage of **Five Percent ( 5% )**;

§ 5.6.3 Subtract the aggregate of previous payments made by the Owner; and

§ 5.6.4 Subtract amounts, if any, for which the Construction Manager or Architect has withheld or nullified a Certificate for Payment as provided in Section 9.5 of the General Conditions.

§ 5.7 The progress payment amount determined in accordance with Section 5.6 shall be further modified under the following circumstances:

§ 5.7.1 Add, upon Substantial Completion of the Work, a sum sufficient to increase the total payments to **Ninety-Five Percent ( 95% )** of the Contract Sum, less such amounts as the Construction Manager recommends and the Architect determines for incomplete Work and unsettled claims; and

§ 5.7.2 Add, if final completion of the Work is thereafter materially delayed through no fault of the Contractor, any additional amounts payable in accordance with Section 9.10.3 of the General Conditions.

§ 5.8 Reduction or limitation of retainage, if any, shall be as follows:

*(If it is intended, prior to Substantial Completion of the entire Work, to reduce or limit the retainage resulting from the percentages inserted in Sections 5.6.1 and 5.6.2 above, and this is not explained elsewhere in the Contract Documents, insert here provisions for such reduction or limitation.)*

## ARTICLE 6 FINAL PAYMENT

Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when (1) the Contract has been fully performed by the Contractor except for the Contractor's responsibility to correct nonconforming Work as provided in Section 12.2.2 of the General Conditions and to satisfy other requirements, if any, which necessarily survive final payment; and (2) a final Project Certificate for Payment has been issued by the Construction Manager and Architect; such final payment shall be made by the Owner not more than 30 days after the issuance of the final Project Certificate for Payment, or as follows:

## ARTICLE 7 MISCELLANEOUS PROVISIONS

§ 7.1 Where reference is made in this Agreement to a provision of the General Conditions or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 7.2 Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

*(Insert rate of interest agreed upon, if any.)*

**The legal rate of interest shall be 8% per annum**

*(Usury laws and requirements under the Federal Truth in Lending Act, similar state and local consumer credit laws and other regulations at the Owner's and Contractor's principal places of business, the location of the Project and elsewhere may affect the validity of this provision. Legal advice should be obtained with respect to deletions or modifications, and also regarding requirements such as written disclosures or waivers.)*

§ 7.3 Temporary facilities and services:

*(Here insert temporary facilities and services which are different from or in addition to those included elsewhere in the Contract Documents.)*

Project Manual dated January 14, 2011

§ 7.4 Other Provisions:

*(Here list any special provisions affecting the Contract.)*

## ARTICLE 8 TERMINATION OR SUSPENSION

§ 8.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of the General Conditions.

Init.

§ 8.2 The Work may be suspended by the Owner as provided in Article 14 of the General Conditions.

#### ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 The Contract Documents, except for Modifications issued after execution of this Agreement, are enumerated as follows:

§ 9.1.1 The Agreement is this executed Standard Form of Agreement Between Owner and Contractor, AIA Document A101/CMA, 1992 Construction Manager-Adviser Edition.

§ 9.1.2 The General Conditions are the General Conditions of the Contract for Construction, AIA Document A201/CMA, 1992 Construction Manager-Adviser Edition.

§ 9.1.3 The Supplementary and other Conditions of the Contract are those contained in the Project Manual dated January, 14, 2011, and are as follows:

Document	Title	Pages
Exhibit A	Contract Document Schedule	1

§ 9.1.4 The Specifications are those contained in the Project Manual dated as in Section 9.1.3, and are as follows: *(Either list the Specifications here or refer to an exhibit attached to this Agreement.)*

**Title of Specifications Exhibit: Contract Document Schedule, Exhibit A**

*(Table deleted)*

§ 9.1.5 The Drawings are as follows:

*(Either list the Drawings here or refer to an exhibit attached to this Agreement.)*

**Title of Drawings Exhibit: Contract Document Schedule, Exhibit A**

*(Table deleted)*

§ 9.1.6 The Addenda, if any, are as follows:

Number	Date	Pages
One	2/7/11	3

Portions of Addenda relating to bidding requirements are not part of the Contract Documents unless the bidding requirements are also enumerated in this Article 9.

§ 9.1.7 Other documents, if any, forming part of the Contract Documents are as follows:

*(List here any additional documents which are intended to form part of the Contract Documents. The General Conditions provide that bidding requirements such as advertisement or invitation to bid, Instructions to Bidders, sample forms and the Contractor's bid are not part of the Contract Documents unless enumerated in this Agreement. They should be listed here only if intended to be part of the Contract Documents.)*

**Contract Document Schedule, Exhibit A**

**Standard Form of Agreement between Owner and Contractor, AIA Document A101/CMA, 1992**  
**General Conditions of the Contract for Construction, AIA Document A201/CMA, 1992**

Init.

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

OWNER

CONTRACTOR

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Printed name and title)

  
(Signature)  
BERT HEATH - Division Manager  
(Printed name and title)

Init.

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User Notes:

(1899189614)

## AMENDMENT "A"

### BID PACKAGE DESCRIPTION Hailey Rodeo Arena Multi-Use Facility – PHASE IV

#### Bid Package No. 17 Asphalt Paving

**Bid Requirements:** Provide all labor, material, and equipment to complete the asphalt paving, site striping, and site signage as noted on the drawings and per the following:

Division 01 – General Requirements

**This bid package specifically includes but is not limited to:**

- All construction shall be in conformance with the most current edition of the "Idaho Standards for Public Works Construction" (ISPWC) and Hailey City Standard Drawings and Specifications. The Contractor shall be responsible for obtaining and keeping a copy of the ISPWC drawing on site during construction.
- Provide all labor, materials, and equipment for the placement of asphalt paving parking areas and asphalt paving walkways in accordance with the construction documents.
- Furnish and install all site pavement markings including No-Parking striping, Handicap Parking Symbols, Parking Lot striping in accordance with the construction documents and the City of Hailey street department specifications.
- Furnish and Install all signage as required per the construction documents and the City of Hailey Street Department specifications.
- Provide new sawcutting and tackifier at existing asphalt edges regardless of previous work, to ensure quality connection point between surfaces.
- Coordinate with bid packages 15 "Sitework" and 16 "Site Concrete" for work previously issued under separate contracts.
- Provide all dust control for this work package while on site.
- Remove offsite all trash and waste debris created by this work.
- Anticipate paving to be completed in two phases. Asphalt walk ways around the concession / restroom buildings will occur the 1<sup>st</sup> week of May 2011. The remainder of paving to be completed 1<sup>st</sup> week of June 2011.
- All submittals are due within 10 days of notice to proceed.

**This bid package specifically excludes:**

- All Surveying is provided by the owner.

**CONTRACT DOCUMENT SCHEDULE (EXHIBIT A)**  
**Hailey Rodeo Arena Multi-Use Facility – PHASE IV**  
**791 Main Street South**  
**Hailey, Idaho 83333**

**KC PROJECT NO. 10-007**  
February 2011

**PROJECT DOCUMENTS** as issued by Ruscitto/Latham/Blanton Architectura, P.A. and prepared by the following project team:

Architect – Ruscitto/Latham/Blanton Architectura, P.A.  
Civil Engineer – Galena Engineering  
Geotechnical Engineering – Geoengineers, Inc.  
Structural Engineer – Ruscitto/Latham/Blanton Architectura, P.A.  
Mechanical Engineer – ES2  
Electrical Engineer – Paul Stoops Associates

**PROJECT MANUALS**

Phase IV Project Manual – dated January 14, 2011

**ADDENDA:**

Addendum No. One dated February 7, 2011 (3 – 8 ½ x 11 pgs)

**DRAWINGS – dated January 14, 2011**

**ARCHITECTURAL / STRUCTURAL**

1.0	Project Information	2.0	Site Plan
C2	Survey	C3	Site Utilities Plan
C4	Grading & Drainage Site Plan	C5	Civil Details
4.0	Main Level Floor Plan	4.1	Upper Level Floor Plan
4.8	Main Level Fencing Plan	5.0	Building Section / Elevations
5.1	Building Sections	6.0	Building Elevations
D4.0	Fencing Details		

**AGENDA ITEM SUMMARY**

DATE: 3/14/11 DEPARTMENT: PW - Parks DEPT. HEAD SIGNATURE: 

**SUBJECT:** Motion to approve standard form of agreement, performance and payment bonds for Rodeo Park Project construction contract with Cascade Fence Co., Inc. in the amount of \$23,780.00, and authorize Mayor to sign contingent upon City Attorney approval..

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

**BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:**

This bid was opened on February 10 and approved at the February 14 council meeting. This bid is for the ornamental control fencing.

**FISCAL IMPACT / PROJECT FINANCIAL ANALYSIS:** Caselle

# \_\_\_\_\_  
Budget Line Item # \_\_\_\_\_ YTD Line Item Balance \$ \_\_\_\_\_  
Estimated Hours Spent to Date: \_\_\_\_\_ Estimated Completion Date: \_\_\_\_\_  
Staff Contact: Tom Hellen Phone # 788-9830 Ext 14  
Comments: \_\_\_\_\_

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

____ City Attorney	____ Clerk / Finance Director	____ Engineer	____ Building
____ Library	____ Planning	____ Fire Dept.	____
____ Safety Committee	____ P & Z Commission	____ Police	____
____ Streets	____ Public Works, Parks	____ Mayor	____

**RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD:**

**ADMINISTRATIVE COMMENTS/APPROVAL:**

City Administrator \_\_\_\_\_ Dept. Head Attend Meeting (circle one) Yes No

**ACTION OF THE CITY COUNCIL:**  
Date \_\_\_\_\_

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

**FOLLOW-UP:**

\*Ord./Res./Agmt./Order Originals: Record

\*Additional/Exceptional Originals to: \_\_\_\_\_

Copies (all info.):

Copies (AIS only)

Instrument # \_\_\_\_\_

Draft 12-30-03

 **AIA** Document A101/CMa™ – 1992

**Standard Form of Agreement Between Owner and Contractor where the basis of payment is a STIPULATED SUM**

AGREEMENT made as of the 16th day of February in the year 2011  
(In words, indicate day, month and year.)

**BETWEEN** the Owner:  
(Name, legal status and address)

City of Hailey  
115 South Main  
Hailey, Idaho 83333

and the Contractor:  
(Name, legal status and address)

Cascade Fence Co., Inc.  
151 North Linder Road  
Meridian, Idaho 83642

For the following Project:  
(Include detailed description of Project, location, address and scope.)

City of Hailey  
Rodeo Grounds Project –

Excludes:

- Work associated with the construction of the Ice Rink
- Demolition of existing rodeo grounds
- Installation of primary sewer and water utilities

The Construction Manager is:  
(Name, legal status and address)

Kreizenbeck , LLC dba Kreizenbeck Constructors  
251 East Front Street  
Suite 110  
Boise, Idaho 83702

The Architect is:  
(Name, legal status and address)

Ruscitto/Latham/Blanton Architectura, P.A.  
PO Box 419  
Sun Valley, Idaho 83353

The Owner and Contractor agree as set forth below.

**ADDITIONS AND DELETIONS:**

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

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

The 1992 Edition of AIA Document A201/CMa, General Conditions of the Contract for Construction, Construction Manager-Adviser Edition, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

Init.

**ARTICLE 1 THE CONTRACT DOCUMENTS**

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement and Modifications issued after execution of this Agreement; these form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. An enumeration of the Contract Documents, other than Modifications, appears in Article 9.

**ARTICLE 2 THE WORK OF THIS CONTRACT**

The Contractor shall execute the entire Work described in the Contract Documents, except to the extent specifically indicated in the Contract Documents to be the responsibility of others, or as follows:

**SEE AMENDMENT "A" ATTACHED**

**ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION**

§ 3.1 The date of commencement is the date from which the Contract Time of Section 3.2 is measured, and shall be the date of this Agreement, as first written above, unless a different date is stated below or provision is made for the date to be fixed in a notice to proceed issued by the Owner.

*(Insert the date of commencement, if it differs from the date of this Agreement or, if applicable, state that the date will be fixed in a notice to proceed.)*

**The commencement date will be fixed by issuance of a Notice to Proceed.**

Unless the date of commencement is established by a notice to proceed issued by the Owner, the Contractor shall notify the Owner, through the Construction Manager, in writing not less than five days before commencing the Work to permit the timely filing of mortgages, mechanic's liens and other security interests.

§ 3.2 The Contractor shall achieve Substantial Completion of the entire Work not later than

*(Insert the calendar date or number of calendar days after the date of commencement. Also insert any requirements for earlier Substantial Completion of certain portions of the Work, if not stated elsewhere in the Contract Documents.)*

See Bid Package Description in Amendment "A" Attached

Portion of Work

Substantial Completion date

, subject to adjustments of this Contract Time as provided in the Contract Documents.

*(Insert provisions, if any, for liquidated damages relating to failure to complete on time.)*

**ARTICLE 4 CONTRACT SUM**

§ 4.1 The Owner shall pay the Contractor in current funds for the Contractor's performance of the Contract the Contract Sum of Twenty-Three Thousand Seven Hundred Eighty Dollars and Zero Cents

(\$ 23,780.00 ), subject to additions and deductions as provided in the Contract Documents.

§ 4.2 The Contract Sum is based upon the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner:

*(State the numbers or other identification of accepted alternates. If decisions on other alternates are to be made by the Owner subsequent to the execution of this Agreement, attach a schedule of such other alternates showing the amount for each and the date until which that amount is valid.)*

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User Notes: (1899189614)

Init.

§ 4.3 Unit prices, if any, are as follows:

Description	Price (\$ 0.00)
-------------	-----------------

#### ARTICLE 5 PROGRESS PAYMENTS

§ 5.1 Based upon Applications for Payment submitted by the Contractor to the Construction Manager, and upon Project Applications and Certificates for Payment issued by the Construction Manager and Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

§ 5.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

§ 5.3 Provided an Application for Payment is submitted to the Construction Manager not later than the 25<sup>th</sup> day of a month, the Owner shall make payment to the Contractor not later than the 25<sup>th</sup> day of the **following** month. If an Application for Payment is received by the Construction Manager after the application date fixed above, payment shall be made by the Owner not later than **Thirty ( 30 )** days after the Construction Manager receives the Application for Payment.

§ 5.4 Each Application for Payment shall be based upon the Schedule of Values submitted by the Contractor in accordance with the Contract Documents. The Schedule of Values shall allocate the entire Contract Sum among the various portions of the Work and be prepared in such form and supported by such data to substantiate its accuracy as the Construction Manager or Architect may require. This schedule, unless objected to by the Construction Manager or Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 5.5 Applications for Payment shall indicate the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

§ 5.6 Subject to the provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

§ 5.6.1 Take that portion of the Contract Sum properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the total Contract Sum allocated to that portion of the Work in the Schedule of Values, less retainage of **Five Percent ( 5% )**. Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute may be included as provided in Section 7.3.7 of the General Conditions;

§ 5.6.2 Add that portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction (or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing), less retainage of **Five Percent ( 5% )**;

§ 5.6.3 Subtract the aggregate of previous payments made by the Owner; and

§ 5.6.4 Subtract amounts, if any, for which the Construction Manager or Architect has withheld or nullified a Certificate for Payment as provided in Section 9.5 of the General Conditions.

§ 5.7 The progress payment amount determined in accordance with Section 5.6 shall be further modified under the following circumstances:

§ 5.7.1 Add, upon Substantial Completion of the Work, a sum sufficient to increase the total payments to **Ninety-Five Percent (95%)** of the Contract Sum, less such amounts as the Construction Manager recommends and the Architect determines for incomplete Work and unsettled claims; and

§ 5.7.2 Add, if final completion of the Work is thereafter materially delayed through no fault of the Contractor, any additional amounts payable in accordance with Section 9.10.3 of the General Conditions.

§ 5.8 Reduction or limitation of retainage, if any, shall be as follows:

*(If it is intended, prior to Substantial Completion of the entire Work, to reduce or limit the retainage resulting from the percentages inserted in Sections 5.6.1 and 5.6.2 above, and this is not explained elsewhere in the Contract Documents, insert here provisions for such reduction or limitation.)*

#### ARTICLE 6 FINAL PAYMENT

Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when (1) the Contract has been fully performed by the Contractor except for the Contractor's responsibility to correct nonconforming Work as provided in Section 12.2.2 of the General Conditions and to satisfy other requirements, if any, which necessarily survive final payment; and (2) a final Project Certificate for Payment has been issued by the Construction Manager and Architect; such final payment shall be made by the Owner not more than 30 days after the issuance of the final Project Certificate for Payment, or as follows:

#### ARTICLE 7 MISCELLANEOUS PROVISIONS

§ 7.1 Where reference is made in this Agreement to a provision of the General Conditions or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 7.2 Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

*(Insert rate of interest agreed upon, if any.)*

**The legal rate of interest shall be 8% per annum**

*(Usury laws and requirements under the Federal Truth in Lending Act, similar state and local consumer credit laws and other regulations at the Owner's and Contractor's principal places of business, the location of the Project and elsewhere may affect the validity of this provision. Legal advice should be obtained with respect to deletions or modifications, and also regarding requirements such as written disclosures or waivers.)*

§ 7.3 Temporary facilities and services:

*(Here insert temporary facilities and services which are different from or in addition to those included elsewhere in the Contract Documents.)*

Project Manual dated January 14, 2011

§ 7.4 Other Provisions:

*(Here list any special provisions affecting the Contract.)*

#### ARTICLE 8 TERMINATION OR SUSPENSION

§ 8.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of the General Conditions.

§ 8.2 The Work may be suspended by the Owner as provided in Article 14 of the General Conditions.

**ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS**

§ 9.1 The Contract Documents, except for Modifications issued after execution of this Agreement, are enumerated as follows:

§ 9.1.1 The Agreement is this executed Standard Form of Agreement Between Owner and Contractor, AIA Document A101/CMA, 1992 Construction Manager-Adviser Edition.

§ 9.1.2 The General Conditions are the General Conditions of the Contract for Construction, AIA Document A201/CMA, 1992 Construction Manager-Adviser Edition.

§ 9.1.3 The Supplementary and other Conditions of the Contract are those contained in the Project Manual dated January, 14, 2011, and are as follows:

Document	Title	Pages
Exhibit A	Contract Document Schedule	1

§ 9.1.4 The Specifications are those contained in the Project Manual dated as in Section 9.1.3, and are as follows: *(Either list the Specifications here or refer to an exhibit attached to this Agreement.)*

**Title of Specifications Exhibit: Contract Document Schedule, Exhibit A**

*(Table deleted)*

§ 9.1.5 The Drawings are as follows: *(Either list the Drawings here or refer to an exhibit attached to this Agreement.)*

**Title of Drawings Exhibit: Contract Document Schedule, Exhibit A**

*(Table deleted)*

§ 9.1.6 The Addenda, if any, are as follows:

Number	Date	Pages
One	2/7/11	3

Portions of Addenda relating to bidding requirements are not part of the Contract Documents unless the bidding requirements are also enumerated in this Article 9.

§ 9.1.7 Other documents, if any, forming part of the Contract Documents are as follows: *(List here any additional documents which are intended to form part of the Contract Documents. The General Conditions provide that bidding requirements such as advertisement or invitation to bid, Instructions to Bidders, sample forms and the Contractor's bid are not part of the Contract Documents unless enumerated in this Agreement. They should be listed here only if intended to be part of the Contract Documents.)*

**Contract Document Schedule, Exhibit A**  
**Standard Form of Agreement between Owner and Contractor, AIA Document A101/CMA, 1992**  
**General Conditions of the Contract for Construction, AIA Document A201/CMA, 1992**

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

OWNER

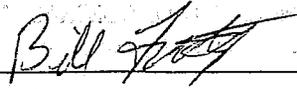
CONTRACTOR

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Printed name and title)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Printed name and title)



Bill Fittje *MANAGER*

Init.

## AMENDMENT "A"

### BID PACKAGE DESCRIPTION & BID FORM Hailey Rodeo Arena Multi-Use Facility Phase IV

#### Bid Package No. 18 Ornamental Control Fencing

**Bid Requirements:** Provide all labor, material and equipment to complete all ornamental fencing as noted in the construction documents and per the following:

Division 01 – General Requirements  
Section 323102 – Ornamental Control Fencing

**This bid package specifically includes but is not limited to:**

- Furnish and install all ornamental control fencing and gates in accordance with construction documents.
- Furnish all concrete bases for ornamental fencing and gates as required for a complete installation of the ornamental control fencing system.
- Furnish and install all event control gates as indicated in the construction documents.
- Furnish and install all trash enclosure ornamental fencing and gates in accordance with the construction documents
- Furnish and install all anchor bolts and hardware for a complete and functional installation.
- Furnish and install accessibility entrance sign as indicated in the construction documents.
- Ornamental Control Fencing is scheduled for the materials on site by May 16, 2011 and installation completed May 27, 2011.
- All Submittals are due within 10 days of notice to proceed.

**CONTRACT DOCUMENT SCHEDULE (EXHIBIT A)**  
**Hailey Rodeo Arena Multi-Use Facility – PHASE IV**  
**791 Main Street South**  
**Hailey, Idaho 83333**

**KC PROJECT NO. 10-007**  
February 2011

**PROJECT DOCUMENTS** as issued by Ruscitto/Latham/Blanton Architectura, P.A. and prepared by the following project team:

Architect – Ruscitto/Latham/Blanton Architectura, P.A.  
Civil Engineer – Galena Engineering  
Geotechnical Engineering – Geoengineers, Inc.  
Structural Engineer – Ruscitto/Latham/Blanton Architectura, P.A.  
Mechanical Engineer – ES2  
Electrical Engineer – Paul Stoops Associates

**PROJECT MANUALS**

Phase IV Project Manual – dated January 14, 2011

**ADDENDA:**

Addendum No. One dated February 7, 2011 (3 – 8 ½ x 11 pgs)

**DRAWINGS – dated January 14, 2011**

**ARCHITECTURAL / STRUCTURAL**

1.0	Project Information	2.0	Site Plan
C2	Survey	C3	Site Utilities Plan
C4	Grading & Drainage Site Plan	C5	Civil Details
4.0	Main Level Floor Plan	4.1	Upper Level Floor Plan
4.8	Main Level Fencing Plan	5.0	Building Section / Elevations
5.1	Building Sections	6.0	Building Elevations
D4.0	Fencing Details		

AGENDA ITEM SUMMARY

DATE: 3/14/2011

DEPARTMENT: Legal

DEPT. HEAD SIGNATURE: \_\_\_\_\_

SUBJECT:

Summary of Hailey Ordinance No. 1079 (Amendment to Parking and Loading Spaces Provisions of Zoning Ordinance)

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

BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:

I am enclosing a summary of Hailey Ordinance No. 1079 which amended various provisions of the Zoning Ordinance relating to parking and loading spaces.

Ned

FISCAL IMPACT / PROJECT FINANCIAL ANALYSIS: Case # \_\_\_\_\_  
Budget Line Item # \_\_\_\_\_ YTD Line Item Balance \$ \_\_\_\_\_  
Estimated Hours Spent to Date: \_\_\_\_\_ Estimated Completion Date: \_\_\_\_\_  
Staff Contact: \_\_\_\_\_ Phone # \_\_\_\_\_  
Comments:

ACKNOWLEDGEMENT BY OTHER AFFECTED CITY DEPARTMENTS: (IF APPLICABLE)  
\_\_\_\_ City Attorney      \_\_\_\_ Clerk / Finance Director      \_\_\_\_ Engineer      \_\_\_\_ Building  
\_\_\_\_ Library      \_\_\_\_ Planning      \_\_\_\_ Fire Dept.      \_\_\_\_\_  
\_\_\_\_ Safety Committee      \_\_\_\_ P & Z Commission      \_\_\_\_ Police      \_\_\_\_\_  
\_\_\_\_ Streets      \_\_\_\_ Public Works, Parks      \_\_\_\_ Mayor      \_\_\_\_\_

RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD:

Make a motion to approve the summary of Hailey Ordinance No. 1079.

FOLLOW-UP REMARKS:

## SUMMARY OF HAILEY ORDINANCE NO. 1079

The following is a summary of the principal provisions of Ordinance No. 1079 of the City of Hailey, Idaho, duly passed and adopted January 24, 2010, by the City Council and Mayor of the City of Hailey:

AN ORDINANCE OF THE CITY OF HAILEY, IDAHO, AMENDING HAILEY'S ZONING ORDINANCE, ORDINANCE NO. 532, ARTICLE 9, PARKING AND LOADING SPACES, BY AMENDING SECTION 9.1., GENERAL REQUIREMENTS, TO PROVIDE EXCEPTIONS FOR CHANGE OF USE WITHIN THE CENTRAL BUSINESS DISTRICT; SECTION 9.2.1, LOCATION OF PARKING SPACES TO SPECIFY ON-SITE PARKING AREAS ARE REQUIRED TO BE LOCATED AT THE REAR OF THE BUILDING; SECTION 9.2.2, LOADING SPACE REQUIREMENTS AND DIMENSIONS TO USE CONSISTENT TERMS; SECTION 9.2.3 TO PROVIDE MORE FLEXIBILITY IN THE LOCATION OF IMPROVEMENTS TO THE RIGHT OF WAY; SECTION 9.2.8 TO CLARIFY ACCESS REQUIREMENTS; SECTION 9.2.9 TO CLARIFY SCREENING AND LANDSCAPE REQUIREMENTS; SECTION 9.4 TO CHANGE THE FORMULA FOR ROUNDING; SECTION 9.4.1 TO USE CONSISTENT TERMS; SECTION 9.4.2 TO SIMPLIFY AND REDUCE THE NUMBER OF SPACES REQUIRED FOR COMMERCIAL, PROFESSIONAL, SERVICE, RECREATION AND ENTERTAINMENT USES; SECTION 9.4.3 TO REDUCE THE NUMBER OF SPACES REQUIRED FOR LIBRARIES; SECTION 9.4.7 TO REQUIRE BICYCLE PARKING FOR MULTI-FAMILY, COMMERCIAL OR MIXED-USE DEVELOPMENT IN ANY ZONING DISTRICT; PROVIDING FOR A SEVERABILITY CLAUSE; PROVIDING FOR A REPEALER CLAUSE; AND PROVIDING FOR THE EFFECTIVE DATE OF THIS ORDINANCE UPON PASSAGE, APPROVAL AND PUBLICATION ACCORDING TO LAW.

Hailey Ordinance No. 1074 amends Chapter 15.08 of the Hailey Municipal Code, as follows:

**Section 1** amends Section 9.1 of Hailey Zoning Ordinance No. 532 by providing that a continuation of a former use or a change of use within the Central Business District which does not involve an expansion of gross floor area is not required to provide additional parking.

**Section 2** amends Section 9.2.1 of Hailey Zoning Ordinance No. 532 by providing regulations for on-site parking for residential, multi-family or institutional, and commercial or industrial uses, by requiring new on-site parking at the rear of a building except in the SCI zoning district, and by prohibiting parking between a sidewalk and a building unless conditions preclude another location for parking.

**Section 3** amends Section 9.2.2 of Hailey Zoning Ordinance No. 532, by clarifying that loading space requirements and dimensions apply to commercial and industrial uses with on-site loading areas.

**Section 4** amends Section 9.2.3 of Hailey Zoning Ordinance No. 532, by providing that parking credit for non-residential uses within Business, Limited Business and Transitional Districts may receive credits for parking requirements, that improvements qualifying for credits shall be located to meet the most number of criteria relating to proximity to a school, bicycle and pedestrian corridors, designated

corridors, and downtown or neighborhood centers, and relating to continuous connections, decreasing conditions in need of repair and neighborhood connection, that parking credited shall meet certain requirements and that a property assessed for a Local Improvement District is eligible for credit for parking spaces.

**Section 5** amends Section 9.2.8 of Hailey Zoning Ordinance No. 532, by requiring alley access, if an alley exists, for non-residential uses or for multi-family dwellings of three or more units, or a single street approach, if no alley exists.

**Section 6** amends Section 9.2.9 of Hailey Zoning Ordinance No. 532, by providing that loading spaces shall be screened from a public street which may consist of drought tolerant landscaping, that any project with on-site parking adjacent to a sidewalk which is subject to design review shall require a landscape buffer between the parking area and the sidewalk, and that any parking area designed to accommodate 60 or more cars shall include landscape within the parking area.

**Section 7** amends Section 9.4 of Hailey Zoning Ordinance No. 532, by providing that when the calculation of on-site parking spaces results in a fraction, the number of spaces shall be rounded down.

**Section 8** amends Section 9.4.1 of Hailey Zoning Ordinance No. 532, by providing for a minimum and maximum number of parking spaces for single family dwellings, and a minimum number of parking spaces for accessory dwellings, dwellings less than 1000 square feet, multiple family dwellings and mixed use buildings.

**Section 9** amends Section 9.4.2 of Hailey Zoning Ordinance No. 532, by providing for one parking space for every 1,000 square feet of gross building area for commercial, professional, service, recreation and entertainment uses, except for athletic fields, other outdoor sports facilities, auditoriums, theaters, sports arenas, other assembly areas, golf courses and tennis courts.

**Section 10** amends Section 9.4.3 of Hailey Zoning Ordinance No. 532, by requiring one parking space per 1000 square feet of gross building area for libraries.

**Section 11** amends Section 9.4.7 of Hailey Zoning Ordinance No. 532, by providing that bicycling parking for multi-family residential and commercial or mixed-use development, shall provide at least three (3) bicycle parking spaces or bicycle spaces equivalent to twenty five (25%) of the required number of vehicle parking spaces, whichever is greater.

**Section 12** provides for a severability clause.

**Section 13** provides for a repealer clause.

**Section 14** provides for an effective date of the ordinance.

The full text of Ordinance No. 1079 is available at Hailey City Hall at 115 South Main Street, Suite H, Hailey, Idaho 83333 and will be provided to any citizen upon request during regular business hours.

**CERTIFICATION OF CITY ATTORNEY**

I, the undersigned Attorney at Law, as attorney for the City of Hailey, Idaho, hereby certify that I have read the foregoing summary of Ordinance No. 1079 of the City of Hailey, that I have compared it to the full text of Ordinance No. 1079, and that in my opinion, the above summary is true and complete and provides adequate notice to the public of the contents of said Ordinance.

Dated this \_\_\_\_ day of March, 2011.

\_\_\_\_\_  
Ned Williamson, Hailey City Attorney

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