

**CITY OF HAILEY  
RESOLUTION 2012-23**

**A RESOLUTION OF THE HAILEY CITY COUNCIL ADOPTING FEES FOR  
RESIDENTIAL AND COMMERCIAL SOLID WASTE AND RECYCLABLE  
MATERIAL HAULING SERVICES**

WHEREAS, the Hailey City Council finds that it is in the best interests of the citizens of Hailey to maintain a comprehensive solid waste and recycling program for both residential and commercial properties within the City of Hailey; and

WHEREAS, the Hailey City Council adopted Hailey Ordinance No. 1103 that granted Obras, L.L.C., d/b/a/ Clear Creek Disposal, Inc. an exclusive franchise to provide solid waste and recycling services for both residential and commercial properties within the City of Hailey, subject to the residential and commercial franchise agreements dated April 11, 2012 (“Franchise Agreements”);

WHEREAS, a schedule of rates for residential and commercial hauling fees was proposed in the bid offered by Clear Creek Disposal, Inc. prior to the parties entering into the Franchise Agreements.

**NOW, THEREFORE, BE IT RESOLVED BY THE HAILEY CITY COUNCIL:**

Section 1: Adoption of Fees. The City Council of the City of Hailey hereby adopts fees for residential and commercial customers located within the City of Hailey for standard weekly rates for collection and transportation of solid waste and recyclable materials and for standard rates for extra pickups of solid waste and recyclable materials and other services. These fees are described in the attached Exhibit.

Section 3: Effective Date. The fees adopted by this Resolution shall be effective beginning May 1, 2012. Unless otherwise amended by resolution, the fees adopted by this Resolution shall continue in full force and effect until the expiration or termination of the franchise granted to Obras, L.L.C., d/b/a Clear Creek Disposal, Inc. under Hailey Ordinance No. 1103.

THIS RESOLUTION IS ADOPTED this 16th day of April, 2012.

\_\_\_\_\_  
Fritz X. Haemmerle, Mayor, City of Hailey

ATTEST:

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

# Residential Rates

- \*Service includes 1 roll-cart for garbage plus up to 2-18 gallon bins (blue bins) for recycling.
- \*No delivery fee for delivery of carts and/or bins.
- \*All charges include City of Hailey fees and sales tax.
- \*Minimum Service in the City of Hailey includes one time per week.
- \*All garbage must fit inside of cart or extra bag charges apply.
- \*There is no limit on amount of properly sorted recyclables.

Regular Residential Service		
Cart Size	Description of Service	Monthly Fee
32 Gallon Cart	Emptied One Time Per Week	\$10.25
68 Gallon Cart	Emptied One Time Per Week	\$18.72
95 Gallon Cart	Emptied One Time Per Week	\$24.92

Additional Services		
Cart Size	Description of Service	Per Time Charge
32 Gallon Cart	Cart not out on time-same day go back	\$4.00
68 Gallon Cart	Cart not out on time-same day go back	\$5.00
95 Gallon Cart	Cart not out on time-same day go back	\$6.00
32 Gallon Cart	Extra empty (additional/off day)	\$13.56
68 Gallon Cart	Extra empty (additional/off day)	\$13.56
95 Gallon Cart	Extra empty (additional/off day)	\$13.56
32 Gallon Cart	Non returned/Damaged Cart	\$77.80
68 Gallon Cart	Non returned/Damaged Cart	\$89.10
95 Gallon Cart	Non returned/Damaged Cart	\$100.40
Cart Cleaning	Includes pick-up/cleaning/return	\$32.60
Extra Bins	In excess of two each additional bin	\$20.67
Bin	Non returned/Damaged bin	\$20.67
Extra Bag/outside cart	32 Gallon equivalent	\$4.75

**Important Note:**

Carts and Bins are owned by Clear Creek Disposal, and are registered to the property address. In the event that a resident moves or sells a house, the cart(s) and bin(s) should remain with the property. Arrangements should be made prior to vacating the property to avoid unnecessary costs.



# Commercial Rates

**Monthly Charge is all inclusive with Rent, Service, City Fees and Sales Tax**

\*Dumpster Final - No additional charge if done on regular pick-up schedule

\*On Call Charges are for empties to dumpsters in addition to weekly service

\*City of Hailey minimum allowable service: one time per week

\*Monthly Charges are for garbage inside the dumpster. Garbage that does not fit inside dumpster is subject to extra yardage charges estimated by the driver.

\*Extra yardage: \$11 per yard

Delivery Fees (per trip)	
Carts (any size)	\$10.00
Dumpsters (any size)	\$25.00

Size	Service Frequency	Monthly Charge
32 Cart	1 Time Per Week	\$10.25
32 Cart	2 Times Per Week	\$20.50
32 Cart	3 Times Per Week	\$30.75
32 Cart	4 Times Per Week	\$41.00
32 Cart	5 Times Per Week	\$51.25
32 Cart	On Call	\$13.56

Size	Service Frequency	Monthly Charge
68 Cart	1 Time Per Week	\$18.72
68 Cart	2 Times Per Week	\$37.44
68 Cart	3 Times Per Week	\$56.16
68 Cart	4 Times Per Week	\$74.88
68 Cart	5 Times Per Week	\$93.60
68 Cart	On Call	\$13.56

Size	Service Frequency	Monthly Charge
95 Cart	1 Time Per Week	\$24.92
95 Cart	2 Times Per Week	\$49.84
95 Cart	3 Times Per Week	\$74.76
95 Cart	4 Times Per Week	\$99.68
95 Cart	5 Times Per Week	\$124.60
95 Cart	On Call	\$13.56



# Commercial Rates

Size	Service Frequency	Monthly Charge
1.5 cubic yard	1 Time Per Week	\$54.42
1.5 cubic yard	2 Times Per Week	\$107.81
1.5 cubic yard	3 Times Per Week	\$161.21
1.5 cubic yard	4 Times Per Week	\$214.60
1.5 cubic yard	5 Times Per Week	\$267.99
1.5 cubic yard	6 Times Per Week	\$321.38
1.5 cubic yard	On Call Each Empty	\$18.54

Size	Service Frequency	Monthly Charge
3 cubic yard	1 Time Per Week	\$106.46
3 cubic yard	2 Times Per Week	\$208.16
3 cubic yard	3 Times Per Week	\$309.86
3 cubic yard	4 Times Per Week	\$411.56
3 cubic yard	5 Times Per Week	\$513.26
3 cubic yard	6 Times Per Week	\$614.96
3 cubic yard	On Call Each Empty	\$34.71

Size	Service Frequency	Monthly Charge
4 cubic yard	1 Time Per Week	\$143.93
4 cubic yard	2 Times Per Week	\$279.53
4 cubic yard	3 Times Per Week	\$415.13
4 cubic yard	4 Times Per Week	\$550.73
4 cubic yard	5 Times Per Week	\$686.33
4 cubic yard	6 Times Per Week	\$821.93
4 cubic yard	On Call Each Empty	\$48.26



# Commercial Rates

Size	Service Frequency	Monthly Charge
6 cubic yard	1 Time Per Week	\$215.30
6 cubic yard	2 Times Per Week	\$418.70
6 cubic yard	3 Times Per Week	\$622.10
6 cubic yard	4 Times Per Week	\$825.50
6 cubic yard	5 Times Per Week	\$1,028.90
6 cubic yard	6 Times Per Week	\$1,232.30
6 cubic yard	On Call Each Empty	\$71.79

Size	Service Frequency	Monthly Charge
8 cubic yard	1 Time Per Week	\$285.48
8 cubic yard	2 Times Per Week	\$556.68
8 cubic yard	3 Times Per Week	\$827.88
8 cubic yard	4 Times Per Week	\$1,099.08
8 cubic yard	5 Times Per Week	\$1,370.28
8 cubic yard	6 Times Per Week	\$1,641.48
8 cubic yard	On Call Each Empty	94.13





**CITY OF HAILEY  
RESOLUTION NO. 2012-24**

**RESOLUTION OF THE CITY COUNCIL FOR THE CITY OF HAILEY  
AUTHORIZING THE EXECUTION OF CONTRACT FOR HOT CRACK FILL  
SERVICE WITH IMPERIAL ASPHALT**

WHEREAS, the City of Hailey desires to enter into an agreement with Imperial Asphalt under which Imperial Asphalt will perform and be responsible for hot crack fill service for the City of Hailey.

WHEREAS, the City of Hailey and Imperial Asphalt 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 hot crack fill service between the City of Hailey and Imperial Asphalt and that the Mayor is authorized to execute the attached Agreement,

Passed this 16th day of April 2012.

City of Hailey

\_\_\_\_\_  
Fritz X. Haemmerle, Mayor

ATTEST:

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

**AGENDA ITEM SUMMARY**

DATE: 4/16/12 DEPARTMENT: PW - Streets DEPT. HEAD SIGNATURE: 

**SUBJECT:** Agreement with Imperial Asphalt for hot crack fill services at the amount bid to the City of Bellevue

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

**BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:**

The Street Department has used Imperial Asphalt for the last 4 years to perform hot crack fill services for city streets. The City of Bellevue used our specification to request bids for this work (see attached). The plan is to perform crack fill from April 23 – 26 in the Woodside subdivision on streets other than Woodside Blvd. The work is estimated at a total cost of not to exceed \$20,000. The work is paid for on an actual tonnage of crack fill material used.

**FISCAL IMPACT / PROJECT FINANCIAL ANALYSIS:** Caselle # \_\_\_\_\_  
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)

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

**RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD:**  
Motion for the mayor to sign an agreement with Imperial Asphalt for a not-to-exceed cost of \$20,000 for hot crack fill of Woodside subdivision streets.

**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./Agrmt./Order Originals: Record \*Additional/Exceptional Originals to: \_\_\_\_\_  
Copies (all info.): \_\_\_\_\_ Copies (AIS only)  
Instrument # \_\_\_\_\_



# IMPERIAL ASPHALT

P.O. Box 1500  
Blackfoot, Idaho 83221  
Phone (208) 782-0301

Kelly Schwarz,

As previously discussed with you on the phone, I wanted to bring to your attention the recently closed contract with the City of Bellevue in which Imperial Asphalt was awarded the crack seal project for 2012.

I wanted to confirm that we would be happy to extend the same price to the City of Hailey.

That Price was \$2480 per Ton, assuming a minimum of 4 Tons.

On the following pages, I will attach the Specifications for this project. If there are any areas of the specifications that you would like to clarify, please let me know. There are several adjustments that could be made to those specifications without impacting the price.

Upon acceptance of this proposal, please issue a 'notice to proceed' and we will schedule with you when you would like us to start on the project.

Sincerely,

Wade Hone  
Mobile (208) 243-1046  
wade@imperialasphalt.com

Imperial Asphalt  
[www.imperialasphalt.com](http://www.imperialasphalt.com)

Main Office (208) 782-0301  
Fax (208) 785-6080

# IMPERIAL ASPHALT

P.O. Box 1500  
Blackfoot, Idaho 83221  
Phone (208) 782-0301

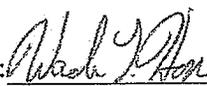
PROPOSAL	City of Hailey	JOB NAME:	Hailey City Streets
STREET:		JOB LOCATION:	Hailey ID
	Kelly.schwarz@haileycityhall.org	JOB LOCATION:	Hailey ID
Mobil: 309-1365	PHONE:		
CONTACT:	Kelly Schwarz	208 788-5965 X10	JOB CONTACT: Kelly

We hereby agree to furnish all labor, material and equipment for the completion, in a good and workmanlike manner, of the work described below.

Route and Crack Seal and provide traffic control as needed \$2,480 / Ton

\*Price based on doing at least 4 tons worth of work.

Terms of Payment Upon Completion Total Contract Price \$2,480 / Ton

Date: April 12th 2012 By:  Wade Hone | Cell = 243-1046

### ACCEPTANCE

The above mentioned proposal is accepted. You are authorized to perform the work described herein.

It is agreed that you shall be paid according to the terms set forth herein. All of the terms on the reverse side are Incorporated herein and made a part hereof.

Date \_\_\_\_\_ Company: \_\_\_\_\_

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

2. All payments received in accordance with the terms of this contract are accepted with the understanding that such payments shall be applied to the payment of material and labor furnished on the work subject to this agreement.

3. Both parties agree that the plans and specifications may be changed without impairing the validity of this contract, subject, however, to the condition that the sum allowed either party for such alterations shall have been agreed upon by the parties to the contract and full statement of the same made in writing and signed by them before the work to be affected by the changes is commenced.

4. Both parties agree that Imperial Asphalt is not responsible for breakage of underground pipes, wiring or other improvements which are not visible to workmen on the property.

5. The undersigned agrees that all defects in material or labor must be brought to the attention of Imperial Asphalt within thirty (30) days of receipt of billing invoice for the work performed or else waives its right to claim any offers for these defects.

6. Unless specified otherwise, the party for whom this work is performed assumes responsibility for traffic control and any barricading necessary, as well as assuring traffic is not permitted on the new surface until the material is set and dry.

7. If payment is not received by Imperial Asphalt according to the terms specified in this agreement, the purchaser of products and services from Imperial Asphalt shall be liable for costs incurred by Imperial Asphalt including a reasonable attorney's fee if the account is placed with attorney for collection.

8. The undersigned represents itself to be the record owner of the real property which shall be improved pursuant to this agreement, or the authorized agent of the record owner.

9. The undersigned agrees to pay all invoices from Imperial Asphalt within the terms described herein. If payment is not received as set forth herein, the undersigned agrees to pay one and one-half percent (1 1/2%) compounded monthly (18% per-annum) on all outstanding owing to Imperial Asphalt.

10. This bid is based on the current price of labor and material and if not accepted within 15 days from date hereof, the right is reserved to submit a new bid.

11. All agreements contingent upon strikes, accidents or delays beyond control.

12. This contract shall be governed by the laws of the State of Idaho both as to interpretation and performance and jurisdiction shall be in Bingham County, Idaho.

13. Imperial Asphalt disclaims all warranties expressed or implied including warranty of merchantability, and warranty for fitness for a particular purpose. The only expressed warranties are those written on this contract.

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

## **SPECIAL PROVISIONS**

### **CRACK SEALING**

**PROJECT: Hailey ID Crack Seal 2012**

#### **GENERAL INFORMATION**

All work associated with this project shall be performed and completed in conformance with these Contract Documents, the construction drawings pertaining to this project, the City of Bellevue Standard Drawings and Specifications, and applicable Federal, State or Local requirements or as directed by the City Engineer.

#### **PROJECT DESCRIPTION**

This Project consists of the routing, cleaning and sealing of cracks or joints in existing asphalt pavement of various streets in Bellevue. The proposal shall be given on a per ton basis. The quantity estimated for this project is a minimum of 4 tons. The successful bidder will service the streets as indicated by the City Street Supervisor and proceed until the quantity bid is completed. The contractor shall be required to supply all traffic control. Traffic control shall comply with the current Federal Manual of Uniform Traffic Control Devices (MUTCD) and shall be included in the proposed price per ton.

#### **SPECIFICATIONS FOR HOT ASPHALT-RUBBER JOINT OR CRACK SEALING MATERIALS:**

The sealant shall be Maxwell Elastoflex 52 or equal, which will form a resilient and adhesive compound conforming to ASTM D 6690 *Type I*. Maxwell Elastoflex 52 sealant conforms to all specification requirements of ASTM D 6690 *Type I* "Joint Sealants, Hot-Poured, for Concrete and Asphalt Pavements,".

#### **CONSTRUCTION SPECIFICATIONS:**

All joints or cracks *1/8 inch* in width and larger shall be sealed. New Joints or cracks shall be routed to *3/4 inch* in width and a minimum of *3/4 inch* in depth prior to sealing, unless otherwise shown on the plans. Joints or cracks wider than *3/4 inch* or previously sealed will not require routing, unless otherwise indicated by the City Street Supervisor.

All joints or cracks shall be thoroughly cleaned with compressed air or in wet weather, with a hot air lance immediately ahead of placing the hot-poured sealant. Air compressors shall be set above 100 PSI to provide sufficient pressure and volume to clean cracks of dirt and debris adequately and shall be equipped with oil and moisture filters/traps. All vegetation and debris shall be removed in this cleaning operation.

Previously sealed cracks that have opened up *1/8 inch* or greater will need to be resealed but not routed.

Joint or crack sealing shall be accomplished in accordance with the sealant manufacturer's recommended procedure. Sealing shall not proceed if rain or snow is imminent.

The equipment used to apply the sealant shall have a minimum melting capacity of 100 gallons per hour and shall be capable of heating the sealant mixture to 300° F minimum, and shall have a positive means for keeping the sealant mixture agitated and thoroughly mixed during sealing operations. The temperature of the sealant mixture shall not exceed 410°F.

The sealant shall be applied until it is flush with or just below the surface of the pavement and shall be smoothed tightly against the surface using a crack seal cup to create a band on both sides of the crack. The band shall not exceed 2 inches on either side of the crack and the material shall be no more than ¼ inch below the surface. Traffic shall be kept off the freshly sealed joints or cracks until the sealant has cured or has been covered with blotter material to prevent tracking. All rocks and debris from the cleaning and preparation of the joints or cracks shall be removed from the roadway surface before re-opening the roadway to traffic.

#### **BASIS OF PAYMENT**

This contract will be paid as a lump sum, on a 'per ton' of crack seal material applied basis, in accordance with this document.

#### **COMPLETION TIME TABLE**

The CONTRACTOR shall have Ninety Calendar (90) days from award notice to proceed, to complete all work and cleanup involved with this project.

City of Bellevue, Sealed Bid opening for 2012 purchase and application of Street Maintenance Crack Seal.

Bids were opened at 11:00 a.m., Monday, March 12, 2012. Present at opening were Development Services Administrator, Craig Eckles and Bellevue City Clerk, Dorothy Barton. Public Works Administrator, Dan Black was not in attendance due to illness.

**BID ABSTRACT**

**Street Maintenance Crack Seal**

Vendor	Bid Complete	Applied Cost per Ton
Imperial Asphalt	Yes	\$ 2,480.00
Anderson Asphalt Paving, Inc	Yes	\$ 4,500.00
Valley Paving	No	Declined to Bid

Bid opening closed at 11:09 a.m.

Low bid is Imperial Asphalt. References have been verified.

**City of Bellevue**

**Invitation for Crack Seal Bid 2012**

**March 6<sup>th</sup> 2012**

**Potential bidders:**

The City of Bellevue is seeking sealed bids for Crack Sealing of various streets around the city. Payment will be made at the price per ton as stated in the contractor's proposal.

Bids are requested returned by March 12<sup>th</sup> 2012 at 11:00 a.m. by electronic e-mail to [deebarton@bellevueidaho.us](mailto:deebarton@bellevueidaho.us), hand delivery to the City of Bellevue, 115 East Pine, Bellevue, Idaho, or US mail delivered to the City of Bellevue, P.O. Box 825, 83313, Attn. City Clerk. Potential awarding shall be at a noticed / scheduled Council meeting ASAP.

A minimum of three references in which the potential bidder has performed like work shall be provided.

The city of Bellevue reserves the right to reject all bids.

If you have any questions regarding the bid please contact Craig Eckles or Dan Black at (208) 788-5351.

Bids shall be submitted on this form:

**CRACK SEALING CITY ROADS – Bellevue Idaho**

**Bid Item:**

1. Crack Seal various streets in accordance with the Special Provisions for this project.

The undersigned has carefully examined the special provisions for this project and also understands that all crack sealing services called for shall be for the price bid.

Price per ton applied in accordance with the Special Provisions for this Project \$ \_\_\_\_\_

This bid is submitted by: \_\_\_\_\_

Bid Signature: \_\_\_\_\_

Public Works Contractors License # \_\_\_\_\_

Date: \_\_\_\_\_

## **SPECIAL PROVISIONS**

### **CRACK SEALING**

**PROJECT:** Bellevue ID Crack Seal 2012

### **GENERAL INFORMATION**

All work associated with this project shall be performed and completed in conformance with these Contract Documents, the construction drawings pertaining to this project, the City of Bellevue Standard Drawings and Specifications, and applicable Federal, State or Local requirements or as directed by the City Engineer.

### **PROJECT DESCRIPTION**

This Project consists of the routing, cleaning and sealing of cracks or joints in existing asphalt pavement of various streets in Bellevue. The proposal shall be given on a per ton basis. The quantity estimated for this project is a minimum of 4 tons. The successful bidder will service the streets as indicated by the City Street Supervisor and proceed until the quantity bid is completed. The contractor shall be required to supply all traffic control. Traffic control shall comply with the current Federal Manual of Uniform Traffic Control Devices (MUTCD) and shall be included in the proposed price per ton.

### **SPECIFICATIONS FOR HOT ASPHALT-RUBBER JOINT OR CRACK SEALING**

**MATERIALS:** The sealant shall be Maxwell Elastoflex 52 or equal, which will form a resilient and adhesive compound conforming to ASTM D 6690 Type I. Maxwell Elastoflex 52 sealant conforms to all specification requirements of ASTM D 6690 Type I "Joint Sealants, Hot-Poured, for Concrete and Asphalt Pavements,".

**CONSTRUCTION SPECIFICATIONS:** All joints or cracks  $1/8$  inch in width and larger shall be sealed. Joints or cracks less than  $1/8$  inch in width shall be routed to  $3/4$  inch in width and a minimum of  $3/4$  inch in depth prior to sealing, unless otherwise shown on the plans. Joints or cracks wider than  $3/4$  inch or previously sealed will not require routing, unless otherwise indicated.

All joints or cracks shall be thoroughly cleaned with compressed air or in wet weather, with a hot air lance immediately ahead of placing the hot-poured sealant. Air compressors shall be set above 100 PSI to provide sufficient pressure and volume to clean cracks of dirt and debris adequately and shall be equipped with oil and moisture filters/traps. All vegetation and debris shall be removed in this cleaning operation.

Previously sealed cracks that have opened up 1/8 inch or greater will need to be resealed but not routed.

Joint or crack sealing shall be accomplished in accordance with the sealant manufacturer's recommended procedure. Sealing shall not proceed if rain or snow is imminent.

The equipment used to apply the sealant shall have a minimum melting capacity of 100 gallons per hour and shall be capable of heating the sealant mixture to 300° F minimum, and shall have a positive means for keeping the sealant mixture agitated and thoroughly mixed during sealing operations. The temperature of the sealant mixture shall not exceed 410°F.

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#### **BASIS OF PAYMENT**

This contract will be paid as a lump sum, on a 'per ton' of crack seal material applied basis, in accordance with this document.

#### **COMPLETION TIME TABLE**

The CONTRACTOR shall have Ninety Calendar (90) days from award notice to proceed, to complete all work and cleanup involved with this project.

City of Bellevue

Invitation for Crack Seal Bid 2012

March 6<sup>th</sup> 2012

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A minimum of three references in which the potential bidder has performed like work shall be provided.

The city of Bellevue reserves the right to reject all bids.

If you have any questions regarding the bid please contact Craig Eckles or Dani Black at (208) 788-5351.

Bids shall be submitted on this form:

CRACK SEALING CITY ROADS - Bellevue Idaho

Bid Item:

1. Crack Seal various streets in accordance with the Special Provisions for this project.

The undersigned has carefully examined the special provisions for this project and also understands that all crack sealing services called for shall be for the price bid.

Price per ton applied in accordance with the Special Provisions for this Project \$ 2,480

This bid is submitted by Imperial Asphalt

Bid Signature: Wade Hone *Wade Hone*

Public Works Contractors License # 13183-B-4(02785)

Date: 3/12/2012

City of Bellevue

Invitation for Crack Seal Bid 2012

March 6<sup>th</sup> 2012

Potential bidders:

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Bids shall be submitted on this form:

CRACK SEALING CITY ROADS – Bellevue Idaho

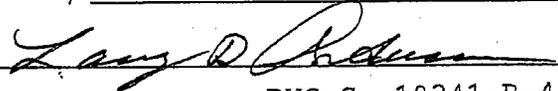
Bid Item:

- 1. Crack Seal various streets in accordance with the Special Provisions for this project.

The undersigned has carefully examined the special provisions for this project and also understands that all crack sealing services called for shall be for the price bid.

Price per ton applied in accordance with the Special Provisions for this Project \$ 4,500.00

This bid is submitted by: ANDERSON ASPHALT PAVING, INC.

Bid Signature: 

Public Works Contractors License # PWC-C -10241-B-4

Date: 3-9-12

REFERENCES :

- GREENHORN HOMEOWNERS ASSOC.
- BLAINE CO. SCHOOL DISTRICT
- PICABO HANGAR ASSOC.

*Rec'd  
10:45 A.M.  
3-12-2012  
N*

Dee Barton

---

From: Clint Kisler [clintk@svskylan.net]  
Sent: Wednesday, March 07, 2012 11:12 AM  
To: Dee Barton  
Subject: Crack fill bid

I would like to thank you for the invitation for this project, but we don't do the hot crack filling.  
Again thank you for the opportunity.

*Clint Kisler  
Superintendent  
Valley Paving*

ID	Road Name	Area (yd^2)	RSL	Budgeted Treatment	Cost	Budgeted Year
1794	Beaver Brook Dr	2,427	6	Crack FILL	\$509.60	YEAR 1
1796	Berrycreek Dr	419	10	Crack FILL	\$87.92	YEAR 1
1798	Berrycreek Dr	763	10	Crack FILL	\$160.16	YEAR 1
1799	Berrycreek Dr	3,045	10	Crack FILL	\$639.52	YEAR 1
1797	Berrycreek Dr	400	10	Crack FILL	\$84.00	YEAR 1
1800	Black Oak Dr	1,877	6	Crack FILL	\$394.24	YEAR 1
1811	Briarwood Dr	960	12	Crack FILL	\$201.60	YEAR 1
1810	Briarwood Dr	2,536	8	Crack FILL	\$532.56	YEAR 1
1831	Butterfly Dr	1,875	8	Crack FILL	\$393.68	YEAR 1
1830	Butterfly Dr	840	8	Crack FILL	\$176.40	YEAR 1
1839	Cherry Hill Dr	2,288	6	Crack FILL	\$480.48	YEAR 1
1858	Countryside Blvd	1,556	6	Crack FILL	\$326.76	YEAR 1
2004	Flowing Wells Dr	2,219	10	Crack FILL	\$465.92	YEAR 1
2005	Forest Bend Dr	2,341	6	Crack FILL	\$491.68	YEAR 1
2021	Glenbrook Dr	2,243	6	Crack FILL	\$470.96	YEAR 1
2034	Glenbrook Dr	291	6	Crack FILL	\$61.04	YEAR 1
2025	Glenbrook Dr	845	8	Crack FILL	\$177.52	YEAR 1
2028	Glenbrook Dr	2,368	10	Crack FILL	\$497.28	YEAR 1
2026	Glenbrook Dr	845	8	Crack FILL	\$177.52	YEAR 1
2024	Glenbrook Dr	845	6	Crack FILL	\$177.52	YEAR 1
2030	Glenbrook Dr.	2,944	10	Crack FILL	\$618.24	YEAR 1
2020	Glenbrook Dr	3,437	8	Crack FILL	\$721.70	YEAR 1
2022	Glenbrook Dr	771	6	Crack FILL	\$161.98	YEAR 1
2029	Glenbrook Dr	1,880	10	Crack FILL	\$394.80	YEAR 1
2031	Glenbrook Dr	813	6	Crack FILL	\$170.80	YEAR 1
2027	Glenbrook Dr	845	10	Crack FILL	\$177.52	YEAR 1
2033	Glenbrook Dr	720	6	Crack FILL	\$151.20	YEAR 1
2023	Glenbrook Dr	1,637	6	Crack FILL	\$343.84	YEAR 1
2019	Glenbrook Dr	920	6	Crack FILL	\$193.20	YEAR 1
2068	Laurelwood Dr	2,051	6	Crack FILL	\$430.64	YEAR 1
2071	Laurelwood Dr	5,149	10	Crack FILL	\$1,081.36	YEAR 1
2072	Laurelwood Dr	2,264	10	Crack FILL	\$475.44	YEAR 1
2090	Meadow Mountain Dr	1,904	6	Crack FILL	\$399.84	YEAR 1
2111	Mountain Ash Dr	2,341	10	Crack FILL	\$491.68	YEAR 1
2112	Mountain Ash Dr	2,397	10	Crack FILL	\$503.44	YEAR 1
2114	Mountain Dr	587	6	Crack FILL	\$123.20	YEAR 1
2113	Mountain Dr	790	6	Crack FILL	\$165.90	YEAR 1
2176	Pinon Dr	693	12	Crack FILL	\$145.60	YEAR 1
2195	Red Ash Dr	1,115	6	Crack FILL	\$234.08	YEAR 1

2241	Shenandoah Dr	2,440	6	Crack FILL	\$512.40	YEAR 1
2242	Shenandoah Dr	995	6	Crack FILL	\$208.88	YEAR 1
2246	Shenandoah Dr	1,264	6	Crack FILL	\$265.44	YEAR 1
2247	Shenandoah Dr	2,880	6	Crack FILL	\$604.80	YEAR 1
2243	Shenandoah Dr	445	8	Crack FILL	\$93.52	YEAR 1
2244	Shenandoah Dr	2,000	6	Crack FILL	\$420.00	YEAR 1
2262	Snow Bank Dr	552	10	Crack FILL	\$115.92	YEAR 1
2261	Snow Bank Dr	1,693	10	Crack FILL	\$355.60	YEAR 1
2263	Snowflake Dr	2,203	6	Crack FILL	\$462.56	YEAR 1
2332	Willow Dr	1,520	6	Crack FILL	\$319.20	YEAR 1
2347	Winterhaven Dr	1,989	10	Crack FILL	\$417.76	YEAR 1
2350	Winterhaven Dr	1,781	6	Crack FILL	\$374.08	YEAR 1
2351	Winterhaven Dr	2,667	10	Crack FILL	\$560.00	YEAR 1
					Year 1	\$18,200.98

**AGENDA ITEM SUMMARY**

DATE: 4/16/12 DEPARTMENT: PW - Water DEPT. HEAD SIGNATURE: 

**SUBJECT:** Agreement with SPF Water Engineering to provide engineering services for the installation of streamflow measuring devices in Indian Creek in accordance with our water rights agreement

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

**BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:**

The City of Hailey has agreed with the Indian Creek Ranch Owners Association to install two streamflow measuring devices in accordance with our water rights agreement by the end of the irrigation season this year. SPF Water Engineering has submitted the attached proposal for this work. SPF has been our water system consultant for several years, is familiar with our water radio control system and was a participant in the water rights agreement with Indian Creek Owners. Jim Zarubica will be working with SPF on this project.

**FISCAL IMPACT / PROJECT FINANCIAL ANALYSIS:** Caselle # \_\_\_\_\_  
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)

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

**RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD:**

Motion to approve the agreement with SPF Water Engineering to perform engineering services for the installation of streamflow measuring devices in Indian Creek for a not to exceed cost of \$10,000 and authorize the mayor to sign.

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

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

**CITY OF HAILEY  
RESOLUTION NO. 2012-25**

**RESOLUTION OF THE CITY COUNCIL FOR THE CITY OF HAILEY  
AUTHORIZING THE EXECUTION OF CONTRACT FOR MEASURING DEVICE  
INSTALLATION AGREEMENT WITH SPF WATER ENGINEERING, FOR  
INSTALLATION OF INSTANTANEOUS FLOW MEASURING DEVICES IN INDIAN  
CREEK PURSUANT TO AN AGREEMENT MADE WITH INDIAN CREEK  
HOMEOWNER'S ASSOCIATION (ICROA)**

WHEREAS, the City of Hailey desires to enter into an agreement with SPF WATER ENGINEERING under which SPF WATER ENGINEERING will perform and be responsible for installation of instantaneous flow measuring devices in indian creek pursuant to an agreement made with indian creek homeowner's association (ICROA) and the City of Hailey.

WHEREAS, the City of Hailey and SPF WATER ENGINEERING 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 Measuring Device Installation Agreement between the City of Hailey and SPF WATER ENGINEERING and that the Mayor is authorized to execute the attached Agreement,

Passed this 16th day of April, 2012.

City of Hailey

\_\_\_\_\_  
Fritz X. Haemmerle, Mayor

ATTEST:

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



December 13, 2011

Tom Hellen, Public Works Director  
City of Hailey  
115 Main Street South, Suite H  
Hailey, ID 83333

Subject: Measuring Device Installation

Dear Tom:

SPF Water Engineering, LLC, is pleased to submit a proposal for installation of instantaneous flow measuring devices and data-loggers to measure and record flows in Indian Creek, near the City of Hailey, pursuant to an agreement made with Indian Creek Ranch Owner's Association (ICROA) dated November 30, 2011. Per the terms of the agreement, we understand the devices must be selected and installed no later than thirty (30) days following the end of the 2012 irrigation season and will coordinate with City staff to meet this important deadline.

#### **SCOPE OF WORK**

SPF is available to provide services related to selection, installation, and calibration of two measuring devices to be installed in Indian Creek.

**Task 1. Site Section and Permitting** SPF will conduct a field visit to meet with City staff and representatives of ICROA (if appropriate) to select two installation sites. One site will be located in the stream channel below the confluence of the artesian spring channel and Indian Creek in the NE1/4 SE1/4 of Section 22. The second measuring device will be located below Indian Creek Road and above the first downstream irrigation diversion in the NW1/4 NE1/4 of Section 27. SPF will provide a memo to the City confirming the location of the selected sites, and work with county, state and federal agencies to obtain the necessary permits required for installing the chosen equipment at the selected sites.

**Task 2. Selection of Devices** SPF will assist the City in selecting the best option(s) for instantaneous measurement and reporting of Indian Creek flows. SPF will review information for suggested measuring devices provided to ICROA by Idaho Water Engineering LLC, and prepare a list of suggested options for consideration by the City. The list of options will include the estimated cost of the devices, device type, potential

installation and maintenance costs, device durability, ease of connection to existing SCADA system, and other factors that may be specified by City staff.

**Task 3. Device Bidding and Installation Oversight (Optional)**

If a formal bidding process is required, SPF will prepare the bid package, including general conditions and project requirements. SPF will attend a pre-bid meeting and answer questions from potential bidders. Following project award, SPF will work with the selected contractor to complete the project.

**Task 4. Installation and Calibration** SPF will oversee installation of the selected measuring devices and associated equipment. This task will include coordinating with the selected contractor to establish equipment location and installation protocol. We anticipate being on site for one day during equipment installation. Upon successful installation, if there is any question regarding the accuracy of the installed devices, SPF will use current meters or other appropriate portable equipment to measure discharge and compare to measurements obtained with the installed equipment and provide calibration adjustments if needed.

**ESTIMATED COSTS**

SPF proposes to perform this work on a time and materials basis. A current hourly rate schedule is provided as Table 1. Direct costs (travel, photocopy, postage, etc.) are billed at actual cost plus 15%. Subcontract and laboratory costs can be billed directly where appropriate. Hourly rates are adjusted on an annual basis to reflect salary increases.

Our proposed budget is based on time and materials pricing with a not to exceed maximum of \$10,000 (\$7,500 excluding optional Task 3). The suggested cost for each task is shown in the table below.

Task No.	Task Description	Estimated Cost
1	Site Selection and Permitting	\$3,000
2	Measurement Device Selection	\$2,000
3	Bidding and Contractor Selection (Optional)	\$2,500
4	Installation Oversight and Calibration	\$2,500

**AGREEMENT**

If this proposal meets with your approval, it may serve as the basis for agreement, in conjunction with the attached schedule of fees and conditions, by affixing a signature in the space provided below. This signature will be considered as a notice to proceed with a budget upper limit of \$10,000. We will let you know when we are approaching the budget limit, and then if additional tasks are required, the City can authorize additional budget.

Please return one signed original to my office. We look forward to working with you on this project.

Respectfully submitted,

Accepted By:

**SPF WATER ENGINEERING, LLC**

**CITY OF HAILEY**

By   
Cathy Cooper, P.E.  
Manager

By \_\_\_\_\_  
Title \_\_\_\_\_  
Date \_\_\_\_\_

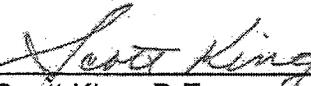
By   
Scott King, P.E.  
Supervising Engineer

TABLE 1 - SPF WATER ENGINEERING, LLC SCHEDULE OF HOURLY BILLING RATES		
Personnel	Title	2011 Billing Rate
Terry Scanlan, P.E., P.G.	Principal Engineer/Hydrogeologist	\$150
Christian Petrich, Ph.D., P.E., P.G.	Principal Engineer/Hydrologist	\$145
Cathy Cooper, P.E.	Principal Engineer	\$135
Scott King, P.E.	Supervising Engineer	\$129
Eric Landsberg, P.E.	Project Manager	\$129
Bob Hardgrove, P.E.	Project Manager	\$129
Stuart Hurley, P.E.	Project Manager	\$129
Brian Wilkinson, P.E.	Senior Project Engineer	\$108
Roxanne Brown	Senior Water Right Specialist	\$98
Lori Graves	Water Right Specialist	\$87
Marci Pape, P.E.	Project Engineer	\$87
Jason Thompson, P.E.	Project Engineer	\$94
Jesse Herndon, P.E.	Project Engineer	\$92
Lance Dennis, P.E.	Project Engineer	\$88
Steve Bennett	Designer I	\$85
Crane Drafting	Designer II	\$80
Erik Boe, EIT	Associate Engineer	\$75
Julie Romano	Bookkeeping	\$65
Crystal Jensen	Administrative Support	\$57

Note: Hourly billing rates will be adjusted on January 1<sup>st</sup> each year.

## SCHEDULE OF FEES AND CONDITIONS

### SPF WATER ENGINEERING, LLC (SPF)

#### A. FEES AND PAYMENT

1. The fee for services will be based on SPF's standard hourly rates (including labor cost, overhead, and profit). Non-salary expenses directly attributable to the project, such as: (1) living and traveling expenses of employees when away from the home office on business connected with the project; (2) identifiable reproduction costs applicable to the work; and (3) outside services will be charged at actual cost plus 15% service charge to cover overhead and administration. Hourly rates are adjusted on an annual basis.
2. Payment shall be due within 30 days after date of monthly invoice describing the work performed and expenses incurred during the preceding month.
3. OWNER agrees that timely payment is a material term of this Agreement and that failure to make timely payment as agreed constitutes a breach hereof. In the event payment for services rendered has not been made within 60 days from the date of invoice, SPF may, after giving 7 days written notice to OWNER, and without penalty or liability of any nature, and without waiving any claim against OWNER, suspend all work on all authorized services as set forth herein. Upon receipt of payment in full for services rendered, plus interest charges, SPF will continue with all services not inconsistent with Article C.4 herein. Payment of all compensation due SPF pursuant to this Agreement shall be a condition precedent to OWNER using any of SPF's professional services work products furnished under this Agreement.
4. In order to defray carrying charges resulting from delayed payments, simple interest at the rate of 18% per annum (but not exceeding the maximum rate allowed by law) will be added to the unpaid balance of each invoice. The interest period shall commence 30 days after date of original invoice, and shall terminate upon date of payment. Payments will be first credited to interest and then to principal. No interest charge will be added during the initial 30-day period following date of invoice.

B. **COMMENCEMENT OF WORK.** The work will be commenced immediately upon receipt of written notice to proceed. If after commencement of work the project is delayed for any reason beyond the control of SPF for more than 60 days, the price and schedule for services under this Agreement are subject to revision. Subsequent modifications shall be in writing and signed by the parties to this Agreement.

#### C. MISCELLANEOUS PROVISIONS

##### 1. INSURANCE/INDEMNIFICATION/LIMITATION OF LIABILITY

- (a) SPF will maintain statutory limits of insurance coverage for Workers' Compensation and Employer's Liability Insurance as well as Professional Liability, General Liability and Automobile Liability Insurance and will name Owner as an additional insured on the Professional Liability, General Liability and Automobile Liability Insurance policies if specifically requested in writing.
- (b) SPF asserts that it is skilled in the professional calling necessary to the services and duties proposed to be performed, and that it shall perform such services and duties in conformance to and consistent with the standards generally recognized as being employed by professionals of SPF's caliber in the same locality, and to that end SPF agrees to indemnify and hold harmless Owner, its officers, and employees from and against claims, suits, loss, damages, costs, and expenses arising out of or resulting from the negligent acts, errors, or omissions of SPF, its officers, employees or agents in the performance of its services and duties hereunder, but not from the negligence or willful misconduct of Owner, its officers, and employees. However in no event shall SPF be liable for any special, indirect, or consequential damages as a result of its performance of the services hereunder. The total aggregate of SPF's liability to all parties related to this Agreement shall not exceed \$50,000, or the amount of SPF's fee, whichever is less.
- (c) Owner hereby understands and agrees that SPF has not created nor contributed to the creation or existence of any or all types of hazardous or toxic wastes, materials, chemical compounds, or substances, or any other type of environmental hazard or pollution, whether latent or patent, at Owner's premises, or in connection with or related to this project with respect to which SPF has been retained to provide professional engineering services. The compensation to be paid SPF for said professional engineering services is in no way commensurate with, and has not been calculated with reference to, the potential risk of injury or loss which may be caused by the exposure of persons or property to such substances or conditions. Therefore, to the fullest extent permitted by law, Owner agrees to defend, indemnify, and hold SPF, its officers, directors, employees, and consultants, harmless from and against any and all claims, damages, and expenses, whether direct, indirect, or consequential, including but not limited to, attorney's fees and court costs, arising out of, or resulting from the discharge, escape, release, or saturation of smoke, vapors, soot, fumes, acid, alkalies, toxic chemicals, liquids, gases, or any other materials, irritants, contaminants, or pollutants in or into the atmosphere, or on, onto, upon, in, or into the surface or subsurface of soil, water, or watercourses, objects, or any tangible or intangible matter, whether sudden or not.

- (d) Nothing contained within this Agreement shall be construed or interpreted as requiring SPF to assume the status of a generator, storer, transporter, treater, or disposal facility as those terms appear within the Resource Conservation and Recovery Act, 42 USCA, §6901 et seq., as amended, or within any state statute governing the generation, treatment, storage, and disposal of waste. Further, the contents of this Agreement shall not be construed or interpreted as requiring SPF to arrange for the transportation, treatment, or disposal of hazardous substances, as described in the Comprehensive Environmental Response, Compensation, and Liability Act, 42 USCA §9601, et seq., as amended.
- (e) Notwithstanding any provisions in this Agreement to the contrary, if this project involves construction, as that term is generally understood, and SPF does not provide engineering services during construction, including but not limited to, on-site monitoring, site visits, shop drawing review, and design clarifications, Owner agrees to defend, indemnify, and hold SPF, its consultants, agents, and employees harmless from any and all liability arising out of the construction.
- (f) SPF shall not be liable for damages arising out of or resulting from the actions or inaction of governmental agencies, including but not limited to, permit processing, environmental impact reports, dedications, general plans and amendments thereto, zoning matters, annexations or consolidations, use or conditional use permits, and building permits. Owner agrees to defend, indemnify, and hold SPF, its consultants, agents, and employees harmless from any and all liability, other than that caused by the negligent acts, errors, or omissions of SPF, arising out of or resulting from the same.
- (g) Notwithstanding other terms of this Agreement to the contrary, SPF makes no warranty, whether express or implied, as to the actual capacity or drawdown of any proposed water well(s), or the quality or temperature of ground water, if any, which may be produced by any water well(s) to be drilled and developed pursuant to this Agreement. Owner understands and agrees that SPF's responsibility under this Agreement is to apply its hydrogeology expertise, and to exercise the usual standard of care in the engineering profession to develop what ground water may reasonably exist, and may be economically feasible to use, beneath the proposed site(s).

## 2. DOCUMENTS

- (a) All tracings, survey notes, and other original documents, as instruments of service, are and shall remain the property of SPF, except where by law or precedent these documents become public property. Owner agrees to hold harmless, indemnify, and defend SPF, its consultants, agents, and employees against all damages, claims, expenses, and losses arising out of any reuse of the plans and specifications without the written authorization of SPF.
- (b) All computer programs, software, and other like data developed during the course of the project, unless specifically developed for Owner, are and shall remain the sole property of SPF.
- (c) SPF's liability to Owner for any computer programs, software products, or related data furnished hereunder is limited solely to the correction of residual errors, minor maintenance, or update(s) as agreed. SPF makes no warranties of any kind, including any implied warranty of merchantability or of fitness for any particular purpose, or against infringement, with respect to computer programs, software products, related data, technical information, or technical assistance provided by SPF under this Agreement. In no event shall SPF, its officers, agents, or employees be liable under or in connection with this Agreement under any theory of tort, contract, strict liability, negligence, or other legal or equitable theory for incidental or consequential damages relating to any computer programs, software products, or related data furnished hereunder.
- (d) Environmental Audit/Site Assessment report(s) are prepared for Owner's sole use. Owner agrees to defend, indemnify, and hold SPF, its consultants, agents, and employees harmless against all damages, claims, expenses, and losses arising out of or resulting from any reuse of the Environmental Audit/Site Assessment report(s) without the written authorization of SPF.

3. **TERMINATION OR ABANDONMENT.** If any portion of the work is terminated or abandoned by Owner, the provisions of this Schedule of Fees and Conditions in regard to compensation and payment shall apply insofar as possible to that portion of the work not terminated or abandoned. If said termination occurs prior to completion of any phase of the project, the fee for services performed during such phase shall be based on SPF's reasonable estimate of the portion of such phase completed prior to said termination, plus a reasonable amount to reimburse SPF for termination costs.

4. **WAIVER.** SPF's waiver of any term, condition, or covenant or breach of any term, condition, or covenant, shall not constitute a waiver of any other term, condition, or covenant, or the breach thereof.

5. **ENTIRE AGREEMENT.** This Agreement, and its attachments, contains the entire understanding between Owner and SPF relating to professional engineering services. Any prior or contemporaneous agreements, promises, negotiations, or representations not expressly set forth herein are of no effect. Subsequent modifications or amendments to this Agreement shall be in writing and signed by the parties to this Agreement.

6. **SUCCESSORS AND ASSIGNS.** All of the terms, conditions, and provisions hereof shall inure to the benefit of and be binding upon the parties hereto, and their respective successors and assigns, provided, however, that no assignment of this Agreement shall be made without written consent of the parties to this Agreement.
7. **CONSTRUCTION ESTIMATES.** Estimates of cost for the facilities considered and designed under this Agreement are prepared by SPF through exercise of its experience and judgement in applying presently available cost data, but it is recognized that SPF has no control over costs of labor and materials, or over the construction contractor's methods of determining prices, or over competitive bidding procedures, market conditions, and unknown field conditions so that SPF cannot and does not guarantee that proposals, bids, or the project construction costs will not vary from SPF's cost estimates.
8. **INJURY TO WORKERS.** It is understood and agreed that SPF's fee is based on SPF being named as an Additional Insured on construction contractor's insurance policy for Comprehensive General Liability and Builders All Risk Liability, and Owner agrees to insert into all contracts for construction between Owner and construction contractor(s) arising out of this design a provision requiring the construction contractor(s) to defend, indemnify, and hold harmless both Owner and SPF from any and all actions arising out of the construction project, including but not limited to, injury to or death of any worker on the job site, not caused by the sole negligence of Owner or SPF.
9. **SITE VISITS.** Visits to the construction site and observations made by SPF as part of services during construction under this Agreement shall not make SPF responsible for, nor relieve the construction contractor(s) of the obligation to conduct comprehensive monitoring of the work sufficient to ensure conformance with the intent of the Contract Documents, and shall not make SPF responsible for, nor relieve the construction contractor(s) of the full responsibility for all construction means, methods, techniques, sequences, and procedures necessary for coordinating and completing all portions of the work under the construction contract(s), and for all safety precautions incidental thereto. Such visits by SPF are not to be construed as part of the monitoring duties of the on-site monitoring personnel defined below.
10. **ON-SITE MONITORING.** When SPF provides on-site monitoring personnel as part of services during construction under this Agreement, the on-site monitoring personnel will make reasonable efforts to guard Owner against defects and deficiencies in the work of the contractor(s), and to help determine if the provisions of the Contract Documents are being fulfilled. Their day-to-day monitoring will not, however, cause SPF to be responsible for those duties and responsibilities which belong to the construction contractor(s), including but not limited to, full responsibility for the means, methods, techniques, sequences, and progress of construction, and the safety precautions incidental thereto, and for performing the construction work in accordance with the Contract Documents.
11. **SEVERABILITY.** If any provision of this Agreement is declared invalid, illegal, or incapable of being enforced by any court of competent jurisdiction, all of the remaining provisions of this Agreement shall nevertheless continue in full force and effect, and no provision shall be deemed dependent upon any other provision unless so expressed herein.
12. **IDAHO DEPARTMENT OF ENVIRONMENTAL QUALITY APPROVAL.** SPF will submit the required documents for the proposed facilities to the Idaho Department of Environmental Quality (IDEQ) for the appropriate reviews and approvals. Under no circumstances may construction begin on the proposed facilities prior to receipt of IDEQ's written approval of the reports, plans, and specifications for the proposed facilities. As professional engineers, SPF's employees are obligated to report to IDEQ any construction that begins prior to receipt of the appropriate approvals.

