

AGENDA ITEM SUMMARY

DATE: 6/28/2012

DEPARTMENT: Legal

DEPT. HEAD SIGNATURE: _____

SUBJECT:

Amendment to Civil Science CE&I Contract (Woodside Boulevard Reconstruction Project)

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

BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:

During the course of the Woodside Reconstruction Project, there have been some issues between the contractor and utilities. The Federal Highway Administration has suggested that Hailey designate a person to assist in the coordination and facilitation of utility relocation. The mayor and staff believe Civil Science would be the best suited for this role. I have asked for an amendment revising the scope of work and just received it.

Ned

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

ACKNOWLEDGEMENT BY OTHER AFFECTED CITY DEPARTMENTS: (IF APPLICABLE)

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

RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD:

Make a motion to approve the amendment to the Civil Science CE&I Contract and authorize the mayor to sign.

FOLLOW-UP REMARKS:

**CITY OF HAILEY
RESOLUTION NO. 2012-41**

**RESOLUTION OF THE CITY COUNCIL FOR THE CITY OF HAILEY
AUTHORIZING THE EXECUTION OF CONTRACT FOR SERVICES WITH CIVIL
SCIENCE CE&I, FOR ENGINEERING SERVICES FOR WOODSIDE BLVD PROJECT**

WHEREAS, the City of Hailey desires to enter into an agreement with Civil Sciences CE&I under which Civil Sciences Ce&I will perform and be responsible for Engineering Services To Coordinate The Utility Companies Schedules For An Additional Fee Estimated At 80 Hours For A Total Estimate Of \$9,600 for the City of Hailey.

WHEREAS, the City of Hailey and Civil Sciences Ce&I 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 Amendment To Owner-Engineer Agreement between the City of Hailey and Civil Sciences Ce&I and that the Mayor is authorized to execute the attached Agreement,

Passed this 28th day of JUNE, 2012.

City of Hailey

Fritz X. Haemmerle, Mayor

ATTEST:

Mary Cone, City Clerk

This is **EXHIBIT K**, consisting of 2 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated Mar. 9, 2012.

AMENDMENT TO OWNER-ENGINEER AGREEMENT

Amendment No. 1

1. Background Data:

- a. Effective Date of Owner-Engineer Agreement: March 9, 2012
- b. Owner: City of Hailey
- c. Engineer: Civil Science, Inc.
- d. Project: Woodside Boulevard Reconstruction

2. Nature of Amendment

- Additional Services to be performed by Engineer
- Description of Modifications

Attachment 1, "Modifications"

Owner and Engineer hereby agree to modify the above-referenced Agreement as set forth in this Amendment. All provisions of the Agreement not modified by this or previous Amendments remain in effect. The Effective Date of this Amendment is June 27, 2012.

OWNER:

ENGINEER:

By: _____

By: _____

Title: _____

Title: _____

Date Signed: _____

Date Signed: _____

Modifications

1. Engineer shall perform the following Additional Services:

Engineer shall act as a utility coordinator and utility relocation facilitator for the Owner for the duration of the clearing, grubbing, and excavation process and proceedings for the Woodside Boulevard Reconstruction Project. Engineer will focus on helping to provide coordination and correlation services as well as act as a liason between the Contractor and Utility Company representatives. Purpose of the Additional Services is to help narrow potential communication gaps between the Contractor and Utility Company representatives in an effort to expedite relocation of utilities conflicting with construction practices within the project limits. No guarantees or warranties are granted or implied in relation to effectiveness or completion of of Contractor or Utility Company relocation schedules, timelines, and/or deadlines.

Anticipated scope of work to include:

- a. coordination phone calls
- b. coordination emails
- c. additional on-site and/or off-site meetings as needed
- d. review and coordination of Contractor and Utility Company schedules to help alleviate potential work area staging conflicts, etc.

2. For the Additional Services or the modifications to services set forth above, Owner shall pay Engineer the following additional or modified compensation:

Additional compensation will be on a time and materials basis with a not to exceed amount as outlined below:

Anticipate additional services to be rendered for approximately 10 weeks.

Anticipate 8 hours a week for additional services.

Will use bill rate for Engineer III per current contract rate at \$120/hr.

80 hrs * \$120/hr = **\$9,600.00**

5. The schedule for rendering services is modified as follows:

June 25, 2012 through August 31, 2012

**CITY OF HAILEY
RESOLUTION NO. 2012-42**

**RESOLUTION OF THE CITY COUNCIL FOR THE CITY OF HAILEY
AUTHORIZING THE EXECUTION OF CONTRACT FOR SERVICES WITH IDAHO
POWER, FOR UNDERGROUND SERVICES FOR INTERPRETIVE CENTER**

WHEREAS, the City of Hailey desires to enter into an agreement with Idaho Power under which Idaho Power will perform and be responsible for Install Three Phase Underground Service And Meter To The Interpretive Center for the City of Hailey.

WHEREAS, the City of Hailey and Idaho Power 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 Work Order Number 273672714 between the City of Hailey and Idaho Power and that the Mayor is authorized to execute the attached Agreement,

Passed this 28th day of JUNE, 2012.

City of Hailey

Fritz X. Haemmerle, Mayor

ATTEST:

Mary Cone, City Clerk

11,42,0007,1
120-52-41549

3023
5593
5597
4488
432



In Account With

City of Hailey
Attn: Tom Hellen
115 Main St. S.
Hailey, ID 83333

RECEIVED
JUN 21 2012
BY: MHC TH

Work Order #

273672714

Date June 20, 2012

In accordance with your request:

Install three phase underground service
and meter to the Interpretive Center.

Line Location:

781 Main St. S., Hailey, Idaho

| | |
|---|-------------|
| Line Installation Costs (Line 1) | \$ 1,960.00 |
| Line Installation Credits (Betterment, Salvage, Customer Trench)(Lines 2-4) | \$ 320.00 |
| Terminal Facilities (Line 6) | |
| Customer Allowance (Line 7) | |
| Unusual Conditions (Line 9) | |
| Other Charges (Eng Fees, Right of Way, Misc Charges) (Lines 14-23) | \$ 192.00 |

Amount to be paid and received prior to job being scheduled.

\$ 1,832.00

- Please remit payment.
- Please return signed and dated Service Request and Customer Cost document (attached).
- Please return signed and dated Work Order Map.
- Other

Comments:

Work order will not be released for scheduling for construction until payment and/or requested documents are signed and returned.

PLEASE RETURN SIGNED DOCUMENTS TO:

IDAHO POWER COMPANY
Attn: Cyndi Bradshaw
PO Box 3909
Hailey, ID 83333

If you have any questions, please telephone:
Cyndi @ (208) 788-8002



Idaho Power Company
Service Request

Service Request Number: 00326021
CITY OF HAILEY -781 S MAIN ST/HAILEY INTERPRETIVE CTR 3PH SVC

Work Order Number: 27367274
Request Type: CS
Rate Sch.: 09
Reply By:
Eng Hours: 00003
Eng Fee Amount(Att98): 192.00
Eng Fee Amount(Att16):
Eng Fee Service Agreement No:
Eng Fee Service Agreement Date:
Customer No: 4450548474
Feeder: HALY13B
Service Location: 781 S MAIN ST HAILEY, ID 83333
Required in Service Date: 5/28/2012
Planning Center/Team: HAILEY

Contact Detail:

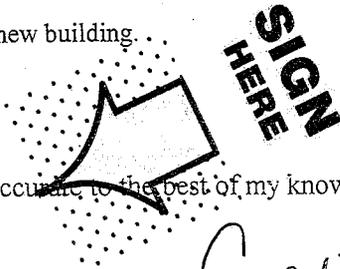
252R CITY OF HAILEY - TOM HELLEN 788-4221
115 S MAIN ST., HAILEY ID 83333
CUST SAWTOOTH CONST 726-9070
IPCO CYNDI BRADSHAW 788-8002
DISTRIBUTION DESIGNER, ,

Attribute Information
RES/COM

Service Voltage 120/208
Number of Phases 3 PHASE
KW Motor Load:
Largest Motor
1 Phase KW Demand
3 Phase KW Demand 50KW
Connected KW Load 15KW
Commercial Deposit Amount
No. Of Meters
Meter Location
Ct Loc NA
Primary OH/UG UG
Service OH/UG UG
Srv Owner IPCO
Panel Amp Size 200AMPS

Notes

Customer has installed additional 4" service conduit from stub provided previously by IPCo. IPCo to install 1- 350QX service conductor from transformer RD7 to 200 meter base located on north of new building. Connect and install 3phase meter.



I understand that the information provided above is accurate to the best of my knowledge. Changes to load; voltage; location; etc. may result in additional engineering charges.

Cyndi D. Bradshaw 6/20/12

Client Signature

Date

Idaho Power Representative Signature

Date



CUSTOMER COST QUOTE IDAHO

| | | |
|---|-------------------------------------|----------------------------------|
| Customer or Project Name: CITY OF HAILEY -781 S MAIN ST/HAILEY INTERPRETIVE | Design Number: 0000093173 | Work Order #: 27367274 |
|---|-------------------------------------|----------------------------------|

| Line Installation Cost | Prepaid Fees | Debit | Credit | Totals |
|--|--------------|-----------------|---------------|-----------------|
| 1. Line Installation/Upgrade Costs | | 1,960 | | |
| 2. Company Betterment / Other Credits | | | 320 | |
| 3. Salvage Taxable - Credit | | | 0 | |
| 4. Customer Provided Trench | | | 0 | |
| 5. Net Line Installation Cost | | | | 1,640 |
| Terminal Facilities | | | | |
| 6. Terminal Facilities | | 0 | | |
| 7. Customer Allowance | | | 0 | |
| 8. Net Terminal Facilities | | | | 0 |
| 9. Unusual Conditions | | 0 | | |
| 10. Bank Letter of Credit <i>(Only for Unusual Conditions over \$10,000)</i> | | | 0 | |
| 11. Net Construction Cost | | | | 1,640 |
| 12. Net Vested OR Refundable Construction Cost <i>(Limited to 5 years or 4 additional applicants)</i> | | | | 0 |
| 13. Construction Cost Not Available for Vesting or Refund | | | | 1,640 |
| Other Charges | | | | |
| 14. Vested Interest Work Order # | | 0 | | |
| 15. Billable Right of Way Permits | | 0 | | |
| 16. Prepaid Right of Way Permits | \$ 0 | | | |
| 17. Billable Engineering Charges | | 192 | | |
| 18. Prepaid Engineering Fees | \$ 0 | | | |
| 19. Underground Service Attachment Charge | | 0 | | |
| 20. Relocation or removal with new capacity | | 0 | | |
| 21. Relocation or removal with NO new capacity | | 0 | | |
| 22. Salvage Credit on Relocation or Removal | | | 0 | |
| 23. Miscellaneous Charges/Adjustments | | 0 | | |
| 24. Net Other Charges | | | | 192 |
| 25. Total Work Order Charges | | \$ 2,152 | | |
| 26. Idaho Power Co. Contribution & Other Credits | | | \$ 320 | |
| 27. Total Customer Payment Due (Line 11 + Line 24) | | | | \$ 1,832 |

Notes: NO CHARGE = METER

Notice: This written quotation shall be binding on the Company for a period of sixty days (60) from the date below indicated, subject to changes in information provided by the Customer or changes in the Company's ability to obtain satisfactory rights-of-way or to comply with governmental regulations, including but not limited to the rules, regulations, and tariffs of the Idaho Public Utilities Commission. The Customer must make payment of the quote amount not less than thirty (30) days prior to the start of construction, but the Company does not represent that construction will commence within 30 days of receipt of payment. The start of construction will be subject to the Company's ability to obtain the necessary labor, materials and equipment.

| | |
|--|-------------------------------|
| Customer Signature <u>X</u> _____ | Date <u>X</u> _____ |
| <u>X NA</u> (Customer Initials) Charges for installation of underground electrical service are not included in this Cost Quote and will be billed to the customer after work has completed | |
| <u>X NA</u> (Customer Initials) The customer acknowledges receipt of the reduced charge option brochure/packet, also available at idahopower.com | |
| IPCo Representative <u>Cyndi D. Bradshaw</u> | Quotation Date <u>4/21/12</u> |