

Water Fund Change Order

No. 008 – Irrigation System Installation

\$ 193,666.31

Other Costs

- Irrigation System Design – Eggers 10,941.00
- Civil Science Contract Amendment for Utility Coordination 9,600.00
- Idaho Power extension of power to traffic signal 7,707.00
- Walberg and Wieand Driveways contract w/Erwin Excavation 32,415.00
- Additional Costs paid to Erwin Excavation 5,808.60
- All Seasons Landscaping (work related to Driveways) 6,783.04
- Civil Science Costs for Utility Change Order Review 25,038.32
- Erwin Excavation contract for surface water pump installation 91,276.00

Subtotal Other Costs \$189,568.96

RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD:

- CA 102 Motion to approve Woodside Boulevard Project Change Order #30, to pay for Knife River’s assistance in the repair of an incorrectly located water main and to modify the height of the catch basins to be installed without conflicting with the water main.
- CA 103 Motion to approve Resolution 2013-20 amending agreement with Erwin Excavation to adjust the construction schedule of the installation of pumping equipment for surface water irrigation in Woodside.

ACTION OF THE CITY COUNCIL:

Date _____

City Clerk _____

FOLLOW-UP:

*Ord./Res./Agmt./Order Originals:
Copies (all info.):

*Additional/Exceptional Originals to: _____
Copies

Work Change Directive

No: **CO 030**

Date of Issuance: 2/20/2013

Effective Date: 7/3/2012

Contract: Woodside Boulevard Reconstruction	Owner: CITY OF HAILEY	Owner's Project No.: TDGII-C-07 DTFH61-11-G-00001
Project: WOODSIDE BOULEVARD RECONSTRUCTION Transportation Investment Generating Economic Recovery (TIGER) II Discretionary Grant		Date of Contract: JANUARY 2012
Contractor: KNIFE RIVER – NORTHWEST		Engineer's Project No.: 83-11-020

Contractor is directed to proceed promptly with the following change(s):

Item No.	Description
C030 602.4.1.F.1 602.4.1.F.2	Modify Catch Basins <u>Description:</u> The City has approved the decision for Knife River to aid in the repair of a incorrectly located water main and to modify the height of the catch basins to be located at Sta:17+34, Sta: 19+18, and Sta: 75+66. The modified catch basin height will allow for the catch basins to be installed without conflicting with the water main.
	<u>Materials:</u> Materials shall be per the ISPWC and Contract documents.
	<u>Construction Requirements:</u> Construction shall be per the ISPWC and the Contract documents and as directed by Engineer.
	<u>Method of Measurement:</u> Measurement for the water main repair and modification of the catch basins will be based on Force Account analysis.
	<u>Basis of Payment:</u> Additional Work at Contract Unit Price C030 Modify Catch Basins 5659.09 CA @ \$1.00/CA = \$5,659.09 Total Est. Increase = \$5,659.09

Attachments (list documents supporting change):

Purpose for Work Change Directive:

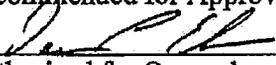
Authorization for Work described herein to proceed on the basis of Cost of the Work due to:

- Nonagreement on pricing of proposed change.
- Necessity to expedite Work described herein prior to agreeing to changes on Contract Price and Contract Time.

City of Hailey
2012 Woodside Boulevard Reconstruction
Document 00940

Estimated change in Contract Price and Contract Times:

Contract Price \$5,659.09 (increase/decrease) Contract Time 0 (increase/decrease)
days

Recommended for Approval by Engineer: 	Date 2/20/2013
Authorized for Owner by:	Date
Received for Contractor by: 	Date 3-19-13
Received by Funding Agency (if applicable):	Date:

Item # 3

Labor Weekly Force Account



Before completing, see instructions on back.

Project Number TDG-C-07: DTFH61-11-G00001	Key Number	Item No. (Change Order No.)	Type of Work Modify Catch Basins	Date 9.21-12	Sheet 1 of 1
Contractor Knife River Construction	Subcontractor N/A	Work Authority Number	Contract Number	Funding Code	

Name and Classification	Hours Worked on Dates Listed (MM/DD)							Total R Hours	OT Hours	Total Labor	Rate	Amount	Fringe Rate	Fringe Amount	Travel/Subsistence	
	7/3	7/24	7/25	8/1	10/15	10/16	10/17								Expense	Prorate Amount
(1) Name Class Bill Davis Operator	RH	5.0	4.0	2.0	2.0			13.0		30.14	391.82	10.00	130.00			
(2) Name Class Angel Villanueva Laborer	RH	5.0	4.0	2.0	2.0			13.0		27.08	352.04	11.05	143.65			
(3) Name Class Don Lauby Operator	RH	5.0	4.0	2.0	2.0			13.0		29.20	379.60	10.00	130.00			
(4) Name Class Steve Newton Operator	RH	5.0	4.0	2.0	2.0			13.0		29.20	379.60	10.00	130.00			
(5) Name Class	RH									20.55		7.22				
(6) Name Class	RH									16.53		7.22				
(7) Name Class	RH									22.30		7.22				
(8) Name Class	RH															
(9) Name Class	RH															
(10) Name Class	RH															
(11) Name Class	RH															
Prepared By Rob Cunningham	Date 10/23/2009	Hours Shown Are Agreeable to Both Parties as Evidenced by Daily Initials														
Checked By	Date	Contractor's Agent														
Posted By	Date	ITD's Agent														
Comments	<p>(11) Total Labor Amount: \$1,503.06</p> <p>(12) Payroll Insurance & Taxes (See Instructions): 34.90% x 1,503.06 = \$524.6 (Insurance/Taxes)</p> <p>(13) 6% Markup on Item 12 Amount: \$31.47</p> <p>(14) Total of Items (12 & 13): \$556.04</p> <p>(15) Total Fringe: \$533.65</p> <p>(16) Total Travel/Subsistence: \$2,036.71</p> <p>(17) Total of Items (11+15): \$407.34</p> <p>(18) 20% Markup on Item 17: \$81.47</p> <p>(19) Sheet Total (14+16+17+18): \$3,000.09</p>															

**ISPWC
STANDARD FORM OF AGREEMENT
BETWEEN OWNER AND CONTRACTOR
ON THE BASIS OF A STIPULATED PRICE**

THIS AGREEMENT is by and between the City of Hailey (hereinafter called OWNER) and

S. Erwin Excavation, Inc.
(hereinafter called CONTRACTOR).

OWNER and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

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 including installation of an irrigation pump station and appurtenances for the City of Hailey Woodside Boulevard Surface Water Irrigation Pump Station and Appurtenances project.

ARTICLE 2 - THE PROJECT

2.01 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 SURFACE WATER IRRIGATION PUMP STATION

ARTICLE 3 - ENGINEER

3.01 The Project Engineer is the Hailey City Engineer who is hereinafter called ENGINEER and who 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 *Dates for Start of Construction, Substantial Completion and Final Payment*

A. The Work may begin prior to April 1, 2013, will be substantially completed within 35 days of direction to proceed with construction activities on or before May 3, 2013, and completed and ready for final payment in accordance with paragraph 14.07 of the General Conditions within 20 days following substantial completion on or before May 23, 2013.

4.03 *Liquidated Damages*

A. CONTRACTOR and OWNER recognize that time is of the essence of this Agreement 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 \$500.00 for each day that expires after the time specified in paragraph 4.02 for Substantial Completion until the Work is substantially complete. After Substantial Completion, if CONTRACTOR shall neglect, refuse, or fail to complete the remaining Work within the Contract Time or any proper extension thereof granted by OWNER, CONTRACTOR shall pay OWNER \$500.00 for each day that expires after the time specified in paragraph 4.02 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. A. For all Work other than Unit Price Work, a Lump Sum of:

Ninety-One Thousand Two Hundred Seventy-Six and No/100 dollars (\$ 91,276.00)
(use words) (figure)

All specific cash allowances are included in the above price and have been computed in accordance with paragraph 11.02 of the General Conditions.

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 1st day of each month during performance of the Work as provided in paragraphs 6.02.A.1 and 6.02.A.2 below. All such payments will be measured by the schedule of values established 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, in accordance with paragraph 14.02 of the General Conditions:

a. 95% of Work completed (with the balance being retainage); and

b. ~~95-100%~~ 95% of cost of materials and equipment not incorporated in the Work ~~(with the balance being retainage).~~

2. Upon Substantial Completion, OWNER shall pay an amount sufficient to increase total payments to CONTRACTOR to 95% of the Work completed, less such amounts as ENGINEER shall determine in accordance with Article 14 of the General Conditions and less 100% 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% per annum.

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 Contract 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.

D. CONTRACTOR has carefully studied all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site. Contractor acknowledges that Owner does not assume responsibility for the accuracy or completeness of information and data shown or indicated in the Contract Documents with respect to Underground Facilities at or contiguous to the site.

E. CONTRACTOR does not consider that any 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 correlated the information known to CONTRACTOR, information and observations obtained from visits to the Site, reports and drawings identified in the Contract Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Contract Documents.

H. 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.

I. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

J. The CONTRACTOR is an appropriately licensed public works contractor per Section 54-1902 (Idaho Code).

K. The CONTRACTOR will submit within 30 days of the date of this agreement a Public Works Contract Report (Form WH-5) to the Idaho State Tax Commission in compliance with Section 54-1904A and 63-3624(f), Idaho Code.

ARTICLE 9 - CONTRACT DOCUMENTS

9.01 *Contents*

A. The Contract Documents consist of the following:

1. This Agreement (pages 1 to 6, inclusive);
2. Performance Bond;
3. Payment Bond;
4. General Conditions – Division 100 of the Idaho Standards for Public Works Construction (not attached)
5. Technical Specifications (pages 1 to 11, inclusive) and Construction Drawings (pages G-1, C-1 to C-3, inclusive);
6. City of Hailey Standard Specifications and Standard Drawings; the Current Edition of the ISPWC (not attached);
7. Addenda (numbers _____ to _____, inclusive);
8. Exhibits to this Agreement (enumerated as follows):
 - a. Notice to Proceed;
 - b. CONTRACTOR's Bid;
 - c. Documentation submitted by CONTRACTOR prior to Notice of Award (pages _____ to _____, inclusive);
 - d. _____;

9. The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:

- a. Written Amendments;
- b. Work Change Directives;
- c. Change Order(s).

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 3.05 of the General Conditions.

ARTICLE 10 - MISCELLANEOUS

10.01 *Terms*

A. Terms used in this Agreement will have the meanings indicated in the General 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 shall 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 *Other Provisions*

A. In an effort to resolve any conflicts that arise during the design or construction of the Work or following the completion of the Work, Owner and Contractor agree that all disputes between them arising out of or relating to the Contract Documents or breach thereof shall be submitted to non-binding mediation, as a condition precedent to litigation, unless the parties mutually agree otherwise. The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in Blaine County, Idaho, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof. Owner and Contractor further agree to include a similar mediation provision in all agreements with independent contractors and consultants retained for the Work, thereby providing for mediation as the primary method for dispute resolution between the parties to those agreements.

B. **Attorney's Fees:** In the event any suit or legal action is brought by either party against the other, the prevailing party shall be entitled to recover in such action or proceeding all reasonable attorney's fees, expenses, and costs incurred, including, without limitation, such fees, expenses, and costs on appeal and/or bankruptcy proceeding.

IN WITNESS WHEREOF, OWNER and CONTRACTOR have signed this Agreement in duplicate. One counterpart each has been delivered to OWNER and CONTRACTOR. All portions of the Contract Documents have been signed or identified by OWNER and CONTRACTOR or on their behalf.

NOTE TO USER

- 1. See I-21 and correlate procedures for format and signing between the two documents.

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

OWNER:

CONTRACTOR:

By: _____

By: _____

[CORPORATE SEAL]

[CORPORATE SEAL]

Attest _____

Attest _____

Address for giving notices:

Address for giving notices:

(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 OWNER-CONTRACTOR Agreement.)

License No. _____
(Where applicable)

Agent for service of process: _____

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

Designated Representative:

Designated Representative:

Name: _____

Name: _____

Title: _____

Title: _____

Address: _____

Address: _____

Phone: _____

Phone: _____

Facsimile: _____

Facsimile: _____

**CITY OF HAILEY
RESOLUTION NO. 2013-20**

**RESOLUTION OF THE CITY COUNCIL FOR THE CITY OF HAILEY
AUTHORIZING A STANDARD FORM OF AGREEMENT BETWEEN OWNER AND
CONTRACTOR ON THE BASIS OF A STIPULATED PRICE**

WHEREAS, the City of Hailey desires to enter into an agreement with S. Erwin Excavation to adjust the construction schedule of the installation of pumping equipment for surface water irrigation in Woodside.

WHEREAS, the City of Hailey and S. Erwin Excavation have agreed to the terms and conditions of the Agreement for Professional Services, a copy of which is attached hereto.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF HAILEY, IDAHO, that the City of Hailey approves the Standard Form of Agreement Between the City of Hailey and S. Erwin Excavation and that the Mayor is authorized to execute the attached Agreement,

Passed this 1st day of April, 2013.

City of Hailey

Fritz X. Haemmerle, Mayor

ATTEST:

Mary Cone, City Clerk

ISPWC
STANDARD FORM OF AGREEMENT
BETWEEN OWNER AND CONTRACTOR
ON THE BASIS OF A STIPULATED PRICE

THIS AGREEMENT is by and between the City of Hailey (hereinafter called OWNER) and

S. Erwin Excavation, Inc. _____

(hereinafter called CONTRACTOR).

OWNER and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

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 including installation of an irrigation pump station and appurtenances for the City of Hailey Woodside Boulevard Surface Water Irrigation Pump Station and Appurtenances project.

ARTICLE 2 - THE PROJECT

2.01 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 SURFACE WATER IRRIGATION PUMP STATION

ARTICLE 3 - ENGINEER

3.01 The Project Engineer is the Hailey City Engineer who is hereinafter called ENGINEER and who 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 *Dates for Start of Construction, Substantial Completion and Final Payment*

A. The Work may begin prior to April 1, 2013, will be substantially completed within 35 days of direction to proceed with construction activities on or before May 3, 2013, and completed and ready for final payment in accordance with paragraph 14.07 of the General Conditions within 20 days following substantial completion on or before May 23, 2013.

4.03 *Liquidated Damages*

A. CONTRACTOR and OWNER recognize that time is of the essence of this Agreement 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 \$500.00 for each day that expires after the time specified in paragraph 4.02 for Substantial Completion until the Work is substantially complete. After Substantial Completion, if CONTRACTOR shall neglect, refuse, or fail to complete the remaining Work within the Contract Time or any proper extension thereof granted by OWNER, CONTRACTOR shall pay OWNER \$500.00 for each day that expires after the time specified in paragraph 4.02 for completion and readiness for final payment until the Work is completed and ready for final payment.

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A. A. For all Work other than Unit Price Work, a Lump Sum of:

Ninety-One Thousand Two Hundred Seventy-Six and No/100 dollars (\$ 91,276.00)
(use words) (figure)

All specific cash allowances are included in the above price and have been computed in accordance with paragraph 11.02 of the General Conditions.

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.

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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 1st day of each month during performance of the Work as provided in paragraphs 6.02.A.1 and 6.02.A.2 below. All such payments will be measured by the schedule of values established 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, in accordance with paragraph 14.02 of the General Conditions:

- a. 95% of Work completed (with the balance being retainage); and
- b. ~~95-100%~~ of cost of materials and equipment not incorporated in the Work ~~(with the balance being retainage)~~.

2. Upon Substantial Completion, OWNER shall pay an amount sufficient to increase total payments to CONTRACTOR to 95% of the Work completed, less such amounts as ENGINEER shall determine in accordance with Article 14 of the General Conditions and less 100% 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.

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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 Contract 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.

D. CONTRACTOR has carefully studied all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site. Contractor acknowledges that Owner does not assume responsibility for the accuracy or completeness of information and data shown or indicated in the Contract Documents with respect to Underground Facilities at or contiguous to the site.

E. CONTRACTOR does not consider that any 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 correlated the information known to CONTRACTOR, information and observations obtained from visits to the Site, reports and drawings identified in the Contract Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Contract Documents.

H. 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.

I. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

J. The CONTRACTOR is an appropriately licensed public works contractor per Section 54-1902 (Idaho Code).

K. The CONTRACTOR will submit within 30 days of the date of this agreement a Public Works Contract Report (Form WH-5) to the Idaho State Tax Commission in compliance with Section 54-1904A and 63-3624(f), Idaho Code.

ARTICLE 9 - CONTRACT DOCUMENTS

9.01 *Contents*

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2. Performance Bond;
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5. Technical Specifications (pages 1 to 11, inclusive) and Construction Drawings (pages G-1, C-1 to C-3, inclusive);
6. City of Hailey Standard Specifications and Standard Drawings; the Current Edition of the ISPWC (not attached);
7. Addenda (numbers _____ to _____, inclusive);
8. Exhibits to this Agreement (enumerated as follows):
 - a. Notice to Proceed;
 - b. CONTRACTOR's Bid;
 - c. Documentation submitted by CONTRACTOR prior to Notice of Award (pages _____ to _____, inclusive);
 - d. _____;

9. The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:

- a. Written Amendments;
- b. Work Change Directives;
- c. Change Order(s).

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 3.05 of the General Conditions.

ARTICLE 10 - MISCELLANEOUS

10.01 *Terms*

A. Terms used in this Agreement will have the meanings indicated in the General 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 shall 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 *Other Provisions*

A. In an effort to resolve any conflicts that arise during the design or construction of the Work or following the completion of the Work, Owner and Contractor agree that all disputes between them arising out of or relating to the Contract Documents or breach thereof shall be submitted to non-binding mediation, as a condition precedent to litigation, unless the parties mutually agree otherwise. The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in Blaine County, Idaho, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof. Owner and Contractor further agree to include a similar mediation provision in all agreements with independent contractors and consultants retained for the Work, thereby providing for mediation as the primary method for dispute resolution between the parties to those agreements.

B. **Attorney's Fees:** In the event any suit or legal action is brought by either party against the other, the prevailing party shall be entitled to recover in such action or proceeding all reasonable attorney's fees, expenses, and costs incurred, including, without limitation, such fees, expenses, and costs on appeal and/or bankruptcy proceeding.

IN WITNESS WHEREOF, OWNER and CONTRACTOR have signed this Agreement in duplicate. One counterpart each has been delivered to OWNER and CONTRACTOR. All portions of the Contract Documents have been signed or identified by OWNER and CONTRACTOR or on their behalf.

NOTE TO USER

- 1. See I-21 and correlate procedures for format and signing between the two documents.

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

OWNER:

CONTRACTOR:

By: _____

By: _____

[CORPORATE SEAL]

[CORPORATE SEAL]

Attest _____

Attest _____

Address for giving notices:

Address for giving notices:

(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 OWNER-CONTRACTOR Agreement.)

License No. _____
(Where applicable)

Agent for service of process: _____

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

Designated Representative:

Designated Representative:

Name: _____

Name: _____

Title: _____

Title: _____

Address: _____

Address: _____

Phone: _____

Phone: _____

Facsimile: _____

Facsimile: _____

AGENDA ITEM SUMMARY

DATE: 4/01/13 DEPARTMENT: Administration/Fire DEPT. HEAD SIGNATURE: Heather Dawson

SUBJECT:

Motion to approve Resolution 2013-21, authorizing contract with Lantis Production, Inc, for a \$20,000 July 4th fireworks display.

BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:

The fireworks display proposal from Lantis is for the same type and volume display held last year. Hailey has held a \$20,000 fireworks display for many years. In the past several years, the costs of the display have exceeded the donations contributed to the display. The fireworks endowment fund has decreased from its peak of \$133,693 to \$80,590

FISCAL IMPACT / PROJECT FINANCIAL ANALYSIS: Caselle # _____
Budget Line Item # _____ YTD Line Item Balance \$ _____ 6 _____
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:

Motion to approve Resolution 2013-____, authorizing contract with Lantis Production, Inc, for a \$20,000 July 4th fireworks display.

FOLLOW-UP REMARKS:*

**CITY OF HAILEY
RESOLUTION NO. 2013-21**

**RESOLUTION OF THE CITY COUNCIL FOR THE CITY OF HAILEY
AUTHORIZING THE EXECUTION OF CONTRACT WITH LANTIS PRODUCTION,
INC.**

WHEREAS, the City of Hailey desires to enter into an agreement with Lantis Production who will perform the fireworks display for the same type and volume display held last year.

WHEREAS, the City of Hailey and Lantis Production have agreed to the terms and conditions of the Agreement for Professional Services, a copy of which is attached hereto.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF HAILEY, IDAHO, that the City of Hailey approves the of Agreement Between Lantis Production and the City of Hailey and that the Mayor is authorized to execute the attached Agreement,

Passed this 1st day of April, 2013.

City of Hailey

Fritz X. Haemmerle, Mayor

ATTEST:

Mary Cone, City Clerk

Permits
50%/50%

Show # 13110

FIREWORKS DISPLAY CONTRACT AND PURCHASE ORDER

THIS CONTRACT, entered into on March 21, 2013 and between LANTIS PRODUCTIONS, INC. (a Utah corporation hereinafter referred to as LANTIS), and Hailey City of (hereinafter referred to as CLIENT).

WITNESSETH: LANTIS agrees to furnish the CLIENT, in accordance with the terms and conditions hereinafter set forth, a Fireworks Display Show as per our proposal made a part hereof, including the services of a licensed and trained Pyrotechnician to take charge of and fire the Display.

CLIENT shall pay LANTIS the sum of twenty thousand and No/100 (\$20,000.00) DOLLARS, in United States Currency, according to the following terms and conditions:

1. Due upon execution of contract \$ 10,000.00
2. Check due time of show \$ 10,000.00

All sums due herein shall be mailed directly to the corporate offices of Lantis Productions Inc., P.O. Box 491, Draper, Utah 84020, unless otherwise directed in writing.

Note: Balance due at time of show must be given to the authorized representative of LANTIS before said show will be commenced.

The said display is hereby scheduled to be performed on July 4, 2013. The display may be cancelled by CLIENT up to ten (10) days before display's date. At this time only the cost of the set pieces (if applicable) and permit fees will be paid for by CLIENT. If for reasons other than adverse weather conditions the display shall be cancelled within the ten (10) days prior to the show date, the CLIENT agrees to pay an amount equal to one-half of the total contract amount as a cancellation fee.

If the scheduled presentation of the show is delayed due to adverse weather conditions, or other circumstances beyond the reasonable control of either LANTIS or CLIENT, each shall bear an equal share (i.e., 50%) of all "out-of-pocket" expenses incurred by LANTIS due to the delay. Such expenses shall include, but shall not be limited to, additional lodging, meals, Pyrotechnician fees, permits, vehicle rentals, and equipment rentals (if any) incurred by authorized representatives of LANTIS necessary to present the show.

CLIENT hereby agrees that any show so delayed must be presented within 10 calendar days of the originally scheduled date without incurring additional expenses except as detailed in the paragraph above. If the presentation of the show is delayed beyond ten (10) calendar days from the originally scheduled date, this contract shall be subject to renegotiation between LANTIS and CLIENT.

CLIENT agrees to provide and furnish a suitable place to display the said fireworks. LANTIS, on behalf of CLIENT, will secure all required state and/or local fireworks permits. Any required marine permits will be obtained by LANTIS on behalf of the CLIENT. CLIENT will obtain any required event permits, and will arrange for any security bonds as required by law in CLIENT'S community when necessary. CLIENT agrees to furnish necessary and adequate police and/or private security, fire and other necessary protection for proper crowd control, auto parking control, and proper security around the designated safety area during the set-up, during firing, and for a minimum of thirty minutes following show completion.

Any vehicles or personal property located within the designated safety area shall be removed at the CLIENT'S Expense. Any damage or destruction of vehicles or personal property left remaining in the designated safety area shall be the sole responsibility of the CLIENT.

CLIENT hereby acknowledges and agrees that the LANTIS Pyrotechnician, the CLIENT, or Local Fire Authority, shall have the right to delay the start of, or terminate the firing of, the Fireworks Display Show if, in any one of the individuals' reasonable judgment, unsafe conditions exist as detailed in the LANTIS Safety Procedures Manual, NFPA 1123 Guidelines, or other applicable local law or regulation.

LANTIS shall provide insurance coverage for the following amounts and specified risks only:

Bodily Injury and Property Damage, including Product Liability of \$2,000,000.00.

Under the provisions of our insurance coverage, this protection shall be extended to the CLIENT and additional insured only upon receipt by LANTIS of a properly executed original copy of this contract.

It is agreed that this contract shall be governed by the laws of the State of Utah. Should any legal action be brought to enforce or interpret the terms or provisions of this Contract, any court of competent jurisdiction shall be proper venue for such an action. Interest at 2% per month (AN ANNUAL PERCENTAGE RATE OF EIGHTEEN PERCENT PER ANNUM A.P.R. 24%) will be charged on all accounts past due, and the Client agrees to pay the same. If any legal action is brought to enforce or interpret the terms or provision of this Contact, the prevailing party shall be entitled to reasonable attorney's fees and costs in addition to any other relief they may be entitled to.

It is further agreed that nothing in this Contract shall be construed as forming a partnership, the parties hereto being severally responsible for their own separate debts and obligations, and neither party shall be held responsible for any agreement not stated in this Contract. The parties hereto do mutually and severally guarantee the terms, conditions and payments of this Contract and these articles shall be binding on the parties themselves and on their heirs, executors, administrators, successors and assigns. CLIENT further warrants that the signature affixed hereto on their behalf is properly authorized to execute such documents and incur such obligations on behalf of the CLIENT. CLIENT further agrees that none of the provisions of this contract may be changed or modified in any way without the express written permission of LANTIS.

Additional Provisions:

20-2.50" shells salutes
245-4" shells
170-5" shells
40-6" shells
25-7" shells

IN WITNESS WHEREOF, the parties hereto, by and through their duly authorized agents, have set their duly authorized signatures and seals the dates and places indicated below.

LANTIS

Executed on behalf of LANTIS PRODUCTIONS INC. on March 21, 2013 at Fairfield, UT.

Lantis Productions Inc.

by: _____
Kenneth L. Lantis, President

CLIENT

Executed on behalf of _____ this day of _____,
at,

by: _____

Title: _____



LANTIS
Fireworks & Lasers

Lantis Fireworks & lasers

P.O. Box 491
Draper, Utah 84020
801-768-2255 fax 801-768-2433

Invoice No. 13110

INVOICE

Customer

Name Hailey City
Address 115 Main Street South
City Hailey City State ID Zip 83333
Phone _____

Date 3/22/2013
Order No. _____
Rep _____
FOB _____

Qty	Description	Unit Price	TOTAL
1	Fireworks Display July 4, 2013	\$20,000.00	\$20,000.00
	THANK YOU !		

Payment Details

- Cash
- Check
- Credit Card

Name _____
CC # _____
Expires _____

SubTotal	\$20,000.00
Shipping & Handling	\$0.00
Taxes State	
TOTAL	\$20,000.00

Office Use Only

*10,000 to be paid upon contract execution.
10,000 to be paid upon completion of show.*

Thank You

CLIENT COMMUNICATIONS DATA

Lantis Productions Inc.

Show # 13110

Please provide requested information to assure constant and immediate communication with Lantis Productions Inc. Fairfield, Utah and the Show Sponsor

Show Sponsor: HAILEY CITY

Billing-Address: 115 Main Street South, Hailey, Idaho 83333

Show Date: JULY 4, 2013 Approximate Time 10:20 PM

Show Location:

Blaine County School District : Wood River High School

Wood River High School 1250 Fox Acres Road Hailey, ID 83333. Phone: (208) 578-5020

Longitude: 43Deg.31'07.31" N Latitude: 114Deg. 17'41.95"W Elv. 5363

Lantis Productions representative should contact the following person or persons for instructions:

Primary Contact _____ 2ND Alternate _____

Name	Name
Address	Address
City, State, Zip	City, State, Zip
Phone Office _____ Home _____ Cell _____	Phone Office _____ Home _____ Cell _____

Specific Address of Display Site _____

Routing to Location from Major Highway:

Extremely Important **Nearest Airport:**

FAA Identifier: SUN
Lat/Long: 43-30-13.6000N / 114-17-44.0000W
43-30.226667N / 114-17.733333W
43.5037778 / -114.2955556
(estimated)
Elevation: 5320 ft. / 1621.5 m (surveyed)
Variation: 16E (1995)
From city: 1 mile SE of HAILEY, ID
Time zone: UTC -7 (UTC -6 during Daylight Saving Time)
Zip code: 83313

Approximate Distance: _____ Miles
Additional Comments: _____ Use reverse side if needed.

INSURANCE CERTIFICATE REQUISITION
Lantis Productions Inc

Show # 13110

Client Name: Hailey City

Address: 115 Main Street South, Hailey, Idaho 83333

Display Date July 4, 2013

Approximate Time: 10:20 PM

Location of Display:

Blaine County School District : Wood River High School

Wood River High School 1250 Fox Acres Road Hailey, ID 83333. Phone: (208) 578-5020

Longitude: 43Deg.31'07.31" N Latitude: 114Deg. 17'41.95"W Elv. 5363

Exact Names of those to be insured: City of Hailey, Blaine County School District #61

Name of Site Property Owner: Blaine County School District

Insurance Certificate is to be issued to: City of Hailey 115 Main Street South, Hailey ID 83333

Title: _____ Phone: _____

Address: 115 Main Street South, Hailey, Idaho 83333

This form must be returned with your signed contract in order for the Insurance Certificate to be processed. Our Insurance Carrier requires that we have this form in addition to the signed contract prior to the Certificate being issued and the coverage extended to the show sponsor(s).

The Insurance Carrier also requires that a diagram of the display show site and a description of the surrounding properties be submitted before the show. Please attach this diagram to this form. If you have any questions, please contact our Corporate Office at 1-800-443-3040 8 a.m. to 5 p.m. Mountain Time.

REQUEST FOR DIAGRAM OF FIRING AREA

Lantis Productions Inc.

Show # 13110

Dear Customer:

In an effort to better understand and plan for your fireworks display show, it is of the utmost importance that you supply our office with a diagram or map of the proposed display site and the surrounding areas in all directions.

The map should show distances (in feet) from spectators and parking areas as well as buildings wires and overhead obstructions. We need to receive this information before we can apply for permits and insurance.

Preparation and planning can bring out the best in a fireworks display. It can also reduce accidents. Thank you for your cooperation and attention to this matter!

Lantis Productions Inc.



Masters of Our Craft

Lantis Fireworks & Lasers

Fireworks Proposal for

Hailey City
July 4, 2013

Lantis Productions, Inc.
Corporate Office
P.O. Box 491
Draper, Utah 84020
800-443-3040
801-768-2255

Table of Contents

Schedule 1	.....	Company History
Schedule 2	.....	Company and Insurance Detail
Schedule 3	.....	Reference Contacts
Schedule 4	.....	Event Concept and Role of Pyrotechnician
Schedule 5	.....	Product Description and Quantity List
Schedule 6	.....	Visual Presentation
Schedule 7	.....	Previous Pyrotechnic Experience
Schedule 8	.....	Professional Organizations

Company History

In 1945, Merl Lantis founded Lantis Fireworks. What started as a fireworks stand in the North Sioux City, South Dakota, has now become Lantis Fireworks and Lasers. Our corporate office employs six full-time administrative staff and has representatives in numerous cities throughout the United States. Peak employment during the Fourth of July season can total over a thousand.

Headquarters in Utah, the majority of our display shows are produced in the western United States. But, we have also presented displays to audiences across the USA, including Alaska, Hawaii, Caribbean, South America and Europe.

Our company is a leader in integrating spectacular pyrotechnics with the drama of lasers. We specialize in spectacular choreographed fireworks and laser light shows. We are qualified to provide pyrotechnic effects and laser shows for both indoor and outdoor settings.

The goal and commitment of our company is to provide an outstanding visual experience to both our clients and their audience. The success of our company has been the result of providing outstanding professional services, safety, innovation, and a total commitment to client satisfaction.

Schedule 2 Company & Insurance Details

Company Details

Company Name: Lantis Fireworks & Lasers

Location of Business: 20 miles south of Salt Lake City

Mailing Address: P.O. Box 491
Draper, Utah 84020

Telephone No: (800) 443 3040
(801) 571 2444

Facsimile NO: (801) 768 2433

E-mail Address: bryan@lantisfireworks.com

Web Page: <http://www.lantisfireworks.com>

Company Representative: Bryan Leiran

Insurance Details

Public Liability Insurance

Amount of Cover: \$1,000,000

Insurers: Underwriters, Lloyd of London

Expiration Date: Renewed annually

Schedule 3

Reference Contacts 3

Reference 1

Name of Company:	Silver Legacy Resort and Casino
Location:	Reno Nevada
Contact Person:	Rod T.
Telephone No:	On Request
Facsimile No:	(775)-325-7446
Details of Contact:	Promotions Manager

Reference 2

Name of Company:	John Ascuaga's Nugget
Location:	Sparks Nevada
Contact Person:	Daphne L.
Telephone No:	(775)-356-3428
Facsimile No:	(775)-356-3476
Details of Contact:	Special Events

Reference 3

Name of Company:	Greater Anchorage Fur Rondy
Location:	Anchorage Alaska
Contact Person:	Mary Pignalberi
Telephone No:	(907) 274 1177
Facsimile No:	(907) 277 2199
Details of Contact:	Event Director

We have shot hundreds of show from Sydney Harbor, Caesars Palace Las Vegas and Anchorage Alaska with many in Utah. If you need additional show information please call our office.

Schedule 4

Event Concept and Role of Pyrotechnician

A. Understanding of the Events Concept

Lantis Fireworks & Lasers has a good concept of the type of fireworks display needed to create excitement and enjoyment at the Hailey City July 4, 2013.

Event Planning: The years of experience in planning and executing fireworks displays have given Lantis a unique outlook. We are able to discuss with the client their ideas for the display and add suggestions to help maximize the excitement of the fireworks.

Given the limitations of budget and safety consideration of the site, Lantis will create an evening sky full of noise, fantastic shell designs and color combinations that will please all, bringing forth many "oohs" and "aahs" of delight.

In visualizing a fireworks display we talk not only with the client but also the Fire department, to make sure we receive input from fire officials this is very important. From there we plan for the shell size and type that will allow the maximum, yet safe, display. Selected shells will create a panorama of beautiful bursts of color and noise. We aim for that one great compliment, "That was the best show ever!"

Our Pyros are well trained and evaluated by their peers and the client. They will approach their assignment to a fireworks display with two primary thoughts, safety and excellence.

The Pyro will check with the client's appointed contact person to discuss time and set up area. They will also contact the Fire Department and Police Department where possible to determine safety of the site and area control.

Mortars are set in racks as early in the day as possible. Loading takes place as early as needed to be ready to fire on time. After shells are loaded, crewmembers will maintain watch to keep observers at a safe distance.

If the display is choreographed, the Pyro will contact the necessary representative to coordinate the music, show start time and communication. The program will be fired electrically. Systems will be installed and tested to be sure to minimize any delays or errors.

Pyros will check with the client just minutes before the display is to start to discuss any safety concerns or changes in the weather that may affect the display. Again, safety is first. A show may be canceled or delayed rather than put anyone at risk.

After the completion of the show, the Pyro and crew will check all mortars. They will begin a clean up of the area picking up trash left from the shells. Mortars, racks, wires, etc will be picked up and placed in the truck. An additional check will also be made the next morning.

B. About our Pyrotechnicians

- Our highly trained, properly licensed technicians will be used for your event.

- Annual training seminars are held to upgrade the technician's technical knowledge, product knowledge, and safety skills. We also provide hands – on experience.

C. Understanding the role of Pyrotechnician

Lantis Fireworks & Lasers perception of the role of the pyrotechnician at the Hailey City July 4, 2013 celebration is to plan and execute the following duties:

- Supply all pyrotechnic, components for the event.
- Supply all associated hardware and equipment for the performance.
- Supply trained and licensed pyrotechnician's for each location of the pyrotechnic performance.
- Adhere to all state and federal laws and regulations.
- Perform all work in accordance with NFPA regulations covering the use of pyrotechnics.

To produce the most memorable multi media & pyrotechnic experience of all time.

D. Services Provided

Lantis Fireworks & Lasers will provide all products and services associated with producing the pyrotechnic performance for the Hailey City July 4, 2013

These Include:

- All Pyrotechnic Devices
- Insurance-Public Liability \$1,000,000
- Licensed/Experienced Pyrotechnician's
- Permits
- Local Transport
- Mortars and Associated Equipment
- Computer Firing System and Production Design as required

Attend pre-event development and production meetings

E. Operational Plan

Lantis will supply a full Operational Event Plan to Hailey City July 4, 2013. Please find the following summary of our 5-five point Operational Plan.

1. Emergency Procedures
2. Event Summary-Site Map
3. Crew Contact
4. Production Schedule
5. Communication and Back Up Procedures

1. Emergency Procedures- a detailed list of exactly what action to take in the event of an emergency, emergency services communication systems and contact numbers.

2. Event Summary- details of the events background and concept will be included in the plan. This will include site maps.

3. Crew Contact List- a detailed list of all personnel involved in the production of the Hailey City July 4, 2013.

4. Production Schedule- a detailed time schedule of all activity and movements required in the producing of this pyrotechnic performances.

<i>Date</i>	<i>Start</i>	<i>Finish</i>	<i>Operations</i>	<i>Location</i>	<i>Crew</i>
			<i>Received sufficient information from Client. Commence work on final show design.</i>	<i>Show Design Office</i>	<i>Show Designers</i>
			<i>Production Meeting with show designers</i>	<i>Office</i>	<i>Show Designers</i>
			<i>Prepare and pack all firing equipment required for display</i>	<i>Bunker</i>	<i>Bunker Crew</i>
			<i>Transport pyrotechnics and equipment required to site of production</i>	<i>Bunker to Site location</i>	<i>Display Crew</i>
			<i>Secure Site</i>	<i>Site location</i>	<i>Display Crew</i>
			<i>Set up equipment</i>	<i>On Site</i>	<i>Display Crew</i>
			<i>Load Pyrotechnics</i>	<i>On Site</i>	<i>Display Crew</i>
			<i>Final equipment and Safety checks</i>	<i>On Site</i>	<i>Display Crew</i>
			<i>Commence Display</i>	<i>On Site</i>	<i>Display Crew</i>
			<i>Check all mortars & begin clean up</i>	<i>Site</i>	<i>Display Crew</i>
			<i>Finish clean up and leave site as found</i>	<i>Site</i>	<i>Display Crew</i>

5. Communication and Back Up Procedures- Lantis Fireworks & Lasers have a Motorola two-way communication system with a dedicated frequency for all communications on site. Detailed instructions of how to operate the two-way radios, correct radio operating procedures and channels to be used will be published in the plan.

A Motorola transmitter will be used to transmit the time code to the computer firing systems. The transmitter will be installed into the control room for the duration of the event. Another transmitter will be stored in the control room as part of our back up procedure. The transmitter requires 120v power

Mobile Phones are not to be used within 60 feet of any pyrotechnic device with an electrical igniter attached to it. Mobile Phones may be used 60 feet away from pyrotechnic devices and it is recommended that they only be used in the event of an emergency.

Schedule 5

Product Description and Quantity List

Lantis Productions, Inc. does not use "pre-packaged" fireworks shows. The interrelationship between the mood and rhythm of the soundtrack and the visual effects created requires that final shell selection await the actual choreographing of the show to this allows our designers and pyro-artists the largest possible palate from which to paint the sky.

This approach is different from many pyrotechnic companies, and sometimes makes it difficult to compare our proposals with companies who sell prepackaged shows. While we are careful to specify the quantity, quality, and size of fireworks shells, we are reluctant to identify specific individual shells until show design and choreography is complete.

We hope that you will consider the value of this approach in evaluating our proposals

3" Aerial Shells

With one of the widest ranges of 3" aerial shell you will find over 70% to be bicolor. We have over 175 different varieties to choose from. Shells such as: Palm Trees, Willows, Double rings, hearts, mixed Peonies with special effects such as Color-Changing stars, Whistles and Pistols are designed for these shells reaching heights of up to 350 feet. For your display we have selected:

Total 3" Aerial Shells = Proposal "A" 75 Shells to be Designed into the show

4" Aerial Shells

These spectacular shells travel up to 450 feet high and then burst in a spectrum of colors and effects. The world famous Hummer Shells, Special Effect Willows, three color changing Stars with Palm Core and Sky Mines are some of our exclusive 4" shells. We have 125 varieties to choose from. For your display we have selected:

Total 4" Aerial Shells = Proposal "A" 175 Shells to be Designed into the show
70 Finale

5" Aerial Shells

Our 5" aerial shells are individually designed to add a new dimension to the display. As these shells are larger in diameter this allows our designers to place more effects inside the shell to create effects such as Saturn Rings, Smiley Faces, Butterflies, Sky Mines, Silver Serpents and the beautiful gold "Kamouro" stars which burst over 500 feet high and then suspend in the nights sky slowly descending towards the ground. We have over 130 varieties in stock. For your display we have selected:

Total 5" Aerial Shells = Proposal "A" 122 Shells to be Designed into the show
48 Finale

6" Aerial Shells

These magnificent shells are the biggest crowd pleasers of all. A massive aerial shell, which weighs 4kg, is fired up to 620 feet, leaving a silver trail as it soars into the night sky. As the shell reaches it programmed height it bursts into a huge colored chrysanthemum, falling leaves, Variegated Dahlia, Special pattern fish or one of our other shells that we have in stock. There are over 115 varieties to choose from in this selection of shells. For your Display we have selected:

Total 6" Shells = Proposal "A" 30 Shells to be Designed into the show
10 Finale

7" Aerial Shells

Display Shells Premium shells with similar effects as Listed for shells starting at the size of 4" to 16" shells.

Total 7" Aerial Shells = Proposal "A" 20 Shells to be Designed into the show
5 Finale

Salutes

A brilliant silver flash and heavy report, these shells are usually used to note the finale of the display. For your display we have selected:

2.5" Salutes = Proposal "A" 20 Shells to be Designed into the show

Total shots for your display:

Proposal "A" 575 shots by Lantis Fireworks and Lasers

Cost of either Proposal is \$20,000

Remember this is just an idea; if you would like to make some changes such as a different shell size or count on some shells please give us a call. I know we can work something out.

*We have an assortment of over 300,000 shells to choose from.
You can rest assured that your show will be like no other.*

Schedule 6
Visual presentation and show details

The fireworks display will be choreographed to music provided by or approved by the client. The display will create a night time sky full of color and noise to excite those in attendance.

This show will be choreographed to music and synced for a pyro musical. The local radio station has simo casted the music for the show for the past five years that we have done the show. The show music will be presented to the client for review the music before the design process is started. Lantis use the latest technology in show design to help the performance of the show and crew. We are always paying attention to special conditions that this location presents.

Lantis has always worked well with the city and the fire authorities to present the show in a safe manner. Lantis has also provided the fire protection services of the city collection of material that need to handle by trained personnel for repurposing.

Lantis has also worked with the local school to use the property and has demonstrated the concern and respect to the grounds. We have also cleaned up the location to the standards that the school desires and deserves.

Schedule 7

Previous Pyrotechnic Experience

Our Company has a worldwide reputation for the ability to stage large and small scale synchronized displays using the very latest computer firing system and design software.

The other major attribute to our reputation and success is safety. We take safety very seriously and it is our number one factor when selecting product for your display. Like the dazzling display itself, we tailor our product to suit the site and always ensure that we do a thorough site inspection to ensure all safety factors are adhered to.

Schedule 8

Professional Organizations

In order to serve our clients better, Lantis Productions, Inc. is a member of following professional organizations:

- International Society of Explosives Engineers
- National Safety Council
- National Fire Protection Association
- American Pyrotechnics Association (APA)
- International Pyrotechnics Society (IPS)
- Western Pyrotechnics Association (WPA)
- Pyrotechnic Guild International (PGI)
- International Festivals Association (IFA)
- Northwestern Festival Association (NFA)
- California Festivals Association (Cal Fest)
- International Associations of Fairs & Expositions (IAFE)
- Western Fairs Association (WFA)
- Int'l Assoc. of Amusement Parks & Attractions (IAAPA)
- International Events Group (IEG)
- National Parks and Recreation Association (NPRA)
- Christmas in the Nighttime Sky