

AGENDA ITEM SUMMARY

DATE: 06/22/2011 **DEPT.:** Historic Preservation Commission / Admin **DEPT. HEAD SIGNATURE:** _____

SUBJECT:

Idaho Certified Local Government Grant
Professional Services Agreement with TAG Historical Research & Consulting

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

BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:

The Hailey Historic Preservation Commission issued a Request for Proposals for historical research for the Historic Hailey Crossroads Brochure. TAG Historical Research & Consulting was selected to conduct the research for the project for a flat fee of \$1,500. The Professional Services Agreement for the work is attached and the HHPC seeks authorization for Mayor Davis to sign the agreement.

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

ACKNOWLEDGEMENT BY OTHER AFFECTED CITY DEPARTMENTS: (IF APPLICABLE)

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

RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD:

Motion to authorize Mayor Davis to sign Professional Services Agreement with TAG Historical Research & Consulting.

ADMINISTRATIVE COMMENTS/APPROVAL:

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

ACTION OF THE CITY COUNCIL:

Date _____
City Clerk _____

FOLLOW-UP:

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

PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement (the "Agreement") is entered into this ____ day of _____, 2011 by and between TAG Historical Research & Consulting, a/b/n of The Arrowrock Group, Inc., an Idaho corporation located in Boise, Idaho, (the "Consultant"), for itself and its heirs, executors, administrators, related entities and assigns and the City of Hailey (the "City").

RECITALS

WHEREAS, the City is in need of assistance in conducting historical research on and drafting histories of four National Register of Historic Places (NRHP) listed or nominated properties: the C.B. Fox House, the Eben and Elizabeth Chase House, the Masonic Lodge, and the Episcopal Church; and

WHEREAS, the Consultant has agreed to perform consulting work to assist the City with the foregoing needs and other related activities as described herein;

NOW, THEREFORE, for good and valuable consideration, the parties hereby agree as follows:

1. Consultant's Services. Consultant shall be available and shall provide the City professional services as described in the Proposal attached hereto as **Exhibit A**, and incorporated herein by this reference as if set forth in full ("Consulting Services").

2. Consideration.

2.1 In consideration of the Consulting Services to be performed by Consultant under the Agreement, the City shall pay Consultant the flat rate of ONE THOUSAND FIVE HUNDRED DOLLARS (\$1,500.00), inclusive of all expenses ("Project Fee").

2.2 The City shall pay the full amount of the Project Fee upon acceptance of the Consultant's final report.

3. Independent Contractor. Nothing contained herein or any document executed in connection herewith, shall be construed to create an employer-employee, partnership or joint venture relationship between the City and Consultant. Consultant is an independent contractor and not an employee of the City. The consideration set forth in Section 2 shall be the sole consideration due Consultant for the services rendered hereunder. It is understood that the City shall not withhold any amounts for payment of taxes from the compensation of Consultation hereunder. Consultant shall not represent itself to be or hold itself out as an employee of the City and Consultants acknowledges that it shall not have the right or entitlement in or to any of the pension, retirement or other benefit programs now or hereafter available to the City's regular employees. Any and all sums subject to deductions, if any, required to be withheld and/or paid under any applicable

state, federal or municipal laws or union or professional guild regulations shall be Consultant's sole responsibility.

4. Confidentiality. In the course of performing the Consulting Services, the parties recognize that the Consultant may come in contact or become familiar with information which the City may consider confidential. Consultant agrees not to discuss or divulge to anyone other than appropriate City personnel or their designees any information formally designated by the City as "Confidential."

5. Term. This Agreement shall commence on _____, 2011, and shall terminate on July 31, 2011 unless earlier terminated by either party hereto. Either party may terminate this Agreement upon thirty (30) days written notice.

6. Consultant's Taxpayer I.D. Number. Consultant shall provide the City with its Taxpayer I.D. Number prior to receipt of any payment.

7. Representations and Warranties. The Consultant shall make no representations, warranties, or commitments binding the City without the City's prior written consent.

8. The Waiver. Failure to invoke any right, condition, or covenant in the Agreement by either party shall not be deemed to imply or constitute a waiver of any rights, condition, or covenant and neither party may rely on such failure.

9. Notice. Any notice or communication permitted or required by this Agreement shall be deemed effective when personally delivered or deposited, postage prepaid, in the first class mail of the United States properly addressed to the appropriate party at the address set forth below:

Notices to Consultant:

TAG Historical Research & Consulting
Attention: Elizabeth Jacox
P.O. Box 7333
Boise, ID 83707-1333

Notices to City:

City of Hailey
Attention: Tracy Anderson
115 Main Street South, Suite H
Hailey, ID 83333

10. Enforceability. If any provision of this Agreement is held by a court of competent jurisdiction to be unenforceable, the remainder of the Agreement shall remain in full force and effect and shall in no way be impaired.

11. Miscellaneous

11.1 Entire Agreement and Amendments. This Agreement constitutes the entire agreement of the parties with regard to the subject matter hereof, and replaces and supersedes all other agreements or understandings, whether written or oral. No amendment or extension of this Agreement shall be binding unless in writing and signed by both parties.

11.2 Governing Law, Severability. This Agreement shall be governed by the laws of the State of Idaho. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision.

WHEREFORE, the undersigned parties have executed this Agreement as of the date first written above.

CITY OF HAILEY

**TAG HISTORICAL RESEARCH
& CONSULTING**

a d/b/a of The Arrowrock Group, Inc.

By: _____
Richard L. Davis

By: _____
Elizabeth Jacox

Its: Mayor

Its: Secretary-Treasurer

EXHIBIT A

Proposal

**Historical Research on Four NRHP Properties
Hailey Historic Crossroads Brochure**

**Submitted to
Hailey Historic Preservation Commission**

**by
TAG Historical Research & Consulting**
(a/b/n The Arrowrock Group, Inc)

April 26, 2011



The Hailey Historic Preservation Commission (HHPC) is seeking a consultant to conduct historical research on the four National Register of Historic Places (NRHP) properties located at the intersection of Bullion and 2nd Streets in the City of Hailey. The four properties are the C.B. Fox House, the Eben and Elizabeth Chase House, the Masonic Lodge and the Episcopal Church. Three of the four properties are listed on the National Register of Historic Places. The project tasks will include a complete history of those buildings, their occupants and the evolution of the intersection/neighborhood where they are located, including the historic sidewalks associated with these projects. Representative photographs of the project will also be required. It is our understanding that the historic narrative and photographs will be edited for use in an educational brochure. This proposal does not include services to edit the content for the brochure.

Final Products

Final products will include two (2) hard copies of the historical research report with photographs (one each for the SHPO and Hailey HPC) and one (1) electronic copy of report and photographs for SHPO.

Qualifications

TAG Historical Research and Consulting has been in the business of cultural resources services since 1993. Our firm has the qualifications needed to complete this project. We have extensive experience in documentation of historic properties and writing architectural descriptions. We have completed numerous historic sites surveys and documented thousands of buildings throughout the state. Our work meets the standards of SHPO and the National Park Service. Please see the attached list for a full description of site surveys, HABS/HAER documentation and National Register Nominations.

Our knowledge of Idaho history is considerable and we have experience in providing historical narratives for publication. We provided historical research, content selection, text, graphic design and fabrication for two interpretive exhibits for the Idaho State Historical Society, including an exhibit at the Lorenzo Hatch House/Pioneer Interpretive Center in Franklin, Idaho (installed November 2009) and the Rock Creek Station/Stricker Home near Hansen, Idaho (installed November 2010). In 2010 we provided historical research, content selection and text for an interpretive panel on "The Hat," a stop on the historic interurban railway located at the College of Idaho in Caldwell for the Caldwell Historic Preservation Commission.

*Proposal
Hailey Historic Preservation Commission*

*TAG Historical Research & Consulting
April 2011*

We provided similar services in 2009-2010 to the Boise Historic Preservation Commission for a publication and walking tour titled "*Shaping Boise: A Selection of Boise's Landmark Buildings.*" An electronic copy can be viewed at the following website:

http://www.cityofboise.org/Departments/PDS/PDF/Historic/General/HP_Landmark_Booklet.pdf

Other similar projects include a tour brochure for the newly remodeled Idaho State Capitol titled *Capitol of Light*, published in 2010 by Idaho Legislative Services and an update of a traveling exhibit on the history of woman suffrage in Idaho for the Idaho State Historical Society...

Personnel

Barbara Perry Bauer (MA, Public History) and Elizabeth Jacox (BA, History), co-owners of TAG Historical Research & Consulting, are historians specializing in community and local history, historic preservation and environmental history. Our knowledge of historical sources in Idaho is comprehensive and our experience includes research conducted at the Public Archives and Research Library, Idaho State Historical Society, local, state and county historical societies, the National Archives, and university, regional, and local libraries and archives. We have completed projects in Hailey and are familiar with the history of the area.

Both consultants qualify as historic preservation professionals under CFR 61, Appendix A of the Code of Federal Regulations. TAG Historical Research & Consulting is a women-owned business and certified in Idaho as a Disadvantaged Business Enterprise (DBE) and listed on the Term Agreement with the Idaho Transportation Department.

Budget

Under this proposal, TAG will provide the requested services by June 30, 2011 for a flat fee of \$1,500.00 (including expenses). It is our understanding that the contract will be awarded by May 11. If the contract award is delayed, the final product delivery date will be negotiated.

*Proposal
Hailey Historic Preservation Commission*

*TAG Historical Research & Consulting
April 2011*



a/b/n The Arrowrock Group, Inc.

SELECTED PROJECT LIST

Historic Sites Documentation

Site Survey & Assessment

- | | |
|--|--|
| Photographic Documentation, Historic Buildings, Veterans' Administration Medical Center, Boise, Idaho | City of Nampa, Old Nampa Neighborhood |
| Historic Context, Old Mercy Hospital, Nampa, Idaho | City of Eagle, Selected Agricultural Properties |
| Reconnaissance Survey Twenty-five Residential Properties and a Church, Caldwell, Idaho | City of Pocatello, Lincoln-Johnson Avenues Area |
| Reconnaissance Survey, 5 Selected Agricultural Properties and Historic Context for Milner, Idaho, Twin Falls County, Idaho | City of Caldwell, Arlington Addition |
| Reconnaissance Survey Eastside (Roosevelt) Neighborhood Nampa, Idaho | Proposed Expanded North End Historic District, Boise, Idaho |
| Twin Falls County Agricultural Property Survey | Phase 2 and 3, Ada County Historic Sites |
| Bayhorse Historic Sites Inventory and Context | Boise's North End, 4 th -6 th and 11 th -13 th Streets |
| Main Street Chestnut to Maple, Hailey, Idaho | Boise City Schools |
| City of Weiser, Two Unrelated Historic Neighborhoods | Washington Heights Neighborhood, Caldwell |
| | Idaho National Engineering Laboratory |
| | Owyhee County, Historic Buildings, Silver City |
| | North Washington Street, Twin Falls, Idaho |
| | Boise Barracks, Boise, Idaho |
| | Esther Joines House, Montour, Idaho |
| | Abandoned Farmstead, Southeast Boise Area |
| | Dry Creek Area, Ada County |

National Register of Historic Places Nominations

HABS/HAER Documentation

- | | |
|---|--|
| Hailey Masonic Lodge, Hailey, Idaho | Joseph Chitwood House, Boise, Idaho |
| Old Nampa Neighborhood, Nampa, Idaho | Florida Mountain, Owyhee County, HABS/HAER Documentation |
| Near Old Town Historic District, Pocatello, Idaho | James H. Lane Barn, Richfield, HABS/HAER Documentation |
| Lincoln-Johnson Avenue Area Historic District, Pocatello, Idaho | |

Interpretive Exhibits, Collections Management, Plans, Presentations

- | | |
|---|--|
| City of Boise, Fire Department Artifact Collection, Follow up Inventory and Accessioning Project | Pioneer Interpretive Visitor Center, Franklin, Idaho |
| Interpretive sign, "The Hat," Interurban Railway Station, College of Idaho, Caldwell, Idaho | Inventory of Collections at Ritter Island State Park, Wendell, Idaho |
| City of Boise, Department of Arts & History, Vision Plan | Exhibit Development, Pioneer Interpretive Center, Franklin, Idaho |
| Boise City Landmarks Project— <i>Shaping Boise: a Selection of Boise's Landmark Buildings</i> , published December 2010 | Inventory of Collections in the Harriman Cottage, Harriman State Park |
| Legislative Services— <i>Capitol of Light</i> , published December 2009 | Exhibit Development, Rock Creek Interpretive Center, Kimberly, Idaho |
| Update traveling exhibit, "History of Woman Suffrage in Idaho," Boise, Idaho | Inventory and Organization of Idaho Department of Lands Records |
| Interpretive Exhibit, Stricker Historic Site/Rock Creek Station, Hansen, Idaho | <i>Cycles of Change</i> , History of Ada County, Idaho, Multi-media Presentation |
| Inventory of Minidoka Historic Site Artifacts, Jerome County Historical Museum, Jerome, Idaho | Research, Interpretive Exhibit, Jacobs-Uberuaga House, Basque Museum & Cultural Center, Boise, Idaho |
| Interpretive Plan, JO Ranch Historic Site, BLM Rawlins District, Rawlins, Wyoming | Development of Interpretive Exhibit Text, Idaho Black History Museum, Boise, Idaho |
| | Interpretive Text, Oregon Trail Markers, Boise, Idaho |
| | Historic Buildings of Kuna, Idaho, Slide Presentation |

References available on request

P.O. Box 7333, Boise, ID 83707-1333 401 West Idaho, Boise, Idaho
Phone 208-338-1014 Fax 1-866-818-5092 (toll free) Website: www.taghistory.com



TAG Historical Research & Consulting incorporated in 1994 as The Arrowrock Group, Inc., with the goal of providing quality historical research services to clients. In 2005 we adopted a new business name to more clearly define our company. Our services have expanded to include Section 106 documentation, preparation of National Register of Historic Places nominations, litigation support services, creation of narrative text for interpretive exhibits, house histories, and museums collection management consulting. A woman-owned business, TAG is certified as a Disadvantaged Business Enterprise (DBE) by the Idaho Department of Transportation. We support the history community by mentoring high school and university students with an interest in history and historic preservation. TAG is the proud recipient of the 2009-2010 Mayor's Award for Excellence in Art & History/Business Support of History.

Barbara Perry Bauer received her B.A. in history from Boise State University in 1985 and her M.A. in Public History from Boise State University in 2000. She has worked for the Buffalo Bill Historical Center, Cody, Wyoming, and served as director of the Basque Museum and Cultural Center in Boise. Her master's thesis was an interpretive narrative and exhibit for the Boise Depot. With a special interest in the history of neighborhoods and urban development, she has been the project manager for historic site surveys in Boise, Caldwell and Ada County and has given public presentations on local and neighborhood history. She is liaison for all transportation and communications-related Section 106 compliance projects. She recently served as project manager for the development of an interpretive plan for a historic ranch located near Rawlins, Wyoming, and was manager for two exhibit projects for the Idaho Historical Society. Barbara is a member of the Boise City Arts and History Commission and is in charge of coordinating the Depot Day Celebration for the Commission. She is currently working on a book about the history of South Boise.

Elizabeth Jacox has more than 30 years of experience in the field of historical research. She received her B.A. in history from Idaho State University in 1980. For fourteen years she worked as librarian at the Idaho State Historical Society Library and Archives where she was responsible for managing the historic photograph collection and assisting the public with research in special collections and archives. With TAG she has served as project manager for historic site surveys in Nampa, Pocatello, Weiser and Hailey, and written National Register of Historic Places nominations for neighborhoods in Nampa and Pocatello, as well as the Hailey Masonic Lodge. She coordinated a records management project for the Idaho Department of Lands and managed a project to assist the Jerome County Historical Museum in managing a special collection of artifacts related to the World War II era Japanese relocation center at Hunt, Idaho. Elizabeth recently completed a 3-year elected term as a small business representative on the board of the American Cultural Resources Association and remains an active member of several ACRA committees.

P.O. Box 7333
Boise, Idaho 83707-1333
208-338-1014
www.taghistory.com

AGENDA ITEM SUMMARY

DATE: 06/21/2011 **DEPT.:** Public Works / Admin **DEPT. HEAD SIGNATURE:** _____

SUBJECT:

US Dept. of Transportation (DOT) / Federal Highway Administration (FHWA)
TIGER II / Woodside Boulevard
Grant Agreement Amendment

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

BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:

The US DOT / FHWA has prepared the attached amendment to the grant agreement for the Woodside Boulevard project. The amendment is straightforward, involving administrative matters, as follows:

1. Changes the FHWA accounting code
2. Amends the agreement to specify the turnaround time on reimbursements from FHWA to Hailey to occur within 15 days of a reimbursement request being entered into the FHWA financial system ("prompt net 15").
3. Amends the pre-project performance measures report by shifting the data collection months from April, May and June of 2011 to May, June and July of 2011 and changing the due date of the pre-project report from July 31, 2011 to August 31, 2011.

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

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 authorize Mayor Davis to sign the attached grant agreement amendment.

ADMINISTRATIVE COMMENTS/APPROVAL:

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

ACTION OF THE CITY COUNCIL:

Date _____
City Clerk _____

FOLLOW-UP:

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

PERFORMANCE MESAURES AMENDMENT

**TO THE GRANT AGREEMENT
UNDER THE**

**TRANSPORTATION, HOUSING AND URBAN DEVELOPMENT, AND RELATED AGENCIES
APPROPRIATIONS ACT FOR 2010 (DIV. A OF THE CONSOLIDATED APPROPRIATIONS ACT,
2010 (PUB. L. 111- 117, DEC. 16, 2009)), FOR THE NATIONAL INFRASTRUCTURE
INVESTMENTS DISCRETIONARY GRANT PROGRAM (TIGER II DISCRETIONARY GRANTS)**

CITY OF HAILEY, ID

WOODSIDE BOULEVARD COMPLETE STREETS INITIATIVE

FHWA TIGER II Grant No. C-07

SECTION 1. PURPOSE

The purpose of this Amendment is to amend the due date of the Pre-project Report as set forth by the Grant Agreement, executed on April 8, 2011, between the U.S. Department of Transportation, Federal Highway Administration (the "Government"), and the City of Hailey, ID (the "Grantee").

SECTION 2. PRE-PROJECT REPORT

Paragraph 3.1.1 of the Grant Agreement is amended to read as follows:

"The Pre-project Report shall consist of current baseline data for each of the performance measures specified in the Performance Measurement Table in Attachment D. The Pre-project Report shall include a detailed description of data sources, assumptions, variability, and the estimated level of precision for each measure. Grantee shall submit the report to the Government by **August 31, 2011. Grantee shall represent that the data in the Pre-project Report is current as of July 31, 2011 based upon counts conducted in May, June, and July, 2011.** These counts are being conducted prior to the start of construction work. No previous bicycle or pedestrian counts have been conducted."

SECTION 3. AWARD AND EXECUTION OF GRANT AGREEMENT

There are three (3) identical counterparts of this Amendment in typewritten hard copy; each counterpart is to be fully signed in writing by the parties and each counterpart is deemed to be an original having identical legal effect. When signed and dated by the authorized official of the Government, this instrument will constitute an amendment to the Grant Agreement. Except as modified, changed, and supplemented by this Amendment, all terms of the original Grant Agreement shall continue in full force and effect. Upon final execution of this Amendment by the Grantee, the effective date will be the date the Government executes this Amendment as set forth below.

EXECUTION BY THE GOVERNMENT

Executed this _____ day of _____, 201__.

Signature of Government's Authorized Representative

Samantha Reizes

Agreement Officer

EXECUTION BY THE GRANTEE/RECIPIENT

By signature below, the Grantee/Recipient acknowledges that it accepts and agrees to be bound by this Agreement.

Executed this _____ day of _____, 201__.

Signature of Grantee's Authorized Representative

Name of Grantee's Authorized Representative

Title

AGENDA ITEM SUMMARY

DATE: 6/27/11 DEPARTMENT: PW - Parks DEPT. HEAD SIGNATURE: 

SUBJECT: Motion to authorize the Mayor to sign the contract with Webb Landscape, Inc, for the completion of planting, dry stream bed construction, rock placement and mulching of the E.W. Fox Garden.

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

BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:

Webb Landscape was awarded the contract for completing the work at the E W Fox Demonstration Garden at the June 13 council meeting.

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

ACKNOWLEDGEMENT BY OTHER AFFECTED CITY DEPARTMENTS: (IF APPLICABLE)

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

RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD:

ADMINISTRATIVE COMMENTS/APPROVAL:

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

ACTION OF THE CITY COUNCIL:

Date _____

City Clerk _____

FOLLOW-UP:

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

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

Draft 12-30-03

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

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

Webb Landscape
(hereinafter called CONTRACTOR).

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

ARTICLE 1 - WORK

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

The planting of grasses and herbaceous plants, installed and mulch as shown on the plans for the E. W. Fox Demonstration Garden.

ON CONTRACT

ARTICLE 2 - THE PROJECT

2.01 The Project for which the Work under the Contract is described as follows:

City of Hailey
E. W. Fox Demonstration Garden Project
Hailey, Idaho

ARTICLE 3 - ENGINEER

3.01 The Project Engineer is the Hailey City Engineer who is the representative, assume all duties and responsibilities, and has authority assigned to ENGINEER in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

ARTICLE 4 - CONTRACT TIMES

4.01 *Time of the Essence*

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

4.02 *Dates for Substantial Completion and Final Payment*

A. The Work will be substantially completed on or before _____, 2011, and completed and ready for final payment in accordance with paragraph 14.07 of the General Conditions on or before _____, 2011.

4.03 *Liquidated Damages*

A. CONTRACTOR and OWNER recognize that time is of the essence of this Agreement and that OWNER will suffer financial loss if the Work is not completed within the times specified in paragraph 4.02 above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by OWNER if the Work is not completed on time. Accordingly, instead of requiring any such proof, OWNER and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty), CONTRACTOR shall pay OWNER \$250.00 for each day that expires after the time specified in paragraph 4.02 for Substantial Completion until the Work is substantially complete. After Substantial Completion, if CONTRACTOR shall neglect, refuse, or fail to complete the remaining Work within the Contract Time or any proper extension thereof granted by OWNER, CONTRACTOR shall pay OWNER \$250.00 for each day that expires after the time specified in paragraph 4.02 for completion and readiness for final payment until the Work is completed and ready for final payment.

ARTICLE 5 - CONTRACT PRICE

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

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

<u>Three thousand eight hundred and no/100 dollars</u> (use words)	(\$ <u>3,800.00</u>) (figure)
---	-----------------------------------

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

ARTICLE 6 - PAYMENT PROCEDURES

6.01 *Submittal and Processing of Payments*

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

6.02 *Progress Payments; Retainage*

A. OWNER shall make progress payments on account of the Contract Price on the basis of CONTRACTOR's Applications for Payment on or about the 1st day of each month during performance of the Work as provided in paragraphs 6.02.A.1 and 6.02.A.2 below. All such payments will be measured by the schedule of values established in paragraph 2.07.A of the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no schedule of values, as provided in the General Requirements:

1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as ENGINEER may determine or OWNER may withhold, in accordance with paragraph 14.02 of the General Conditions:

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

2. Upon Substantial Completion, OWNER shall pay an amount sufficient to increase total payments to CONTRACTOR to 95% of the Work completed, less such amounts as ENGINEER shall determine in accordance with Article 14 of the General Conditions and less 100% of ENGINEER's estimate of the value of Work to be completed or corrected as shown on the tentative list of items to be completed or corrected attached to the certificate of Substantial

Completion. If, at Substantial Completion, the character and progress of the work has been satisfactory, the OWNER may, at the OWNER's sole discretion, reduce the amount of retainage being held.

6.03 *Prompt Payment*

A. The Contractor shall pay each subcontractor for satisfactory performance of its contract no later than 20 calendar days from receipt of each payment the Contractor receives from the Department. The Contractor shall return retainage to each Subcontractor within 20 calendar days after the Subcontractor's work is satisfactorily completed.

The Contractor shall certify with each estimate payment that payment to Subcontractors has been made within the prescribed time frames. The certification will be made on forms provided by the Department, and returned within 20 calendar days of receiving the estimate payment.

These requirements shall also apply to first or lower tier subcontractors.

6.04 *Final Payment*

A. Upon final completion and acceptance of the Work in accordance with paragraph 14.07 of the General Conditions, OWNER shall pay the remainder of the Contract Price as recommended by ENGINEER as provided in said paragraph 14.07.

ARTICLE 7 - CONTRACTOR'S REPRESENTATIONS

8.01 In order to induce OWNER to enter into this Agreement, CONTRACTOR makes the following representations:

A. CONTRACTOR has examined and carefully studied the Contract Documents and the other related data identified in the Contract Documents.

B. CONTRACTOR has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

C. CONTRACTOR is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work.

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

E. CONTRACTOR does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.

F. CONTRACTOR is aware of the general nature of work to be performed by OWNER and others at the Site that relates to the Work as indicated in the Contract Documents.

G. CONTRACTOR has correlated the information known to CONTRACTOR, information and observations obtained from visits to the Site, reports and drawings identified in the Contract Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Contract Documents.

H. CONTRACTOR has given ENGINEER written notice of all conflicts, errors, ambiguities, or discrepancies that CONTRACTOR has discovered in the Contract Documents, and the written resolution thereof by ENGINEER is acceptable to CONTRACTOR.

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

J. The CONTRACTOR and their Subcontractors are appropriately licensed public works contractor per Section 54-1902 (Idaho Code) except that the Contractor must be licensed before award.

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

L. The CONTRACTOR is aware that this project must comply with Davis-Bacon prevailing wage rates, competitive bidding and other contracting requirements for federal aid projects.

ARTICLE 8 - CONTRACT DOCUMENTS

9.01 *Contents*

A. The Contract Documents consist of the following:

1. This Agreement (pages 1 to 6, inclusive);
2. Supplementary Conditions (pages 1 to 6, inclusive);

3. BID FORM & SPECIFICATIONS

E W Fox Demonstration Garden

Grasses and Herbaceous Plantings

Cobble, large rock and mulch placement

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

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

B. The documents listed in paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).

C. There are no Contract Documents other than those listed above in this Article 9.

D. The Contract Documents may only be amended, modified, or supplemented as provided in paragraph 3.05 of the General Conditions.

ARTICLE 9 - MISCELLANEOUS

10.01 *Terms*

A. Terms used in this Agreement will have the meanings indicated in the General Conditions.

10.02 *Assignment of Contract*

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

10.03 *Successors and Assigns*

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

10.04 *Severability*

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

10.05 *Other Provisions*

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

NOTE TO USER

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

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

OWNER:

CONTRACTOR:

By: _____

By: Vice President

[CORPORATE SEAL]

[CORPORATE SEAL]

Attest _____

Attest _____
Corp. Secretary / Treasurer

Address for giving notices:

Address for giving notices:

162 Alendale Rd
Bellevue, Idaho 8313

License No. _____
(Where applicable)

Agent for service of process: _____

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

Designated Representative:

Designated Representative:

Name: Thomas Hellen

Name: _____

Title: Public Works Director/City Engineer

Title: _____

Address: 115 Main St S

Address: _____

Hailey, ID 83333

Phone: 208-788-9830 Ext 14

Phone: _____

Facsimile: 208-788-2924

Facsimile: _____

