

AGENDA ITEM SUMMARY

DATE: 05-06-2013 DEPARTMENT: Admin/CDD DEPT. HEAD SIGNATURE: HD/MA

SUBJECT:

Motion to authorize Council President to sign letter of support to Sustain Blaine for a grant application to Idaho Department of Commerce for Rural Idaho Economic Development Grant

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

BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:

See attached letter. Sustain Blaine has previously been successful in receiving funds through this grant program.

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: Grant funding assists Sustain Blaine in achieving its mission with less reliance on direct funding from area cities.

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 authorize Council President to sign letter of support to Sustain Blaine for a grant application to Idaho Department of Commerce for Rural Idaho Economic Development Grant

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)



RE: Rural Idaho Economic Development Professional Program Grant Application

May 6, 2013

To whom it may concern:

The City of Hailey supports SustainBlaine, Inc's activities in fostering economic development throughout our County. We participate as ex-officio board members and anticipate continued support of its current vision and mission for the foreseeable future.

Sustain Blaine, Inc. and its funding partners rely heavily upon grants to assist with the direct funding needs of the organization. We also partner by contributing in-kind support to the economic development efforts of the organization through City of Hailey staff involvement with Sustain Blaine, Inc.

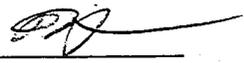
Hailey considers the funding requests of non-profits such as Sustain Blaine, Inc., during each year's budgeting process.

Sincerely,

Don Keirn

Hailey City Council President

AGENDA ITEM SUMMARY

DATE: 5/6/13 DEPARTMENT: PW - Streets DEPT. HEAD SIGNATURE: 

SUBJECT: Approval of Resolution 2013-34, authorizing contract with Sawtooth Construction Inc DBA Earthworks for the 2012 Safe Routes to School Grant for construction of the sidewalk and pedestrian crossing light on Elm St.

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

BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:

The 2012 SR2S Grant was received for \$65,852 for the construction of sidewalk from 1st Ave to the alley between Main St and River St. Bids were opened on April 4 from three contractors. Bids ranged from \$99,615.50 to \$104,789.01. The low bid was submitted by Sawtooth Construction and was approved by ITD for award.

This project will require a minimum of approximately \$34,000 from the capital fund to complete. In addition there are concerns expressed by the neighboring properties between Main St and 1st Ave about the final design. It is anticipated that an additional cost of between \$3,500 – 6,500 will be needed for additional asphalt paving to address their concerns.

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 Resolution 2013-____ authorizing contract with Sawtooth Construction Inc DBA Earthworks for the 2012 Safe Routes to School Grant project.

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 # _____

**CITY OF HAILEY
RESOLUTION NO. 2013-34**

**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 Sawtooth Construction Inc DBA Earthworks for the construction of the Safe Routes To School Project on Elm St.

WHEREAS, the City of Hailey and Sawtooth Construction Inc DBA Earthworks 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 Sawtooth Construction Inc DBA Earthworks and that the Council President is authorized to execute the attached Agreement,

Passed this 6th day of May, 2013.

City of Hailey

Don Keim, Council President

ATTEST:

Mary Cone, City Clerk

NOTICE TO PROCEED

Dated _____

TO: Sawtooth Construction, Inc DBA Earthworks
(CONTRACTOR)

ADDRESS¹: P O Box 41
Ketchum, ID 83340

Contract: SR2S KN12415 Elm St. Sidewalk & SH75 RRFB-2012 .
(Insert name of Contract as it appears in the Contract Documents)
Project: Elm Street Safe Routes To School

OWNER'S CONTRACT NO. _____

You are notified that the Contract Times under the above contract will commence to run on May 13, 2013. By that date, you are to start performing your obligations under the Contract Documents. In accordance with Article 4 of the Agreement the date of Substantial Completion is July 28, 2013 and the date of readiness for final payment is August, 28 2013.

Before you may start any Work at the Site, paragraph 2.05.C of the General Conditions provides that you and Owner must each deliver to the other (with copies to Engineer and other identified additional insureds) certificates of insurance which each is required to purchase and maintain in accordance with the Contract Documents.

Also, before you may start any Work at the Site, you must
(add other requirements)

Performance and Payment Bonds

(OWNER) CITY OF HAILEY

By: _____
(AUTHORIZED SIGNATURE) FRITZ HAEMMERLE

MAYOR
(TITLE)

Copy to ENGINEER

AGREEMENT

THIS AGREEMENT, dated this 6th day of May, 2013, by and between the City of Hailey, Idaho, a municipal corporation of the State of Idaho (hereinafter, "City") and Sawtooth Construction Inc DBA Earthworks, (hereinafter, "Contractor"):

WITNESSETH:

WHEREAS, pursuant to the invitation of the City, extended through an officially published "Advertisement for Bids", the Contractor did, in accordance therewith file with the City a proposal containing an offer which was invited by said notice; and

WHEREAS, the City has determined that said offer was the lowest qualified proposal submitted:

NOW THEREFORE, the parties to this Contract, in consideration of the mutual covenants and stipulations set out, agree as follows:

ARTICLE 1. CONTRACT DOCUMENTS

The Contract Documents which comprise the entire agreement between the City and the Contractor concerning the work to be performed are this Contract, pages one (1) through (82) and the following:

1. Advertisement for Bids;
2. Project Specifications titled: SR2S KNI2415 Elm St. Sidewalk & SH75 RRFB-2012
3. Bid/Proposal of the Contractor, dated April 4, 2013, to be physically attached to this Contract;
4. The Engineering Plans;
5. Performance and Payment Bonds and Insurance Certificates, to be physically attached to this Contract;
6. Change Orders, which may be delivered or issued after the effective date of this Agreement;
7. Addenda issued prior to opening of bids, to be physically attached to this contract;
8. Race/Gender Neutral DBE Special Provisions;
9. Buy America Provisions;
10. Required Contract Provisions, Federal-Aid Construction contracts; FHWA 1273
11. Davis Bacon Wage Determination

There are no Contract Documents other than those listed in Article 1. This Contract may only be amended by change order as provided in the General Conditions.

ARTICLE 2. WORK

The Contractor shall complete the entire work as specified, indicated and required under the Contract Documents.

ARTICLE 3. CONTRACT TIME/SUBSTANTIAL COMPLETION

The work to be performed pursuant to this Contract shall be substantially complete on or before 75 days from the date of the NOTICE TO PROCEED, unless adjustment of the contract time is made in accordance with the provisions of the Contract Documents. The Contractor shall begin work in conformance with the Contract Documents and shall complete the work prior to the date of completion.

**ARTICLE 4.
CONTRACT SUM**

The City shall pay the Contractor for completion of the Work in accordance with the Contract Documents in current funds the amount of Ninety-nine thousand six hundred sixteen and 50/100 DOLLARS (\$99,616.50). Said Contract Sum shall be paid in accordance with the Contract Documents.

**ARTICLE 5.
INDEPENDENT CONTRACTOR**

The parties warrant by their signature that no employer-employee relationship is established between the Contractor and the City by the terms of this contract. It is understood by the parties hereto that the Contractor is an independent contractor and as such neither it nor its employees, agents, representatives or subcontractors, if any, are employees of the City for purposes of tax, retirement system, or social security (FICA) withholding.

**ARTICLE 6.
SCOPE OF SERVICES**

The Contractor shall perform all services required by the Contract Documents. All work shall be completed in accordance with the specifications and plans established for this project.

**ARTICLE 7.
HOLD HARMLESS/INDEMNIFICATION**

In addition to other rights granted the City by the Contract Documents, the Contractor shall indemnify and save harmless the Engineer and the City, its officers and employees, from all suits, actions, or claims of any character brought because of any injuries or damages received or sustained by any person, persons, or property on account of the operations of the Contractor or his subcontractors; or on account of or in consequence of any neglect in safeguarding the work; or through use of unacceptable materials in constructing the work; or because of any act or omission, neglect, or misconduct of the Contractor or his subcontractors; or because of any claims or amounts recovered from any infringements of patent, trademark or copyright; or from any claims or amounts arising or recovered under the Workmen's Compensation Act or any other law, ordinance, order or decree.

**ARTICLE 8.
CONFLICT OF INTEREST**

The Contractor covenants that it presently has no interest and will not acquire any interest, direct or indirect, in the project which would conflict in any manner or degree with the performance of its services hereunder. The Contractor further covenants that, in performing this Contract, it will employ no person who has any such interest. Should any conflict of interest arise during the performance of this Contract, Contractor shall immediately disclose such conflict to the Project Engineer/Engineer and the City.

**ARTICLE 9.
ENTIRE AGREEMENT, MODIFICATION AND ASSIGNABILITY**

This Contract and the exhibits hereto contain the entire agreement between the parties, and no statements, promises, or inducements made by either party, or agents of either party are valid or binding unless contained herein. This contract may not be enlarged, modified or altered except upon written agreement signed by the parties hereto. The Contractor may not subcontract or assign its rights (including the right to compensation) or duties arising hereunder other than as contemplated by the Contract Documents, without the prior written consent and express authorization of the City of Hailey

**ARTICLE 10.
ADHERENCE TO LAW REQUIRED**

All applicable local, state and federal statutes and regulations are hereby made a part of this contract and shall be adhered to at all times. Violation of any of these statutes or regulations by the Contractor shall be deemed material and shall subject the Contractor to termination of this contract for cause. No pleas of misunderstanding or ignorance on the part of the Contractor will in any way serve to modify the provisions of this requirement. The Contractor and his surety shall indemnify and save harmless the City and its employees, agents and representatives against any claim or liability arising from or based on the violation of any such laws, codes, ordinances, or regulations, whether by himself, his employees, or his subcontractors.

**ARTICLE 11.
LEGAL FEES**

In the event either party incurs legal expenses to enforce the terms and conditions of this contract, the prevailing party is entitled to recover reasonable attorney's fees and other costs and expenses, whether the same are incurred with or without suit.

**ARTICLE 12.
SPECIAL WARRANTY**

The contractor/consultant warrants and takes the steps to verify that it does not knowingly hire or engage persons not authorized to work in the United States; and that any misrepresentation in this regard or any employment of person not authorized to work in the United States constitutes a material breach and shall be cause for the imposition of monetary penalties up to five percent (5%) of the contract price, per violation, and/or termination of its contract.

**ARTICLE 13.
COMMUNICATIONS**

Such communications as are required by this contract shall be satisfied by mailing or by personal delivery to the parties at the following address:

Contractor: Sawtooth Construction Inc DBA Earthworks
P O Box 41
Ketchum, ID 83340

City: City of Hailey
115 S. Main St.
Hailey, Idaho 83333

IN WITNESS WHEREOF, said Contractor and the City have caused this Contract to be executed on the day and year first above written.

Contractor:

City:

by: _____

Fritz Haemmerle, Mayor

ATTEST:

Mary Cone, City Clerk

Approved As To Form:

Ned Williamson, City Attorney

CONTRACTOR

ACKNOWLEDGMENT

On this _____ day of _____, 2013, before me, a Notary Public of the State of Idaho, personally appeared _____, in his official capacity as _____, known to me to be the person described in the above document and acknowledged to me he executed the same.

SEAL

Notary Public residing at _____
My Commission expires _____

CITY OF HAILEY

ACKNOWLEDGMENT

On this _____ day of _____, 2013, before me, a Notary Public of the State of Idaho, personally appeared _____, in his official capacity as _____, known to me to be the person described in the above document and acknowledged to me he executed the same.

SEAL

Notary Public residing at _____
My Commission expires _____

BID PROPOSAL

TO: Mayor and City Council
City of Hailey, Idaho

Date: April 4 - 13.

This proposal is submitted as an offer by the undersigned to enter into contract with the City of Hailey, Idaho as represented by the City Council, hereinafter referred to as the 'CITY' for SR2S KN12415 Elm St. Sidewalk & SH75 RRFB-2012, specified herein and which construction documents are on file with the City Engineer, 115 S. Main St. Hailey, ID 83333, and which are a condition hereof with the same force and effect as though they were attached hereto. The offer is conditioned on the following declarations as to the facts, intention and understanding of the undersigned and the agreement of the CITY to the terms and prices herein submitted.

1. All project specifications and drawings examined by the undersigned and their terms and conditions are hereby agreed to.
2. The undersigned certifies that he has received or made himself aware of any and all existing site conditions that may affect the proposed work.
3. It is understood that the contract drawings may be supplemented by additional drawings and specifications in explanation and elaboration of the contract drawings and it is agreed that such supplemental drawings, when not in conflict with those referred to in paragraph 1 above, will have the same force and effect as if attached hereto and that when received they will be considered a part of the contract.
4. The undersigned will furnish separate performance and payment bonds in the full amount of the contract price.
5. The cash, certified check, bid bond, or cashier's check accompanying this proposal shall be forfeited to the City of Hailey, Idaho to the extent of 5% of the amount bid if the undersigned shall fail or refuse to execute the contract, furnish performance and payment bonds, and insurance certificate as required by the specifications within the time limit therein after notification that the said proposal is accepted, all in accordance with the provisions of this proposal and the specifications.
6. The undersigned further agrees that the CITY shall have the right to accept or reject any bid deemed to be in the best interest of the City.
7. The undersigned agrees to order all necessary equipment and materials within a period of three (3) days after Notice to Proceed has been issued by the Engineer.
8. The undersigned, as a bidder, acknowledges that Addenda Number N/A through N/A. have been delivered to him and have been examined as part of the contract documents.
9. The undersigned agrees to complete all work embraced in the contract within the time limitations set forth in paragraph IB-13 of the Instruction to Bidders.
10. The undersigned agrees to obtain the appropriate Idaho Public Works license prior to contract award if not already licensed.
11. The undersigned proposes to use the following sub-contractors in the performance of meeting the contract requirements. Information herein must comply with Idaho Code Section 67-2310 and IB-16. License No.'s may be given as 'pending'.

Subcontractors	Trade Specialty	Idaho Public Works License No.	\$ Amount

- a. Kolman Concrete Inc. Concrete. #PWC-003802-C-V# 29,000
- b. Valley Paving. Asphalt #PWC-12316-U-2 10,000
- c. _____

12. The undersigned has included with the bid the following forms and information:

- a. Bid Schedule
- b. Bid Security
- c. Bidder's Non-Collusion Affidavit
- d. Bidder's Drug-Free Workplace Affidavit
- e. Bidder's Registration (DBE Related)

13. The undersigned proposes to furnish labor, materials, equipment and services of all kinds required for SR2S SR2S KN12415 Elm St. Sidewalk & SH75 RRFB-2012 as described in the specifications, including all appurtenant work, all as required by the specifications and this proposal for prices in accordance with the completed schedule contract prices as follows:

Project: City of Hailey, Idaho
 SR2S SR2S KN12415 Elm St. Sidewalk & SH75 RRFB-2012
 Federal Project No. A012(415)
 Key No. 12415

BID SCHEDULE

Item No.	Quantity Description	Unit & Unit	Price	Total Price
1.	Stripping and Grubbing Asphalt Removal	150 Square Yards	\$ <u>12⁰⁰</u> Per S.Y.	\$ <u>1,800⁰⁰</u>
2.	Stripping and Grubbing Concrete Removal	27 Square Yards	\$ <u>42⁰⁰</u> Per S.Y.	\$ <u>1,134⁰⁰</u>
3.	Excavation and Embankment	50 Cubic Yards	\$ <u>130⁰⁰</u> Per C.Y.	\$ <u>6,500⁰⁰</u>
4.	6" Vertical Curb & Gutter	167 Lineal Feet	\$ <u>33⁰⁰</u> Per L.F.	\$ <u>5,511⁰⁰</u>
5.	6" Vertical Curb (No Gutter)	265 Lineal Feet	\$ <u>25⁰⁰</u> Per L.F.	\$ <u>6,625⁰⁰</u>
6.	6' wide Concrete Sidewalk 4" depth	241 Square Yards	\$ <u>54⁵⁰</u> Per S.Y.	\$ <u>13,134⁵⁰</u>
7.	6' wide Concrete			

	Sidewalk 6" depth	46 Square Yards	\$ <u>70⁰⁰</u> Per S.Y.	\$ <u>3,220⁰⁰</u>
8.	Concrete Driveway Approach	2 Each	\$ <u>900⁰⁰</u> Per Each	\$ <u>1,800⁰⁰</u>
9.	Sawcut Asphalt	490 Linear Feet	\$ <u>2⁰⁰</u> Per L.F.	\$ <u>980⁰⁰</u>
10.	Sawcut Concrete	16 Linear Feet	\$ <u>10⁰⁰</u> Per L.F.	\$ <u>160⁰⁰</u>
11.	Asphalt Paving	442 Square Yards	\$ <u>24⁰⁰</u> Per S.Y.	\$ <u>10,608⁰⁰</u>
12.	¾" Leveling Course	1050 Square Yards	\$ <u>14⁰⁰</u> Per S.Y.	\$ <u>14,700⁰⁰</u>
13.	2" Minus Base Course	740 Square Yards	\$ <u>10⁰⁰</u> Per S.Y.	\$ <u>7,400⁰⁰</u>
14.	Landscape Repair	75 Square Yards	\$ <u>5⁰⁰</u> Per S.Y.	\$ <u>375⁰⁰</u>
15.	Remove & Reset Sign	2 Each	\$ <u>175⁰⁰</u> Per Each	\$ <u>350⁰⁰</u>
16.	Traffic Control	Lump Sum	\$ <u>500⁰⁰</u> Per L.S.	\$ <u>500⁰⁰</u>
17.	ADA Compliant Detectable Warning Insert	6 Each	\$ <u>165</u> Per Each	\$ <u>990⁰⁰</u>
18.	Adjust Manhole/Drywell Lid and Construct Collar	2 Each	\$ <u>250</u> Per Each	\$ <u>500⁰⁰</u>
19.	Catch Basin	3 Each	\$ <u>1,900</u> Per Each	\$ <u>5,700⁰⁰</u>
20.	Drywell	2 Each	\$ <u>1,150</u> Per Each	\$ <u>2,300⁰⁰</u>
21.	12" PE Storm Drain Pipe	73 Linear Feet	\$ <u>34⁰⁰</u> Per L.F.	\$ <u>2,482⁰⁰</u>
22.	Remove & Reset Irrigation Valve Box	2 Each	\$ <u>150⁰⁰</u> Per Each	\$ <u>300⁰⁰</u>
23.	Mobilization	Lump Sum	\$ <u>3,047⁰⁰</u> Per L.S.	\$ <u>3,047</u>
24.	Rectangular Rapid			

Flashing Beacon

Lump Sum

\$ 9,500⁰⁰
Per L.S.

\$ 9,500⁰⁰ EXHIBIT X

TOTAL BID

\$ 99,616⁵⁰

Sawboth Construction, Inc. DBA-EARTHWORKS

Firm Name of Bidder

box 41 Ketchum ID 83340

Mailing Address

T. H.

Signature of Bidder

PWC-C-17428-U-1-3-4

Public Works License No.

Estimator / Project Manager

Official Title

IDAHO

State of Incorporation if Incorporated

SEAL (if incorporated)

Dated at Bellevue, IDAHO This 4th day of April, 2013.

Document A310™ - 2010

Conforms with The American Institute of Architects AIA Document 310

Bid Bond

CONTRACTOR:

(Name, legal status and address)

Sawtooth Construction, Inc. dba Earthworks, LLC
P.O. Box 41
Ketchum, ID 83340

OWNER:

(Name, legal status and address)

City of Hailey
115 S. Main Street
Hailey, ID 83333

SURETY:

(Name, legal status and principal place of business)

Developers Surety and Indemnity Company
P. O. Box 19725
Irvine, CA 92623
Mailing Address for Notices
P.O. Box 19725
Irvine, CA 92623

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

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

BOND AMOUNT: \$ 5% Five Percent of Amount Bid

PROJECT:

(Name, location or address, and Project number, if any)

SR2S KN12415 Elm St Sidewalk SH75 RRFB-2012

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 1st day of April, 2013



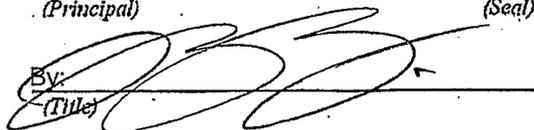
(Witness)



(Witness) Linda Miner

Sawtooth Construction, Inc. dba Earthworks, LLC

(Principal) (Seal)

By: 

(Title)

Developers Surety and Indemnity Company

(Surety) (Seal)

By: 

(Title) Brenda J. Smith Attorney-in-Fact

**POWER OF ATTORNEY FOR
DEVELOPERS SURETY AND INDEMNITY COMPANY
INDEMNITY COMPANY OF CALIFORNIA
PO Box 19725, IRVINE, CA 92623 (949) 263-3300**

KNOW ALL BY THESE PRESENTS that except as expressly limited, DEVELOPERS SURETY AND INDEMNITY COMPANY and INDEMNITY COMPANY OF CALIFORNIA, do each hereby make, constitute and appoint:

*** Jon M. Riche, Brenda J. Smith, Kelley A. Macpherson, Brittnee Earl, jointly or severally***

as their true and lawful Attorney(s)-in-Fact, to make, execute, deliver and acknowledge, for and on behalf of said corporations, as sureties, bonds, undertakings and contracts of suretyship giving and granting unto said Attorney(s)-in-Fact full power and authority to do and to perform every act necessary, requisite or proper to be done in connection therewith as each of said corporations could do, but reserving to each of said corporations full power of substitution and revocation, and all of the acts of said Attorney(s)-in-Fact, pursuant to these presents, are hereby ratified and confirmed.

This Power of Attorney is granted and is signed by facsimile under and by authority of the following resolutions adopted by the respective Boards of Directors of DEVELOPERS SURETY AND INDEMNITY COMPANY and INDEMNITY COMPANY OF CALIFORNIA, effective as of January 1st, 2008.

RESOLVED, that a combination of any two of the Chairman of the Board, the President, Executive Vice-President, Senior Vice-President or any Vice President of the corporations be, and that each of them hereby is, authorized to execute this Power of Attorney, qualifying the attorney(s) named in the Power of Attorney to execute, on behalf of the corporations, bonds, undertakings and contracts of suretyship; and that the Secretary or any Assistant Secretary of either of the corporations be, and each of them hereby is, authorized to attest the execution of any such Power of Attorney;

RESOLVED, FURTHER, that the signatures of such officers may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures shall be valid and binding upon the corporations when so affixed and in the future with respect to any bond, undertaking or contract of suretyship to which it is attached.

IN WITNESS WHEREOF, DEVELOPERS SURETY AND INDEMNITY COMPANY and INDEMNITY COMPANY OF CALIFORNIA have severally caused these presents to be signed by their respective officers and attested by their respective Secretary or Assistant Secretary this November 16, 2012.

By: *Daniel Young*
Daniel Young, Senior Vice-President

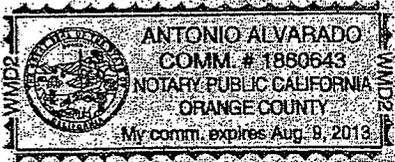
By: *Gregg N. Okura*
Gregg N. Okura, Vice-President

State of California
County of Orange



On November 16, 2012 before me, Antonio Alvarado, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Daniel Young and Gregg N. Okura
Name(s) of Signer(s)



Place Notary Seal Above

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature *Antonio Alvarado*
Antonio Alvarado, Notary Public

CERTIFICATE

The undersigned, as Secretary or Assistant Secretary of DEVELOPERS SURETY AND INDEMNITY COMPANY or INDEMNITY COMPANY OF CALIFORNIA, does hereby certify that the foregoing Power of Attorney remains in full force and has not been revoked and, furthermore, that the provisions of the resolutions of the respective Boards of Directors of said corporations set forth in the Power of Attorney are in force as of the date of this Certificate.

This Certificate is executed in the City of Irvine, California, this 1st day of April 2013.

By: *Mark J. Lansdon*
Mark J. Lansdon, Assistant Secretary

ID-1380(Rev.11/12)

BIDDER'S DRUG-FREE WORKPLACE AFFIDAVIT

CONTRACTOR'S AFFIDAVIT
CONCERNING ALCOHOL AND DRUG-FREE WORKPLACE

STATE OF IDAHO
COUNTY OF BLAINE

The undersigned being duly sworn upon oath, deposes and says that EARTHWORKS complies
(Contractor Name)
with the provision of Section 72-1717 Idaho Code (Drug Free Workplace program) that

EARTHWORKS provides a drug-free workplace program that complies with the provisions of
(Contractor Name)
Idaho Code, Title 72, Chapter 17 and will maintain such program throughout the life of a state

construction contract and that EARTHWORKS shall subcontract work only to subcontractors
(Contractor Name)
meeting the requirements of Idaho Code, Section 72-1717(1) (a).

EARTHWORKS

Name of Contractor

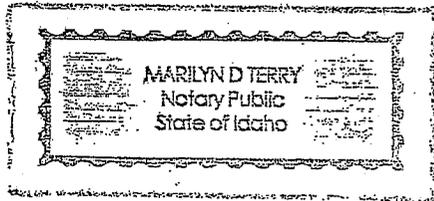
box 41

Address

Ketchum, Id 83340

By Tn L (TRAVIS NISSON)
(Signature)

Subscribed and sworn to before me this 4th day of April, 2013



Paula D Levy
Notary Public for IDAHO
Residing at Ketchum, ID
My Commission Expires 10-20-18

THIS PAGE MUST BE COMPLETED RETURNED WITH YOUR BID DOCUMENTS

Bidder's Registration



Disadvantaged Business Enterprise (DBE) Regulations as stated in 49 CFR 26.11(c) require the Idaho Transportation Department (ITD) to create and maintain a comprehensive bidders list, consisting of all firms who seek to work or are bidding on prime contracts and quoting/bidding subcontracts on federally-funded transportation projects. This includes all manufacturers and suppliers that provide materials being incorporated into the project. For every firm, we require the following information:

Firm Name Sawboth Construction, Inc		Doing Business As (if applicable) Earthworks.	
Contact Name Travis Nissan	Title Estimator	Phone Number 208/788-7639	
Firm Mailing Address box 41	City Ketchum	State ID	Zip Code 83340
E-Mail Address travis@earthworks.pro		Year Firm Was Established 2012	
Company Has Public Works License <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		Business is DBE-Certified by ITD <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	

Please Check Range of Annual Gross Receipts:

<input type="checkbox"/> \$,00 - \$499,999	<input type="checkbox"/> \$500,000 - \$999,000	<input type="checkbox"/> \$1,000,000 - \$4,999,999
<input checked="" type="checkbox"/> \$5,000,000 - \$9,999,999	<input type="checkbox"/> \$10,000,000 - \$14,999,999	<input type="checkbox"/> \$15,000,000 - \$19,999,999
<input type="checkbox"/> \$20,000,000 - \$29,999,999	<input type="checkbox"/> \$30,000,000 - \$39,999,999	<input type="checkbox"/> \$40,000,000 - Plus

Please Check Business Type

Please Check Business Ownership

<input checked="" type="checkbox"/> Contractor	<input type="checkbox"/> Manufacturer	This information is requested on a voluntary basis for statistical analysis.	
<input type="checkbox"/> Consultant	<input type="checkbox"/> Trucking	<input type="checkbox"/> Minority Male	<input checked="" type="checkbox"/> White Male
<input type="checkbox"/> Supplier	<input type="checkbox"/> Equipment Lease	<input type="checkbox"/> Minority Female	<input type="checkbox"/> White Female

Please Check Areas Where Company is Willing to Work

<input type="checkbox"/> ITD District 1: Benewah, Bonner, Boundary, Kootenai, Shoshone	<input type="checkbox"/> ITD District 2: Clearwater, Idaho, Latah, Lewis, Nez Perce
<input type="checkbox"/> ITD District 3: Ada, Adams, Boise, Canyon, Elmore, Gem, Owyhee, Payette, Valley, Washington	<input checked="" type="checkbox"/> ITD District 4: Blaine, Camas, Cassia, Gooding, Jerome, Lincoln, Minidoka, Twin Falls
<input type="checkbox"/> ITD District 5: Bannock, Bear Lake, Bingham, Caribou, Franklin, Oneida, Power	<input checked="" type="checkbox"/> ITD District 6: Bonneville, Butte, Clark, Custer, Fremont, Jefferson, Lemhi, Madison, Teton

ITD requires annual registration from all bidders.

If you have already registered as a bidder with ITD this year, please disregard this form. If you have not registered for this year, submittal of this registration is considered a condition of the pre-award requirements. For further information about the Bidder's List, call ITD's EEO Office at (208) 334-4442.

Submit completed form to:

Idaho Transportation Department
 EEO Office
 PO Box 7129
 Boise ID 83707-1129
 FAX (208) 332-4190

City of Hailey

115 MAIN STREET SOUTH, SUITE H
HAILEY, IDAHO 83333

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

April 9, 2013

Jack Shambaugh
Idaho Transportation Department
District 4
216 South Date Street
Shoshone, ID 83352-0820

RE: KN12415 SR2S Elm St sidewalk & SH75 RRFB – Bid Summary

Dear Jack:

Please find the attached copies of the three bids received for the above project. The original engineer's estimate (also attached) was for \$94,390.70 and the three bids ranged from \$99,616.50 to \$104,789.01. The lowest bid was approximately 5% more than the engineer's estimate.

The City Council will review the awarding of the contract, with ITD approval, to the lowest bidder, Earthworks LLC, on or before the May 6, 2013 Council meeting. Please let me know if you require additional information. Thank you for your assistance with this project.

Sincerely,

Jim Zarubica, PE, PG, CFM
Assistant City Engineer



IDAHO TRANSPORTATION DEPARTMENT

P.O. Box 7129
Boise ID 83707-1129

(208) 334-8000
itd.idaho.gov

April 9, 2013

Devin Rigby, P E
216 Date St
PO Box 2A
Shoshone, ID 83352

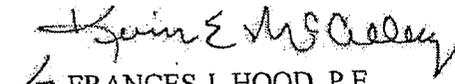
Idaho Federal Aid Project No. A012(415)
KN12415 SR2S Elm St Sidewalk & SH75 RRFB

Devin:

DMC has reviewed the bid documents and in accordance with the sponsor's proposal for award we concur with award to Earthworks LLC, for \$99,616.50; should the City of Hailey, City Council vote to accept that proposal.

If you wish to discuss this in greater detail, please contact this office.

Sincerely,


FRANCES J. HOOD, P.E.
Design/Materials/Construction Engineer

FJH:km

cc Jack Shambaugh D4
TP

AGENDA ITEM SUMMARY

DATE: 5/06/2013 DEPT.: Historic Preservation Commission / Admin DEPT. HEAD SIGNATURE: HD

SUBJECT:

Idaho State Historical Society
Idaho Certified Local Government Program
Grant Agreement for study of historical properties in Hailey

Motion to approve Resolution 2013-~~35~~³⁵ ratifying the Idaho State Historical Society Memorandum of Understanding for CLG Grant FY13 for \$2,500, with revised scope of work identified in the April 15, 2013 Project Description and Budget.

AUTHORITY: ID Code _____ IAR _____ City Ordinance/Code _____
(IFAPPLICABLE)

BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:

The Hailey Historic Preservation Commission has been awarded a grant from the State Historic Preservation Office for an Intensive Level Survey of both the Episcopal Church Thrift Store and the Community Baptist Church in Hailey. The Community Baptist Church is also interested in having an application to the National Registry of Historic Places completed on their behalf through the grant. Both activities are part of the scope of this grant.

The grant award is \$2,500. We have worked with the State Historical Society to adjust the grant application and budget to the wishes of both churches.

At this time, the HPC and city staff request ratification of Mayor Haemmerle's signature upon the Memorandum of Agreement and Assurances.

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

Matching funds for this project are in the Community Development Department Budget

ACKNOWLEDGEMENT BY OTHER AFFECTED CITY DEPARTMENTS: (IFAPPLICABLE)

___ 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-~~35~~ ratifying the Idaho State Historical Society Memorandum of Understanding for CLG Grant FY13 for \$2,500, with revised scope of work identified in the April 15, 2013 Project Description and Budget.

ACTION OF THE CITY COUNCIL:

Date _____
City Clerk _____

FOLLOW-UP:

*Ord./Res./Agmt./Order Originals: _____ *Additional/Exceptional Originals to: _____
Copies (all info.): _____ Copies _____
Instrument # _____

**CITY OF HAILEY
RESOLUTION NO. 2013-35**

**RESOLUTION OF THE CITY COUNCIL FOR THE CITY OF HAILEY
AUTHORIZING THE MEMORANDUM OF UNDERSTANDING WITH THE IDAHO
STATE HISTORICAL SOCIETY CERTIFIED LOCAL GOVERNMENT (CLG)
PROGRAM FOR A STUDY OF HISTORICAL PROPERTIES IN HAILEY**

WHEREAS, the City of Hailey desires to enter into a Memorandum of Understanding with Idaho State Historical Society under which the Idaho State Historical Society will provide grant funds matching \$2,500 of city funds spent towards two intensive level surveys on the Episcopal Thrift Store and the Baptist Church.

WHEREAS, the City of Hailey and the Idaho State Historical Society have agreed to the terms and conditions of the Memorandum of Understanding, 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 Memorandum of Understanding between the City of Hailey and the Idaho State Historical Society and that the Mayor is authorized to execute the attached Agreement,

Passed this 6th day of May, 2013.

City of Hailey

Don Keim, Council President

ATTEST:

Mary Cone, City Clerk

MEMORANDUM OF AGREEMENT

RECEIVED
APR 04 2013

BY: _____

THIS AGREEMENT between the Idaho State Historic Preservation Office, Idaho State Historical Society, by and through the State Historic Preservation Officer, and the city of Hailey hereinafter called the grantee, relates to a survey and planning project to be undertaken by the grantee, assisted with a matching grant-in-aid to support the National Register of Historic Places program in Idaho. The program was established by the National Historic Preservation Act of 1966, as amended, and is administered by the National Park Service, U.S. Department of the Interior.

The State Historical Society and the grantee agree as follows:

1. Application (Project Description and Budget)

The grantee shall carry out project work as specified in the Application and other attachments, which are hereby incorporated into and made part of this Memorandum of Agreement as Attachment A. The grantee shall carry out project work in accordance with the project "Budget," which is attached and hereby incorporated into and made part of this Memorandum of Agreement as Attachment B. Both parties agree that all funds used by the Idaho State Historical Society for this project shall be federal funds from the Historic Preservation Fund. No state funds are available to satisfy the terms of this agreement. Any major alteration, increases, or decreases in the Project Description or any changes in the Budget must be submitted in writing for review and approval to the State Historic Preservation Office at least 30 days in advance of the proposed effective date and in accordance with the requirements detailed in the project manual which is attached and hereby incorporated into and made part of this Memorandum of Agreement. The State Historic Preservation Office will respond in writing within 15 days.

Final products will be reviewed and evaluated in accordance with the Secretary of the Interior's Standards for Archaeology and Historic Preservation and the approved "Application." Products that do not meet these standards will be rejected and obligation for products established in the "Work Program" will be considered unfulfilled.

2. Period of Performance

All work carried out as part of this grant-assisted project shall be conducted between October 1, 2012 and the project completion date of August 30, 2013 but not until the grantee has received a signed Memorandum of Agreement. Any changes in the period of performance for this project must be approved in writing by the State Historic Preservation Office at least 30 days

prior to the project completion date.

A draft of any publication prepared as part of this project shall be submitted at least 30 days before the project completion date for review and approval by the State Historic Preservation Office. All publications and public information materials including audio visual and workshop materials, when applicable, must contain acknowledgment of National Park Service support and the nondiscrimination statement as identified in NPS-49 and the "CLG Grants Handbook".

3. Compensation

Compensation to the grantee shall be on a matching basis as outlined in the "Budget", subject to receipt of funds from the National Park Service and to successful completion of all project work activities. The State Historic Preservation Office agrees to pay the grantee up to **\$2,500** federal funds when received by the Society according to the Certified Local Government allocation system as outlined in the Certified Local Government Program. The grantee agrees to contribute donated services for a minimum total of **\$2,500** or 50% of eligible costs, whichever is less.

Payment will be made on the following schedule: The grantee may bill the State Historic Preservation Office after the completion and acceptance by the Society of each completed activity and federal and non-federal share supporting fiscal documentation. The Idaho State Historical Society will reimburse the federal share to the grantee upon the receipt of three copies of the reimbursement request if all completion materials and auditable records are approved. All reimbursements will be made for cash expenditures only. Reimbursement will be made when Historic Preservation Funds become available to the Idaho State Historical Society.

Final billing must also include a comparison of completed activities and budget to those in the approved application.

The grantee agrees to maintain all financial and administrative documents and records pertaining to the full life-cycle of the grant for a period of not less than three years after completion of the project.

4. Allowable Costs

Allowable costs are those costs that are documented to the satisfaction of the State Historic Preservation Office, that conform to the approved budget, and that are determined by the Historic Preservation Office to:

- a. meet federal requirements for the program;
 - b. be necessary and reasonable for the completion of project work;
 - c. have been incurred for project work during the period of the grant; and
 - d. meet the obligations outlined in the "Application".
- If the application is for acquisition or development of a National Register listed property:

a. a Preservation Agreement or Covenant will be executed prior to our concurrent with disbursement of grant funds. The active period for the agreement is based on the amount of federal funds involved and is defined in Chapter 5, Section B.12 and Chapter 6, Section E.8.f.12 of NPS-49.

b. a project sign acknowledging National Park Service assistance will be erected at the project site during the project's term or a copy of a written National Park Service waiver of this requirement.

c. for a development project, the architectural plans and specifications must be approved by the Society as being in conformance with the "Secretary of the Interior's Standards for the Treatment of Historic Properties".

d. a current appraisal by an appraiser meeting the professional qualifications in Chapter 6 of NPS-49 will be obtained prior to the acquisition of real property.

e. a statement of Just Compensation will be obtained from the seller of the property prior to the acquisition of real property with National Park Service grant assistance or matching share.

5. Procurement of Personnel and Services

The grantee agrees to comply with Office of Management and Budget Circular A-102 when soliciting supplies, equipment and other services. At a minimum all procurement transactions, regardless of whether by sealed bids or by negotiation, and without regard to dollar value, shall be consistent with OMB Circular A-102. Procurement procedures shall not restrict or eliminate competition. Written selection procedures shall provide, at a minimum, the following procedural requirements:

- a. Incorporate a clear and accurate description of the technical requirements for the material, product, or service to be procured. Such description shall not, in competitive procurements, contain features which unduly

restrict competition. The description may include a statement of the qualitative nature of the material, product, or service to be procured, and when necessary shall set forth those minimum essential characteristics and standards to which it must conform if it is to satisfy its intended use. Detailed product specifications should be avoided if at all possible. When it is impractical or uneconomical to make a clear and accurate description of the technical requirements, a "brand name or equal" description may be used as a means to define the performance or other salient requirements of a procurement. The specific features of the named brand which must be met by offerors shall be clearly stated.

- b. Clearly set forth all requirements which offerors must fulfill and all other factors to be used in evaluating bids or proposals, such as a deadline for completion of project work.
- c. Contract awards shall be made only to responsible contractors that possess the potential ability to perform successfully under the terms and conditions of the proposed procurement. Consideration shall be given to such matters as contractor integrity, compliance with public policy, record of past performance, and financial and technical resources.
- d. Contract awards shall not normally be made to a contractor or professional who has developed or has drafted bid specifications, requirements, a statement of work, an invitation for bids, and/or a request for proposals for a particular procurement. Only after formal advertising has not resulted in any acceptable bids may the grantee or subgrantee negotiate with any available contractor, including the contractor who produced the bid requirements.

Procurement shall be made by one of the following methods: (1) small purchase procedures; (2) competitive sealed bids (formal advertising); (3) competitive negotiation; (4) noncompetitive negotiation.

Evidence of competitive negotiation for professional services and/or formal advertising must be forwarded to the Historic Preservation Office to evidence compliance with federal procurement requirements prior to disbursement of funds.

6. **Project Supervision**

The grantee agrees to ensure that work performed by any project participant conforms to the Application and project schedule and is executed to the professional and scholarly standards required by the Historic Preservation Office.

7. Interim Reports and Requests for Reimbursement

The grantee will be required to submit interim fiscal and programmatic reports in compliance with those dates set forth in the Application. Fiscal and programmatic reports are also required on September 10, if the grant crosses the federal fiscal year. Reimbursement requests can be made for federal funds at the completion of the project. Fifteen days after the completion of the project, 100% of the federal grant award must be requested. The grantee shall contact the Historic Preservation Office immediately in writing if any situation should arise that will affect the timely or successful completion of this project.

The grantee shall indemnify, defend and save harmless the State of Idaho, and the Department, its officers, agents and employees from and against all liability, claims, damages, losses, expenses, actions and suits whatsoever, including injury or death of others or any employee of the contractor or subcontractor caused by or arising out of performance, act or omission of any term of this contract.

THIS AGREEMENT may be terminated short of conclusion upon 15 days written notice from either the State Historic Preservation Office or the grantee. Should this agreement be terminated by the State Historic Preservation Officer, except for reasons of non-compliance by the grantee, the Historic Preservation Office will reimburse the grantee for up to 100% of the eligible costs incurred up to the termination date. Should this agreement be terminated by the grantee, the State Historic Preservation Office, at the discretion of the State Historic Preservation Officer, may reimburse the grantee for up to 100% of the eligible costs incurred to the termination date or may require the grantee to return any or all federal funds transferred to the grantee by the terminating date, depending upon the circumstances of the termination.

THE PARTIES hereto mutually agree to perform this agreement in accordance with this agreement and its attachments. This agreement becomes effective upon signature by the parties below.

Janet Gallimore,
State Historic Preservation Officer

Date

Fred X. Beaman

4/17/13
Date

City of Hailey

ASSURANCES

The Participant hereby assures and certifies that it will comply with the regulations, policies, guidelines and requirements, including OMB Circulars (A-21, A-87, A-102, A-110, A-122, A-128, A-133) and the National Register Programs Guidelines (49) as they relate to the application, acceptance and use of federal funds for this federally-assisted project. Also the Participant assures and certifies to the grantor that:

1. It possesses legal authority to apply for the grant (and, as applicable, to finance and construct the proposed facilities); that a resolution, motion, or similar action has been duly adopted or passed as an official act of the Participant's governing body, authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the Participant to act in connection with the application and to provide such additional information as may be required. It has the institutional, managerial and financial capability (including funds sufficient to pay the non-federal share of project costs) to ensure proper planning, management and completion of the project described in this application.
2. It will establish safeguards to prohibit employees from using their positions for a purpose that is, or gives the appearance of, personal or organizational conflict of interest, motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties.
3. It will assist the federal grantor agency in its compliance with Section 106 of the National Historic Preservation Act of 1966 as amended (16 USC 470), Executive Order 11593, and the Archaeological and Historic Preservation Act of 1974 (16 USC 469a-1 et seq.) by (a) consulting with the State Historic Preservation Officer on the conduct of investigations, as necessary, to identify properties listed in or eligible for inclusion in the National Register of Historic Places that are subject to adverse effects (see 36 CFR Part 800.8) by the activity, or notifying the federal grantor agency of the existence of any such properties, and by (b) complying with all requirements established by the federal grantor agency to avoid or mitigate adverse effects upon such properties.
4. It will give the awarding agency, the Comptroller General of the United States, and if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
5. It will comply with all federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§ 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§ 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. § 3601 et seq.), as amended, relating to non-discrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.

D1-1350 The Participant/Applicant certifies that, as a condition to receiving any federal financial assistance from the Department of the Interior, it will comply with all federal laws relating to nondiscrimination. These laws include but are not limited to: (a) Title VI of Civil Rights Act of 1964 (42 U.S.C. 2000d-1), which prohibits discrimination on the basis of race, color, or national origin; (b) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), which prohibits discrimination on the basis of handicap; (c) the Age Discrimination Act of 1975, as amended (42 U.S.C. 6101 et seq.); which prohibits discrimination on the basis of age; and applicable regulatory requirements to the end that no person in the United States shall, on the grounds of race, color, national origin, handicap or age, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity conducted by the applicant. THE APPLICANT HEREBY GIVES ASSURANCE THAT it will immediately take any measures necessary to effectuate this agreement.

THIS ASSURANCE shall apply to all aspects of the applicant's operation including those parts that have not received or benefited from federal financial assistance.

If any real property or structure thereon is provided or improved with the aid of federal financial assistance extended to the Applicant by the Department, this assurance shall obligate the Applicant, or in the case of any transfer of such property, any transferee, for the period during which the real property or structure is used for a purpose for which the federal financial assistance is extended or for another purpose involving the provision of similar services or benefits. If any personal property is so provided, this assurance shall obligate the Applicant for the period during which it retains ownership or possession of the property. In all other cases, this assurance shall obligate the Applicant for the period during which the federal financial assistance is extended to it by the Department.

THIS ASSURANCE is given in consideration of and for the purpose of obtaining any and all federal grants, loans, contracts, property, discounts or other federal financial assistance extended after the date hereof to the Applicant by the Department, including installment payments after such date on account of applicants for federal financial assistance which were approved before such date.

The Applicant recognizes and agrees that such federal financial assistance will be extended in reliance on the representations and agreements made in this assurance, and that the United States shall have the right to seek judicial enforcement of this assurance. This assurance is binding on the Applicant; its successors, transferees, assignees, and subrecipients and the person whose signature appears below who is authorized to sign this assurance on behalf of the Applicant.

6. It will cause work on the project to be commenced within a reasonable time after receipt of notification from the approving federal agency that funds have been approved and that the project will be prosecuted to completion with reasonable diligence.
7. 18 USC 1913. No part of the money appropriated by any enactment of Congress shall, in the absence of express authorization by Congress, will be used directly or indirectly to pay for any personal service, advertisement, telegram, telephone, letter, printed or written matter, or other device, intended or designed to influence in any manner a Member of Congress, to favor or oppose, by vote or otherwise, any legislation or appropriation by Congress, whether before or after the introduction of any bill or resolution proposing such legislation or appropriation; but this shall not prevent officers or employees of the United States or of its departments or agencies from communicating to Members of Congress on the request of any Member of Congress, through the proper official channels, requests for legislation or appropriations which they deem necessary for the efficient conduct of the public business.

Whoever, being an officer or employee of the United States or of any department or agency

thereof, violates or attempts to violate this section, shall be fined not more than \$500 or imprisoned not more than one year, or both; and after notice and hearing by the superior officer vested with the power of removing him, shall be removed from office or employment. (June 25, 1948, ch. 645, 62 Stat. 792.)

8. It will ensure all activities will comply with the Department of the Interior Standards for Preservation Planning, Identification, Evaluation, Registration, Historical Documentation, Architectural and Engineering, Archaeological Documentation, Treatment for Historic Preservation Projects, and Professional Qualifications.
9. DI 1953, Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion. Lower Tier Cover Transactions.

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 43 CFR Part 12, Section 12.5.10, Participants' responsibilities. The regulations were published as Part VII of the May 26, 1988 Federal Register (pages 19160-19211). Copies of the regulations are included in the proposal package. For further assistance in obtaining a copy of the regulations, contact the U.S. Department of the Interior, Acquisition and Assistance Division, Office of Acquisition and Property Management, 18th and C Streets, N.W., Washington, D.C. 20240.

- (1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
 - (2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.
10. It will cause to be performed the required financial and compliance audits in accordance with the single Audit Act of 1984.
 11. It will comply with all applicable requirements of all other federal laws, executive orders, regulations and policies governing this program.
 12. It will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of federal or federally assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of federal participation in purchases.
 13. It will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
 14. It will comply with the provisions of: Executive Order 11296, relating to evaluation of flood hazards, and Executive Order 11288, relating to the prevention, control, and abatement of water pollution.
 15. It will operate and maintain the facility in accordance with the minimum standards as may be required or prescribed by the applicable federal, State, or local agencies for the maintenance and operation of such facilities.
 16. It will not dispose of, modify the use of, or change the terms of the real property title, or other interest in the site and facilities without permission and instructions from the awarding agency.

Will record the federal interest in the title of real property in accordance with awarding agency directives and will include a covenant in the title of real property acquired in whole or in part with federal assistance funds to assure nondiscrimination during the useful life of the project.

17. It will require the facility to be designed to comply with the "American Standard Specifications for Making Buildings and Facilities Accessible to, and Usable by, the Physically Handicapped," Number A117.1-1961, as modified (41 CFR 101.17.703). The Participant will be responsible for conducting inspections to ensure compliance with these specifications by the contractor.
18. It will obtain approval by the appropriate federal agency of the final working drawings and specifications before the project is advertised or placed on the market for bidding; that it will construct the project, or cause it to be constructed, to final completion in accordance with the application and approved plans and specifications; that it will submit to the appropriate federal agency for prior approval changes that alter the costs of the project, use of space, or functional layout; that it will not enter into a construction contract(s) for the project or undertake other activities until the conditions of the construction grant program(s) have been met.
19. It will provide and maintain competent and adequate engineering supervision and inspection at the construction site to ensure that the complete work conforms with the approved plans and specifications and will furnish progress reports and such other information as may be required by the assistance awarding agency or State.
20. It will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. ' ' 4801 et seq.) which prohibits the use of lead based paint in construction or rehabilitation of residential structures.
21. It will comply with the minimum wage and maximum hours provisions of the federal Fair Labor Standards Act, as they apply to hospital and educational institution employees of State and local governments.
22. In accordance with E.O. 11755, it will ensure no person undergoing a sentence of imprisonment at hard labor shall be employed on a Historic Preservation Fund assisted grant work. Labor performed by state prisoners who are on work release, parole, or probation does not fall under this prohibition.
23. It will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. ' ' 4728-4763) relating to prescribed standards for merit systems for programs funded under one of the nineteen statutes or regulations specified in Appendix A of OMB's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
24. It will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. ' ' 276a to 276a-7), the Copeland Act (40 U.S.C. ' ' 276c and 18 U.S.C. ' ' 874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. ' ' 327-333), regarding labor standards for federally assisted construction subagreements.
25. It will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in flood plains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. ' ' 1451 et. seq.); (f) conformity of federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. ' ' 7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking

Water Act of 1974, as amended, (P.L. 93-523); and (h) protection of endangered species under the Endangered Species Act of 1973, as amended, (P.L. 93-205).

26. Environmental Certification: Based upon a review of the application, proposal narrative, and the supporting documentation contained in the application, it has been determined that the proposed HPF project described in this notification meets the criteria for categorical exclusion listed in the National Register Program Manual NPS 49, Chapter 11, page 2, 4a, numbers 1,3,6,7, and 11.
27. It will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. 1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
28. It will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
29. It will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. 2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.
30. It will indemnify, defend and save harmless the State of Idaho, and the Idaho State Historical Society, its officers, agents and employees from and against all liability, claims, damages, losses, expenses, actions and suits whatsoever, including injury or death of others or any employee of the contractor or subcontractor caused by or arising out of performance, act or omission of any term of this contract.
31. In accordance with National Park Service requirements, it agrees that repayment will be made if terms and conditions of this agreement are not followed or if costs claimed are disallowed following audit.
32. It will obtain federal, state, and local permits and permission to conduct the project from all appropriate agencies, departments, and owners before the project begins. This may include, but is not limited to, obtaining permission from private property owners to access the property, research permits from involved federal agencies to conduct archaeological investigation on federal land, and a permit from the Idaho State Historical Society to conduct archaeological excavation on state land.
33. It will meet the requirements of Idaho Public Records Law I.C. § 9-3-340E (Exemptions from Disclosure - Archaeological, Endangered Species, Libraries, Licensing Exams). In relevant part, this section exempts from public disclosure records, maps or other records identifying the location of archaeological or geophysical sites, if those sites are not already known to the general public.
34. It agrees that this project will comply with all of the above assurances that the State Historic Preservation Office must provide to the Department of the Interior. The Participant acknowledges and agrees to perform under this agreement as an independent contractor and not as an employee of the State of Idaho, and as such is solely responsible for his or her acts or that of his or her employees, servants, agents, or assigns in carrying out the obligations hereof. The Participant further agrees that he or she is solely responsible for all taxes (federal, state, or local) including unemployment, social security, or payroll taxes to which activities under this agreement may be subject.



Hailey City

Date

4/17/03

A. PROJECT DESCRIPTION

Intensive Level Historical Surveys Community Baptist Church and Assay Office/Episcopal Thrift Store

1. Project Staff

Project Manager

Heather Dawson
Hailey City Administrator
115 Main St. S, Suite H
Hailey, ID 83333
(208) 788-9654
heather.dawson@haileycityhall.org

Grant Administrator

Shellie Rubel
City of Hailey
115 Main St. S, Suite H
Hailey, ID 83333
(208) 788-4221, ext. 26
shellie.rubel@haileycityhall.org

Ms. Dawson will be the overall lead for implementation of the project, and will be working closely with Joan Davies, who is currently an active Hailey Historic Preservation Commissioner for the City of Hailey. Ms. Dawson and Ms. Davis will work in consultation with Rob Lonning, former Chair of the Hailey Historic Preservation Commission. Mr. Lonning has nearly forty years of experience as an educator and has been involved with the Hailey Historic Preservation Commission (HPC) since its inception. During his tenure as chair of the HPC three historic buildings in Hailey have been added to the National Register of Historic Places and in 2009 he was co-director of a successful State Historic Records Advisory Board (SHRAB) grant that resulted in the digitization and uploading to the World Wide Web of the historic Martyn Mallory Photographic Collection.

Ms. Dawson will manage all administrative aspects of the grant and will support the project manager with project implementation. She will rely on the services of Ms. Rubel or financial reports pertaining to the grant.

Résumés for Ms. Dawson and Mr. Lonning are included in this application.

2. Goals and Objectives

The HPC will seek the services of a qualified historian or architectural historian, through a formal solicitation process, to prepare the Intensive Level Survey for the Community Baptist Church located at 202 2nd Ave. South in Hailey, Idaho and the Assay Office/Episcopal Thrift Store located at 19 East Bullion Street in Hailey, Idaho. Both properties are likely eligible under Criterion A, Exploration and Settlement and Criterion C, Architecture. If sufficient budget allows, a second phase of the work may be launched to prepare nomination forms for the National Registry of Historic Places. That work description is shown under the original grant application, attached.

The HPC will provide review and approval of the project throughout its implementation.



3. Identification of Final Products

The final products of the project (for each site) consist of the following:

- Three (3) copies of the Intensive Level Survey form and photos of the property (one each for SHPO, Hailey HPC and the property owner; SHPO should receive a hard copy and an electronic copy)
- One (1) set of digital images (preferred) or slides for use by SHPO
- One (1) original USGS topographic map

4. Meets Secretary of Interior's Standards

The project deliverables will meet the Secretary of the Interior's Standards and the requirements of the State Historic Preservation, Idaho State Historical Society. The requirements can be found in "Architectural and Historic Sites Survey and Inventory: Idaho Historic Sites Inventory (IHSI) Requirements and Standards for Documentation."

5. Timetable for Completion of Project and Submission of Reports

April 2, 2013.....SHPO notification of award
April 15, 2013.....Hailey submits revised budget and project description to SHPO
June 1, 2013.....Request for quotes issued / historian or architectural historian
June 3, 2013.....Consultant contract finalized; begins work
July 15, 2013.....Drafts submitted to SHPO¹
July 15, 2013.....Mid-project report submitted to SHPO
August 15, 2013.....Final product submitted to SHPO and Hailey for review and approval
August 31, 2011.....Project complete; submit billing and product to SHPO

6. Repository for Final Product

One copy of all final products will be housed with the City of Hailey. SHPO and the property owner will receive final products as outlined under Item 3, Identification of Final Products.

7. State Priority

None



Heather Dawson, Hailey City Administrator

April 15, 2012

Date



B. BUDGET

Intensive Level Surveys and

Potential National Registry of Historic Places Nomination

Community Baptist Church and Assay Office/Episcopal Thrift Store

	FEDERAL	MATCH
Professional Services		
Historian or Architectural Historian Research / Prepare Intensive Level Surveys	\$2,500	\$1,500
SUBTOTAL	2,500	1,500
Administration & In-Kind Support		
Project Manager 10 hours @ \$60/hour	0	600
Grant Administrator / Project Support 6 hours @ \$25/hour	0	150
SUBTOTAL		750
Project Support-Volunteer HPC Member 6 hours @ \$20/hour	0	120
Project Support-Former HPC Chair (Phd) 2 hours @ \$65/hour	0	130
SUBTOTAL	0	250
GRAND TOTAL	\$2,500	\$2,500

Non-Federal Share

Donor: Hailey Historic Preservation Commission and Volunteers
Source: Labor
Kind: In-Kind
Amount: \$250

Donor: Hailey City Staff
Source: Labor
Kind: Hailey General Fund
Amount: \$750

Total: \$1,000



April 15, 2013

Heather Dawson, Hailey City Administrator

Date



A. PROJECT DESCRIPTION

National Register of Historic Places Nominations Community Baptist Church and Assay Office/Episcopal Thrift Store

1. Project Staff

Project Manager

Rob Lonning
Hailey Historic Preservation Commission
115 Main St. S, Suite H
Hailey, ID 83333
(208) 788-9654
ralonning@mac.com

Grant Administrator

Tracy Anderson
City of Hailey
115 Main St. S, Suite H
Hailey, ID 83333
(208) 788-4221, ext. 26
tracy.anderson@haileycityhall.org

Mr. Lonning will be the overall lead for implementation of the project. He has nearly forty years of experience as an educator and has been involved with the Hailey Historic Preservation Commission (HPC) since its inception. During his tenure as chair of the HPC three historic buildings in Hailey have been added to the National Register of Historic Places and in 2009 he was co-director of a successful State Historic Records Advisory Board (SHRAB) grant that resulted in the digitization and uploading to the World Wide Web of the historic Martyn Mallory Photographic Collection.

Ms. Anderson will manage all administrative aspects of the grant and will support the project manager with project implementation. As Hailey's Grant Administrator, she has been responsible for the administration of more than a dozen federal and state grant projects in the last three years.

Résumés for Mr. Lonning and Ms. Anderson are included in this application.

2. Goals and Objectives

The HPC will seek the services of a qualified historian or architectural historian, through a formal solicitation process, to prepare the National Register of Historic Places nominations for the Community Baptist Church located at 202 2nd Ave. South in Hailey, Idaho and the Assay Office/Episcopal Thrift Store located at 19 East Bullion Street in Hailey, Idaho. Both properties are likely eligible under Criterion A, Exploration and Settlement and Criterion C, Architecture.

The HPC will provide review and approval of the project throughout its implementation.

3. Identification of Final Products

The final products of the project (for each site) consist of the following:

- One (1) digital copy of the nomination on form 10-900



1
Rec'd
9/28/12

- Four (4) sets of original black and white photographs properly identified (one copy each for the Keeper of the National Register, SHPO, Hailey HPC and the property owner)
- One (1) set of digital images (preferred) or slides for use by SHPO
- One (1) original USGS topographic map
- Three (3) copies of the Intensive Level Survey form and photos of the property (one each for SHPO, Hailey HPC and the property owner; SHPO should receive a hard copy and an electronic copy)

4. Meets Secretary of Interior's Standards

The project deliverables will meet the standards outlined in "Supplementary Manual for Completing National Register of Historic Places Nominations in Idaho" and the requirements outlined in the National Register Bulletin, "How To Complete the National Register Registration Form."

5. Timetable for Completion of Project and Submission of Reports

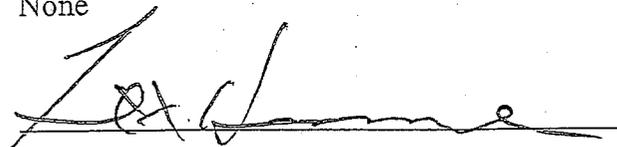
October 15, 2012 SHPO notification of award
 December 31, 2012 Hailey submits revised budget and project description to SHPO
 March 1, 2013 Request for quotes issued / historian or architectural historian
 May 1, 2013 Consultant contract finalized; begins work
 June 15, 2013 Drafts submitted to SHPO
 June 15, 2013 Mid-project report submitted to SHPO
 August 15, 2013 Final product submitted to SHPO and Hailey for review and approval
 August 31, 2011 Project complete; submit billing and product to SHPO

6. Repository for Final Product

One copy of all final products will be housed with the City of Hailey. SHPO, the Keeper of the National Register and the property owner will receive final products as outlined under Item 3, Identification of Final Products.

7. State Priority

None



Mayor Fritz Haemmerle.

September 24, 2012 _____

Date



B. BUDGET

National Register of Historic Places Nominations

Community Baptist Church and Assay Office/Episcopal Thrift Store

	FEDERAL	MATCH
Professional Services		
Historian or Architectural Historian Research / Prepare Nominations	\$2,500	\$1,980
SUBTOTAL	2,500	1,980
Administration & In-Kind Support		
Project Manager 10 hours @ \$20/hour	0	200
Grant Administrator / Project Support 10 hours @ \$32/hour	0	320
SUBTOTAL		520
GRAND TOTAL	\$2,500	\$2,500

Non-Federal Share

Donor: Hailey Historic Preservation Commission
Source: Labor
Kind: In-Kind
Amount: \$200

Donor: Hailey Grant Administrator
Source: Labor
Kind: Hailey General Fund
Amount: \$320

Total: \$520



Mayor Fritz Haemmerle

September 24, 2012

Date



AGENDA ITEM SUMMARY

DATE: 5/6/13 DEPARTMENT: PW - Water DEPT. HEAD SIGNATURE: 

SUBJECT: Motion to approve Resolution 2013 - 36, authorizing contract with SPF Water Engineering for \$4,000 for preparing Conjunctive Administration Strategies

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

BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:

SPF Water Engineering has served as our water rights consultant since 2009 and will provide strategies for conjunctive administration.

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:

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. 2013-36**

**RESOLUTION OF THE CITY COUNCIL FOR THE CITY OF HAILEY
AUTHORIZING THE EXECUTION OF CONTRACT FOR SERVICES WITH SPF
WATER ENGINEERING, FOR CONJUNCTIVE ADMINISTRATION STRATEGIES
FOR THE CITY OF HAILEY**

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 preparing conjunctive administration strategies for the City of Hailey.

WHEREAS, the City of Hailey and SPF Water Engineering have agreed to the terms and conditions of the Scope of Work and Task Order, 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 Scope Of Work And Task Order between the City of Hailey and SPF Water Engineering and that the Council President is authorized to execute the attached Agreement,

Passed this 6th day of MAY, 2013.

City of Hailey

Don Keirn, Council President

ATTEST:

Mary Cone, City Clerk



April 11, 2013

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

Subject: Conjunctive Administration Strategies for the City of Hailey

Mr. Mayor:

This letter describes a scope of work to assist the City of Hailey in considering possible mitigation options under future conjunctive administration of groundwater and surface water in the Big Wood River Valley.

SCOPE OF WORK

Task 1. Compile and Analyze Water-Use Data

Compile and graph annual water production between 1995 and 2012 (based on City of Hailey data). Compare diversions from Indian Creek Spring with groundwater diversions. Prepare map showing relative diversion volumes from Indian Creek Spring and groundwater.

Task 2. Update and Summarize the Current Water Right Portfolio.

SPF will investigate the status of Hailey's water rights and prepare an updated summary of the City's water right portfolio. The update will include details of the City's water rights, including the water right identification number, source, priority date, authorized diversion rate and purpose of use, and any notes required to understand the nature of the water right. The updated information will be included as a summary table in the memorandum described under Task 3 below.

Task 3. Summary Memorandum

Prepare a draft memorandum providing an overview of conjunctive administration, describing potential curtailment under conjunctive administration, summarizing City of Hailey water use, and listing possible options for mitigating or avoiding curtailment under conjunctive administration. The memorandum will include an updated summary of City of Hailey water rights (Task 2) and a list of potential water conservation measures.

Task 4. City Council Presentation

SPF will present a brief summary of its findings during a regularly-scheduled City Council meeting, and will be prepared to answer questions concerning the City's water use, its water rights, and possible mitigation strategies in the face of pending conjunctive administration of water rights in the Wood River Valley.

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 \$4,000.

AGREEMENT

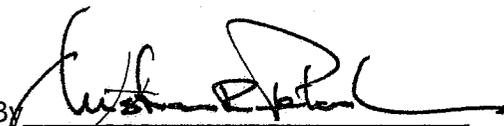
If this proposal meets with your approval, it may serve as the basis for agreement, in conjunction with the attached schedule of fees and conditions, by affixing a signature in the space provided below. This signature will be considered as a notice to proceed with a budget upper limit of \$4,000. Please return one signed original to my office. We look forward to working with you on this project.

Respectfully submitted,

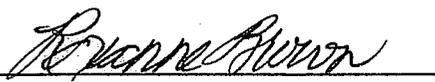
Accepted By:

SPF WATER ENGINEERING, LLC

CITY OF HAILEY

By 
Christian Petrich, Ph.D., P.E., P.G.
Principal

By _____
Title _____
Date _____

By 
Roxanne Brown
Water Rights Specialist

**TABLE 1 - SPF WATER ENGINEERING, LLC
SCHEDULE OF HOURLY BILLING RATES**

Personnel	Title	2012 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
Bob Hardgrove, P.E.	Principal Engineer	\$135
Scott King, P.E.	Supervising Engineer	\$133
Stuart Hurley, P.E.	Supervising Engineer	\$133
Eric Landsberg, P.E.	Project Manager	\$133
Brian Wilkinson, P.E.	Senior Project Engineer	\$116
Roxanne Brown	Senior Water Right Specialist	\$100
Jason Thompson, P.E.	Project Engineer	\$97
Jesse Herndon, P.E.	Project Engineer	\$97
Tofor Snider, P.E.	Project Engineer	\$97
Lori Graves	Water Right Specialist	\$88
Marci Pape, P.E.	Project Engineer	\$88
Steve Bennett	Designer I	\$85
Crane Drafting	Designer II	\$85
Erik Boe, EIT	Associate Engineer	\$75
Kurt Norrell, EIT	Associate Engineer	\$75
Julie Romano	Bookkeeping	\$65
Crystal Jensen	Administrative Support	\$60

Note: Hourly billing rates will be adjusted on January 1st each year.

SCHEDULE OF FEES AND CONDITIONS

A. SPF WATER ENGINEERING, LLC (SPF)

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 10% 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.

