

AGENDA ITEM SUMMARY

DATE: 08/23/2010 DEPARTMENT: Public Works

DEPT. HEAD SIGNATURE: *[Signature]*

SUBJECT: Hailey Rodeo Park Fence Relocation

Motion to approve the contract with Ole Dan Tucker Fence Co. to remove and install fencing at the Rodeo Park. The contract price is \$7,640. Approval will be subject to contract review by the City Attorney.

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

BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:

Overview

This contract is for relocating the existing fence along the west property line of the Hailey Rodeo Park property adjacent to Blaine Manor. This includes removal and relocation of approximately 300 feet of six foot high chain link fence, furnishing and installing 26 feet of six foot chain link fence with a six foot wide gate, and relocation of the two rail pole fence with three foot mesh which lies between the skate park and Blaine Manor.

Separate proposals were solicited from local fencing companies. Ole Dan Tucker Fence Co., Sawtooth Wood Products, and Uhrig Fencing submitted bid proposals. The proposal costs ranged from \$7,640 to \$10,200. The project will be funded from the Rodeo Park budget.

FISCAL IMPACT / PROJECT FINANCIAL ANALYSIS: Caselle# _____
Budget Line Item # _____ YTD Line Item Balance \$ _____
Estimated Hours Spent to Date: _____ Estimated Completion Date: _____
Staff Contact: Jim Zarubica Phone # 788-9830 ext. 17
Comments:

ACKNOWLEDGEMENT BY OTHER AFFECTED CITY DEPARTMENTS: (IF APPLICABLE)

<input type="checkbox"/> City Attorney	<input type="checkbox"/> Clerk / Finance Director	<input type="checkbox"/> Engineer	<input type="checkbox"/> Building
<input type="checkbox"/> Library	<input type="checkbox"/> Planning	<input type="checkbox"/> Fire Dept.	<input type="checkbox"/> Streets
<input type="checkbox"/> Safety Committee	<input type="checkbox"/> P & Z Commission	<input type="checkbox"/> Police	
<input checked="" type="checkbox"/> Public Works	<input type="checkbox"/> Parks	<input type="checkbox"/> Mayor	

RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD: Approve

Administrative Comments/Approval: Motion to approve contract & authorize mayor to sign with Ole Dan Tucker Fence Co.

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

ACTION OF THE CITY COUNCIL:

Date _____

City Clerk _____

MEMORANDUM

Date: August 19, 2010
To: City of Hailey
Attn: Tom Helen, Public Works Director
From: Michael Bulls AIA
Re: Hailey Rodeo Park
Fence Relocation Bid Proposals

Please review the attached proposals for relocating the existing fence along the west property line of the Hailey Rodeo Park property. I have included the proposals and transmittal confirmation describing the scope of work. I received Dan Tucker's proposal first and used his proposal to establish the scope of work. As noted in the scope of work, all bidders have assumed that all plants, shrubs, and trees that may affect the relocation work will be removed prior to the start of work.

Proposals

Ole Dan Tucker Fence Co.	\$ 7,640.00
Sawtooth Wood Products	\$ 9,240.00
Uhrig Fencing	\$10,200.00

Scope of Work

- Relocation of approximately 300 feet of 6 foot high chain link fencing.
 - Remove and relocate using existing materials with new concrete.
- Install 26 feet of new 6 foot high chain link fencing with 6 foot wide gate (northwest corner of property).
- Relocation of 2 rail pole fence with 3 foot high mesh (south west corner).
 - This portion connects the skate park fencing at Main Street with the Blaine Manor chain link fencing.
- **Note: Assume that any existing vegetation and trees that are located on the existing fencing and adjacent to the existing and new fence location will be removed by others.**

Please call with any questions or concerns.

RUSCITTO/LATHAM/BLANTON

ARCHITECTURA P.A.

p.o. box 419 sun valley, idaho 83353

208.726.5608

fax 208.726.1033



OLE DAN TUCKER FENCE CO.
102 East Fork Lane
Halley, Idaho 83233
788-4140

PROPOSAL

DATE OF PROPOSAL 8/3/10	PAGE NO. OF PAGES
ARCHITECT	
DATE OF PLANS	
JOB NAME Fax 726-1033	
JOB LOCATION Boxed Avenue Blaine Manor	
JOB PHONE 726-5608/920-7974	

Ruscitto/Latham/Blanton

We hereby submit specifications and estimates for:

Approx 300' 6' chain link fence
remove + relocate using existing materials
w/ new concrete \$5475

addition posts at 18' ea

26' - New 6' chain link
w/ 6' gate \$1475

40' 2 rail pole fence w/ 3' mesh \$690

RECEIVED

Aug 13 2010

Total \$7640

RUSCITTO/LATHAM/BLANTON

We propose hereby to furnish material and labor complete in accordance with the above specifications for the sum of: _____ dollars (\$ _____)

Payment to be made as follows ▶

All materials are of the description specified. Work will be performed in accord with standard practice. Any change is subject to material agreement, and in the event of such change, an equitable adjustment shall be made in price. Not responsible for any cause or condition beyond our control. Purchaser responsible for all necessary insurance.

AUTHORIZED SIGNATURE

NOTE ▶ THIS PROPOSAL IS SUBJECT TO REVOCATION IF NOT ACCEPTED WITHIN _____ DAYS

ACCEPTED This proposal is accepted and you are authorized to proceed ▶

DATE OF ACCEPTANCE

SIGNATURE

SIGNATURE

PROPOSAL

SAWTOOTH WOOD PRODUCTS, INC

Pride in Workmanship

775 S Main

Bellevue, Idaho 83313

Quote #

DATE: 8-6-2010

Contract # RCE-542

Phone (208) 788-4705 (800)354-7937 Fax (208)788-9898

Submitted To: RUSCITTO/LATHAM/BLANTON P.O. BOX 419 SUN VALLEY, ID 83353	For: MICHAEL BULLS Project or Service Description : Job Name: FENCE RELOCATION Job Location: HAILEY RODEO PARK Phone : (208) 726-5608 E-mail: mbulls@rlb-sv.com
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We hereby submit specifications and estimates for:	AMOUNT
REMOVE THE CHAIN LINK FENCE AND POST AND POLE FENCE ALONG THE NORTH SIDE OF THE RODEO PARK AND RE-INSTALL IT ALONG THE NEWLY MARKED PROPERTY LINE. ALSO INSTALL 26' OF NEW 6' HIGH CHAIN LINK FENCE WITH A 6' WIDE GATE. IF OLD POST IS NOT RE-USABLE ADD \$21.00 PER NEW POST	\$9,240.00
TOTAL	

Payment to be made as follows:

If you have any questions concerning this proposal, contact me (208)788-4705

REGARDING FENCE INSTALLATIONS: Please do not water lawn 2-3 days prior to fence installation. Owner is responsible for designating fence location. Sawtooth Wood Products is not responsible for damage to underground sprinkler pipe. Owner to secure building permit when applicable.

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above this proposal. Our workers are fully covered by Workman's Compensation.

Authorized Signature _____

NOTE: This proposal may be withdrawn by us if not accepted within 30 days.

Acceptance of Proposal The above prices, specifications, and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature _____

Date of Acceptance _____

PROPOSAL AND CONTRACT

To: Ruscitto/Latham/Blanton
Mike Bulls
726-1033



Office • (208) 788-9783 • Fax • (208) 788-8846
P.O. Box 175 • Halley, Idaho 83333

Project: Halley Rodeo Park

Specifications: Relocate Chain link Fence

SCOPE OF WORK:

See Attached

Sent. Aug 4th 2010 10:38 Am

RECEIVED
AUG 18 2010

RUSCITTO/LATHAM/BLANTON

Price: For the total sum of

\$ 10,200

CONDITIONS:

NOTE: We are not responsible for any underground utilities, irrigation systems, etc.
Any extra work caused by unseen underground utility systems, rock, etc. will be an additional cost.
It is understood and agreed that we shall not be held liable for any loss, damage or delays occasioned by fire, strikes, or material stolen after delivery upon premises, lockouts, acts of God, or the public enemy, accidents, boycotts, material shortages, disturbed labor conditions, delayed delivery of materials from Seller's suppliers, force majeure, inclement weather, floods, freight embargoes, causes incident to national emergencies, war, or other causes beyond the reasonable control of Seller, whether of like or different character, or other causes beyond his control. Prices quoted in this contract are based upon present prices and upon condition that the proposal will be accepted within seven days.

TERMS:

Down payment to be made in Full upon Completion

The entire amount of contract to be paid in full within seven (7) days upon completion. The unpaid balance is subject to penalty of \$5.00 per \$100.00, per week, interest of 1.5% per month (18% annual), all costs of collection including reasonable attorney's fees if not abided by terms.

This proposal is submitted in duplicate. The return to us of one copy with your signature shall constitute a contract.

SUBMITTED:

ACCEPTED:

By: [Signature] 8/18/10
Seller

By:

ED UHRIG

From: "Michael Bulls" <mbulls@rib-sv.com>
To: "ED UHRIG" <eduhrig@sunvalley.net>
Sent: Wednesday, August 04, 2010 10:38 AM
Subject: Hailey Rodeo Park

Ed,

Thank you for the time this morning.

Please see the following scope of work for the fence relocation.

- Relocation of approximately 300 feet of 6 foot high chain link fencing.
 - Remove and relocate using existing materials with new concrete.
- Install 26 feet of new 6 foot high chain link fencing with 6 foot wide gate (northwest corner of property).
- Relocation of 2 rail pole fence with 3foot high mesh (south west corner).
 - This portion connects the skate park fencing at Main Street with the Blaine Manor chain link fencing.

Note: Assume that any existing vegetation and trees that are located on the existing fencing and adjacent to the existing and new fence location will be removed by others.

Please call me with any questions.

Michael Bulls, AIA
Project Architect
Ruscitto/Latham/Blanton Architectura, P.A.
PO Box 419
Sun Valley, Idaho 83353.
www.rib-sv.com
T 208.726.5608
F 208.726.1033

8/4/2010

P. 002

FAX:2087888846

AUG-18-2010 WED 01:52 PM *UHRIG FENCING

Michael Bulls

From: Michael Bulls [mbulls@rlb-sv.com]
Sent: Wednesday, August 04, 2010 10:26 AM
To: 'swp@logproducts.com'
Subject: Hailey Rodeo Park - Fence Relocation

Hello Bob,
Thank you for the time this morning.

Please see the following **scope of work** for the fence relocation. If a Site Plan would be helpful to you, I have a copy at the office.

- Relocation of approximately 300 feet of 6 foot high chain link fencing.
 - o Remove and relocate using existing materials with new concrete.
- Install 26 feet of new 6 foot high chain link fencing with 6 foot wide gate (northwest corner of property).
- Relocation of 2 rail pole fence with 3foot high mesh (south west corner).
 - o This portion connects the skate park fencing at Main Street with the Biaine Manor chain link fencing.

Note: Assume that any existing vegetation and trees that are located on the existing fencing and adjacent to the existing and new fence location will be removed by others.

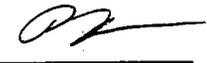
Please call me with any questions.

Michael Bulls, AIA
Project Architect
Ruscitto/Latham/Blanton Architectura, P.A.
PO Box 419
Sun Valley, Idaho 83353
www.rlb-sv.com
T 208.726.5608
F 208.726.1033

8/19/2010

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AGENDA ITEM SUMMARY

DATE: 8/23/10 DEPARTMENT: PW - Parks DEPT. HEAD SIGNATURE: 

SUBJECT: Motion to ratify the mayor's signature on the Idaho Power Service Agreement for installation of the underground electrical lines at the Rodeo Grounds.

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

BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:

At the August 9, 2010 council meeting the council authorized the mayor to sign the Idaho Power Service Agreement to provide underground power to the project.

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 *Additional/Exceptional Originals to: _____
Copies (all info.): _____ Copies (AIS only) _____
Instrument # _____



In Account With

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

W.O. Design #

27328363

Date August 12, 2010

In accordance with your request:

Install new three phase underground facilities to serve multi use arena and ice rink. Second part of work order will come later for ice rink and will be billed separately.

Line Location:

791 S Main St, Hailey, Idaho

Line Installation Costs	\$ 43,576.00
Line Installation Credits (Betterment, Salvage, Customer Trench)	<u>\$ 21,767.00</u>
Terminal Facilities	\$ 9,041.00
Unusual Conditions	<u>\$ 4,702.00</u>
Other Charges (Eng Fees, Right of Way, Misc Charges)	<u>\$ 720.00</u>

Amount to be paid and received prior to job being scheduled for construction:

\$ 36,272.00

- 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: The permanent underground service from RD5 to serve the multi use facilities will be on a separate work order and billed separately.
Power Easement required for all trench line and devices on site.

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: 00296845

CITY OF HAILEY-791 S MAIN/HAILEY UG LX FOR RODEO GRNDS/ICE RINK

Work Order Number: 27328363	Eng Hours: 00019
Request Type: CS	Eng Fee Amount(Att98): 1,140.00
Rate Sch.: 09	Eng Fee Amount(Att16):
Reply By:	Eng Fee Service Agreement No: 1806913569
	Eng Fee Service Agreement Date: 07/29/10
	Customer No: 2979927621

Feeder: HALY13B
 Service Location: 791 S MAIN ST HAILEY, ID 83333
 Required in Service Date: 8/30/2010
 Planning Center/Team: HAILEY

Contact Detail:

252R CITY OF HAILEY 115 S Main St., HAILEY ID 83333	788-4221
IPCO CYNDI BRADSHAW SR. DIST. DESIGNER, ,	208-788-8002

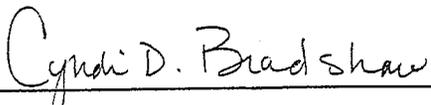
Attribute Information
RES/COM

Service Voltage 120/208	No. Of Meters	
Number of Phases THREE	Meter Location	SO
KW Motor Load:	Ct Loc	CAN BLDG
Largest Motor	Primary OH/UG	UG
1 Phase KW Demand 132KW	Service OH/UG	UG
3 Phase KW Demand 20KW	Srv Owner	IPCO
Connected KW Load 152KW	Panel Amp Size	600AMPS
Commercial Deposit Amount		

Notes

INSTALL UNDERGROUND THREE PHASE POWER LINE TO SERVE NEW MULTI USE ARENA.
 RECONSTRUCT EXISTING OVERHEAD FACILITIES TO UNDERGROUND TO RE-SERVE THE
 SNOW BUNNY EATERY.

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.

 _____ Client Signature	8/17/10 _____ Date	 _____ Idaho Power Representative Signature	8/12/10 _____ Date
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CUSTOMER COST QUOTE IDAHO

Customer or Project Name: CITY OF HAILEY-791 S MAIN/HAILEY UG LX FOR RODEO G	Design Number: 0000083685	Work Order #: 27328363
--	-------------------------------------	----------------------------------

Line Installation Cost	Prepaid Fees	Debit	Credit	Totals
1. Line Installation/Upgrade Costs		38,261		
2. Company Betterment			18,109	
3. Salvage Taxable - Credit			0	
4. Customer Provided Trench			0	
5. Net Line Installation Cost				20,152
Terminal Facilities				
6. Terminal Facilities		9,041		
7. Customer Allowance			3,658	
8. Net Terminal Facilities				5,383
9. Unusual Conditions		4,702		
10. Bank Letter of Credit <i>(Only for Unusual Conditions over \$10,000)</i>			0	
11. Net Construction Cost				30,237
12. Net Vested OR Refundable Construction Cost <i>(Limited to 5 years or 4 additional applicants)</i>				20,824
13. Construction Cost Not Available for Vesting or Refund				9,413
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		720		
18. Prepaid Engineering Fees	\$ 1,140			
19. Underground Service Attachment Charge		0		
20. Relocation or removal with new capacity		0		
21. Relocation or removal with NO new capacity		5,315		
22. Salvage Credit on Relocation or Removal			0	
23. Miscellaneous Charges/Adjustments		0		
24. Net Other Charges				6,035
25. Total Work Order Charges		\$ 58,039		
26. Idaho Power Co. Contribution & Other Credits			\$ 21,767	
27. Total Customer Payment Due (Line 11 + Line 24)				\$ 36,272

Notes: _____

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 X <u>Rick Daw</u>	Date X <u>8/17/10</u>
X <u>AD</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	
X <u>AD</u> (Customer Initials) The customer acknowledges receipt of the reduced charge option brochure/packed, also available at idahopower.com	
IPCo Representative <u>Cynthia D. Bradshaw</u>	Quotation Date <u>8/12/10</u>

Customer or Project Name:

Design # Work Order #

Multi Use Arena & Ice Rink

27328363



Unusual Conditions Acknowledgement

Unusual Conditions are construction conditions not normally encountered, but which the Company may encounter during construction which impose additional, project-specific costs. These conditions may include, but are not limited to: frost, landscape replacement, road compaction, pavement replacement, chip-sealing, rock digging/trenching, boring, incomplete customr trench, nonstandard facilities or construction practices, and other than available voltage requirements.

Costs associated with unusual conditions are separately stated and are subject to refund if not encountered. If unusual conditions are note encountered, the Company will issue the appropriate refund within 90 days of completion of the project or when unusual conditions have been identified.

I have read and understand the above definition of Unusual Conditions as set forth in Idaho Power Company's line installation tariff, Rule H. I further understand that Idaho Power Company will determine the type and extent of the Unusual Conditions encountered.

Signed: Rich Dow

Customer Signature

Date: 8/17/10



Memorandum of Understanding

Project Name: Multi Use Arena & Ice Rink

Work Order Number: 27328363

The quoted prices and credits include these requirements for trench backfill and compaction and the final grade.

1. *Standard Compaction*

Standard compaction is required in all areas that do not require high compaction. For standard compaction, backfill with the native soil and "wheel-roll" the trench. If the soil is "loamy" or does not compact well, the spoils must be hauled off and replaced with 3/4" road mix up to 12" of the surface. Use native backfill for the top 12" of the trench.

 Standard compaction footage

Note: The grantor of the right-of-way may require high compaction in areas that are not under a paved surface or road but still within the right-of-way.

2. *High (or 95%) Compaction*

High compaction is required in areas where the trench will be under:

- ◆ A roadway, alley, driveway, or parking lot (whether paved or unpaved).
- ◆ A paved surface.
- ◆ Where the grantor of the right-of-way requires high compaction.

For high compaction, backfill the trench in 12" lifts with 3/4" roadmix or "pit run" and compact each lift with a "wacker" or other similar compaction device. Native soil is not acceptable as a backfill material for high compaction and must be hauled off.

 810 High compaction footage ← indicate date

3. *Final Grade*

We understand that as of 8/20/10 the above named project will be ready for facilities to be installed by Idaho Power.

All roadways and cable routes must have all grading and subgrading completed by this date. The project must be properly referenced and have grade stakes installed at all Idaho Power device locations and as might be necessary to establish proper elevations and burial depths for Idaho Power facilities. The customer will be responsible for the total cost of damage to Idaho Power facilities that results from any subsequent changes in property any needed relocation, repair, or lines, lot lines, elevations, grades, excavations, or profiles causing improper locations or burial depths of above-ground equipment, below-ground equipment, cable, or conduit.

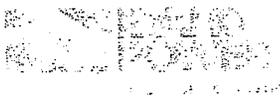
This Memorandum of Understanding is accepted by:

 Rick Allen
Customer's Signature

 8/17/10
Date

 Cynthia D. Bradshaw
Idaho Power Representative's Signature

 8/12/10
Date



Vested Interest Waiver

Idaho Power Co.
Hailey, Idaho
City, State

Re: Idaho Rule H, Overhead and Underground line
Installation Construction Contribution Waiver

To Whom It May Concern:

I, City Of Hailey
Customer Name

the vested interest holder in the Line Installation or Line Installation Upgrade that serves the

Multi Use Facility Load(s) at or near
Name of Project

791 S. Main Street, Hailey
Address, Street or Road

County of Blaine, State of Idaho, located in the SE 1/4

of Section 9, Township 02N Range 18E BM,

hereby notify Idaho Power Company that I waive any and all Additional Applicant refund requirements
by the Idaho Rule H Overhead and Underground line Extensions on the \$ 20,824.00

Construction Contribution paid by me for electric service provider under the Idaho Power Company's

Work Order No. 27328363 to the above load(s).

Rick Ann
Customer's Signature

8/17/10
Date

Cyndi D. Bradshaw
Idaho Power Company Representative

8/12/10
Date

Dr. Distribution Designer
Title

CITY OF HAILEY CERTIFICATES OF DEPOSIT
AS OF 8/19/2010

Bank	Tele #	Contact	Amount	FUND	Annual Yield
Wells Fargo	578-1880	Josh	250,000	Capital Project	2.50% annual yield
MWB	578-0449	May/Sara	167,886	Water DEQ res	2.83% annual yield
DL Evans	788-2130	Kelly	250,000	General	3.20% annual yield
FBI/US Bank	578-1300	Erica/Sandra	250,000	Water Replcmt	3.09% annual yield
Bank of America	578-3404	Mary	250,000	Wwater Replc	3.00% annual yield
			1,167,886		

Second round of CD research at 5/21/09

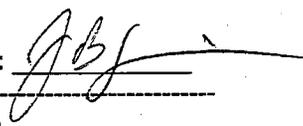
Zion's	726-3007	Jeffra	255,829	Water Revenue	2.27% ann yield, 12 mo
Zion's renewed					1.87% 39 months
Bank of the West	725-0672	Amy	250,000	WW Revenue	3.61% annual yield, 5 yr
			1,673,715		

CAP PROJECTS - HAILEY RODEO PARK BOND PROPOSED

Bank	Tele #	Contact	Amount	6 mo	12 mo	18 mo
Idaho Ind Bank	726-2147	Jim Kino	250,000	0.30%	0.90%	
Ireland Bank	823-9300	Brenna	250,000	0.90%	1.18%	1.40%
Pto Federal	788-2305	Ivy, Dan	250,000	0.40%	0.90%	0.9

AGENDA ITEM SUMMARY

DATE: 08/23/2010 DEPARTMENT: Public Works

DEPT. HEAD SIGNATURE: 

SUBJECT: Deerfield and Curtis Park Surface Water Irrigation System Installation

Motion to approve the contracts with Webb Landscape, Inc. to furnish and install Surface Water Irrigations Systems for Curtis and Deerfield Parks. The new water systems will utilize City of Hailey surface water rights from the Hiawatha Canal. Contract prices are \$18,178.13 for Deerfield Park and \$17,530.75 for Curtis Park. Systems are to be constructed before winter 2010. Motion to approve funding from the General Fund.

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

BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:

Overview

The City has surface water rights from the Hiawatha Canal that are available to allow irrigation of Deerfield and Curtis parks with surface water. Benefits from using surface water include reducing the use of ground water pumped from wells, the lack of disinfecting chemicals in the surface water, and establishing surface water uses in order to help continue to maintain water rights.

The proposed water systems will allow the use of surface water to supply the existing park irrigation systems until the water in the canal is no longer available and the system will switch back to using water from the city water main. The system improvements will also optimize both the existing and proposed irrigation systems by reducing the operating pressure. These pressure modifications will reduce the operating costs, increase the life of the sprinkler heads, and reduce the amount of water lost to evaporation for both the new and the existing irrigation systems.

Separate proposals were solicited from local landscaping companies to design and construct irrigation systems to use surface water from the Hiawatha Canal that will supplement the existing irrigation systems. Webb Landscape, Clearwater Landscaping, All Seasons Landscaping, and Bigwood Landscaping each submitted design proposals and associated cost estimates. The proposals were evaluated by staff for cost, design features, integration with the existing irrigation systems, ease of future operation and maintenance, reliability and system design life, impacts to the parks during construction, visual impacts of the completed system, and responsiveness of the candidate. The following summaries are for each park.

Curtis Park

Proposal Costs ranged from \$7,736 to \$34,962. The lowest cost proposal was not selected primarily due to an undesirable design. Webb Landscaping was selected based on favorable design, favorable aesthetics, ease of operation, a very responsive and informative proposal, and the second lowest proposed cost of \$17,530.75. Webb also has a business located within the Hailey city limits.

Deerfield Park

Proposal Costs ranged from \$16,411 to \$30,987. Webb Landscaping was selected based on favorable design, favorable aesthetics, ease of operation, a very responsive and informative proposal, and a proposed cost of \$18,178.13. Webb has the second lowest cost proposal and the lowest cost proposal was not selected primarily due to an undesirable design.

FISCAL IMPACT / PROJECT FINANCIAL ANALYSIS: Caselle# _____

Budget Line Item # _____ YTD Line Item Balance \$ _____

Estimated Hours Spent to Date: _____ Estimated Completion Date: _____

Staff Contact: Jim Zarubica Phone # 788-9830 ext. 17

Comments:

ACKNOWLEDGEMENT BY OTHER AFFECTED CITY DEPARTMENTS: (IF APPLICABLE)

<input checked="" type="checkbox"/> City Attorney	<input type="checkbox"/> Clerk / Finance Director	<input type="checkbox"/> Engineer	<input type="checkbox"/> Building
<input type="checkbox"/> Library	<input type="checkbox"/> Planning	<input type="checkbox"/> Fire Dept.	<input type="checkbox"/> Streets
<input type="checkbox"/> Safety Committee	<input type="checkbox"/> P & Z Commission	<input type="checkbox"/> Police	<input type="checkbox"/> Mayor
<input checked="" type="checkbox"/> Public Works	<input type="checkbox"/> Parks		

RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD: Approve

Motion to approve contract & authorize mayor to sign.

ADMINISTRATIVE COMMENTS/APPROVAL:

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

ACTION OF THE CITY COUNCIL:

Date _____

City Clerk _____

FOLLOW-UP:

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

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

Draft 12-30-03

Webb Landscape, Inc.
P.O. Box 744
Ketchum, ID 83340



Office: 208-726-4927
Fax: 208-726-4767
www.webbland.com

RETAIL
PER UNIT

ESTIMATE

To: Jim Zarubica

Date: August 17, 2010
Phone: 788-9830 x17
Cell: 788-2694
Email: @haileycityhall.org

Re: PUMP STATION TO PROVIDE DITCH WATER TO PARK

CURTIS PARK

EXCAVATE FOR PUMP STATION:			
10	Hours Labor		
7	Hours Trackhoe		
		subtotal	835.00
PRESSURE REGULATOR INSTALLED TO 60PSI FOR CITY WATER:			
		subtotal	400.00
IRRIGATION PUMP STATION INSTALLED:			
1	36"X12' Galvanized Welded Culvert/Well		
1	Pump and Controller		
2	Filters		
1	Sure-Flow Intake		
	Electrical Materials		
	Plumbing Materials		
		subtotal	11,205.00
505	INSTALL PIPE, BACKFILL & REPAIR LAWN AND IRRIGATION		
24	Hours Labor		
90	Linear Feet Of 2.5" Sch 40 PVC Mainline		
1	Material		
1.5	Hours Compactor		
10	Hours Trackhoe		
		subtotal	1,975.75
702	ELECTRICAL TRENCH AND BACKFILL (135FT TRENCHING)		
42	Hours Labor		
21	Hours Trackhoe		
3.5	Hours Compactor		
		subtotal	3,115.00

Webb Landscape, Inc.
P.O. Box 744
Ketchum, ID 83340



Office: 208-726-4927
Fax: 208-726-4767
www.webbland.com

RETAIL PER UNIT	ESTIMATE
JOB TOTAL, ESTIMATED: \$	17,530.75

Thank You,

Cliff Cunha

Project Manager

WEBB LANDSCAPE CONTRACT:

We appreciate the opportunity to provide you with an estimate for your landscape project.

Unless otherwise specified, the following are related to our landscape installations:

OUR COMMITMENT:

- ▶ To insure all work shall be constructed of quality materials and completed in a professional manner according to standard practices
- ▶ To maintain the integrity of our company through accountability for our projects with emphasis on efficient water usage and maintenance plus best practices towards environmental stewardship, efficiency and accuracy.
- ▶ To develop positive working relationship with our clients and maintain those relationships with full service, year round, maintenance.

WARRANTIES & INCLUSIONS:

- ▶ This project qualifies for our 1 Year Guarantee

GENERAL TERMS & POLICIES:

- ▶ Prices reflect the 2010 work season
- ▶ Winter weather conditions may increase costs.
- ▶ This is a cost estimate based on information and/or plans provided to Webb.
- ▶ Any engineering/ permits or subcontracted work not listed on this estimate are considered the responsibility of the responsible party
- ▶ Estimates are subject to change or cancellation after the end of the current growing season
- ▶ Final costs may vary according to on site changes and actual quantities installed.
- ▶ Final billing shall be imposed upon actual quantities used and labor to install.
- ▶ A deposit of one-third the Estimate total is due prior to the start of the project.
- ▶ Subsequent invoices shall be submitted, on a monthly basis as work progresses.
- ▶ A 1.5% monthly finance charge shall be imposed on any portion of account not paid within 30 days of final billing.

ACCEPTANCE:

The prices, specifications and conditions are satisfactory and accepted.
Webb Landscape, Inc. is hereby authorized to perform job as specified.
Payment shall be made as outlined above.

Responsible Party

Date

Webb Landscape, Inc.
P.O. Box 744
Ketchum, ID 83340



Office: 208-726-4927
Fax: 208-726-4767
www.webbland.com

RETAIL
PER UNIT

ESTIMATE

To: Jim Zarubica

Date: August 17, 2010
Phone: 788-9830 x17
Cell: 788-2694
Email: ca@haileycityhall.org

Re: PUMP STATION TO PROVIDE DITCH WATER TO PARK

DEERFIELD PARK

EXCAVATE FOR PUMP STATION:

10 Hours Labor
7 Hours Trackhoe

subtotal 835.00

IRRIGATION PUMP STATION INSTALLED:

1 36"X12' Galvanized Welded Culvert/Well
1 Pump and Controller
2 Filters
1 Sure-Flow Intake
Electrical Materials
Plumbing Materials

subtotal 11,575.00

505 ~~INSTALL PIPE BACKFILL & REPAIR LAWN AND~~ IRRIGATION

24 Hours Labor
125 Linear Feet Of 2.5" Sch 40 PVC Mainline
1 Material
2 Hours Compactor
12 Hours Trackhoe

subtotal 2,208.13

702 ELECTRICAL TRENCH AND BACKFILL (250FT TRENCHING)

48 Hours Labor
24 Hours Trackhoe
4 Hours Compactor

subtotal 3,560.00

JOB TOTAL, ESTIMATED: \$ 18,178.13

Webb Landscape, Inc.
P.O. Box 744
Ketchum, ID 83340



Office: 208-726-4927
Fax: 208-726-4767
www.webbland.com

DETAIL
PER UNIT

ESTIMATE

Project Manager

Cliff Cunha

WEBB LANDSCAPE CONTRACT:

We appreciate the opportunity to provide you with an estimate for your landscape project.

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- ▶ Winter weather conditions may increase costs.
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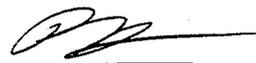
ACCEPTANCE:

The prices, specifications and conditions are satisfactory and accepted. Webb Landscape, Inc. is hereby authorized to perform job as specified. Payment shall be made as outlined above.

Responsible Party

Date

AGENDA ITEM SUMMARY

DATE: 8/23/10 DEPARTMENT: PW - WW DEPT. HEAD SIGNATURE: 

SUBJECT: Motion to ratify mayor's signature on updated contract for Roberts Electric for the Photovoltaic System contract

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

BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:

The council approved this contract at the 8/9 meeting. Two minor revisions were necessary in the contract language; to redefine the warranty period to one year and, due to material delivery problems, to revise the final completion date.

* see Article 4.02 & Article 10.06 for changes.

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)

<input type="checkbox"/> City Attorney	<input type="checkbox"/> Clerk / Finance Director	<input checked="" type="checkbox"/> Engineer	<input type="checkbox"/> Building
<input type="checkbox"/> Library	<input type="checkbox"/> Planning	<input type="checkbox"/> Fire Dept.	_____
<input type="checkbox"/> Safety Committee	<input type="checkbox"/> P & Z Commission	<input type="checkbox"/> Police	_____
<input type="checkbox"/> Streets	<input type="checkbox"/> Public Works, Parks	<input type="checkbox"/> 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 *Additional/Exceptional Originals to: _____
Copies (all info.): _____ Copies (AIS only)

**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 Roberts Electric Inc. (hereinafter called CONTRACTOR).

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

ARTICLE 1 - WORK

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

Furnishing of materials and equipment necessary to install a 24.4 kW Photovoltaic system and intertie to the Wastewater Treatment Plant electrical system. This work includes operational tests for this system before the City of Hailey will accept the work as complete.

ARTICLE 2 - THE PROJECT

2.01 The Project for which the Work under the Contract Documents may be the whole or only a part is generally described as follows:

The City of Hailey Wastewater Treatment Plant Energy Efficiency and Conservation Block Grant Project.

ARTICLE 3 - ENGINEER

3.01 The Project Engineer is Tom Hellen, City Engineer

who is hereinafter called ENGINEER and who is to act as OWNER's representative, assume all duties and responsibilities, and have the rights and authority assigned to ENGINEER in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

ARTICLE 4 - CONTRACT TIMES

4.01 *Time of the Essence*

A. Time is of the essence in the performance of this Agreement, including compliance with all time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment.

4.02 *Dates for Substantial Completion and Final Payment*

A. The Work will be substantially completed on or before November 8, 2010, and completed and ready for final payment in accordance with paragraph 14.07 of the General Conditions on or before April 30, 2012.

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 One hundred seventy six thousand one hundred twenty two and no/100 dollars (\$176,122.00). 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 25th 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 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. 90% of Work completed (with the balance being retainage); and

b. 90% of cost of materials and equipment not incorporated in the Work (with the balance being retainage).

2. Upon Substantial Completion, OWNER shall pay an amount sufficient to increase total payments to CONTRACTOR to 95% of the Work completed, less such amounts as ENGINEER shall determine in accordance with Article 14 of the General Conditions and less 100% of ENGINEER's estimate of the value of Work to be completed or corrected as shown on the tentative list of items to be completed or corrected attached to the certificate of Substantial Completion. If, at Substantial Completion, the character and progress of the work has been satisfactory, the OWNER may, at the OWNER's sole discretion, reduce the amount of retainage being held.

6.03 Final Payment

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

ARTICLE 7 - INTEREST

7.01 All moneys not paid when due as provided in Article 14 of the General Conditions shall bear interest at the rate of 8% per annum.

ARTICLE 8 - CONTRACTOR'S REPRESENTATIONS

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

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

E. 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.

F. 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.

G. 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.

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

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

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

ARTICLE 9 - CONTRACT DOCUMENTS

9.01 *Contents*

A. The Contract Documents consist of the following:

1. This Agreement (pages 1 to 6, inclusive);
2. Performance Bond issued to OWNER in the amount of One hundred seventy six thousand one hundred twenty two and no/100 dollars (\$176,122.00);
3. Payment Bond issued to OWNER in the amount of One hundred seventy six thousand one hundred twenty two and no/100 dollars (\$176,122.00);
4. General Conditions – Division 100 of the Idaho Standards for Public Works Construction (not attached)
5. Supplementary Conditions (pages 1 to 6, inclusive);

6. City of Hailey WWTP Photovoltaic Project Manual (pages 1 to 6, inclusive);
 7. Exhibits to this Agreement (enumerated as follows):
 - a. Notice to Proceed (not attached)
 - b. CONTRACTOR's Bid Documents in entirety (not attached);
 8. The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:
 - a. Written Amendments;
 - b. Work Change Directives;
 - c. Change Order(s).
- B. The documents listed in paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 9.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in paragraph 3.05 of the General Conditions.

ARTICLE 10 - MISCELLANEOUS

10.01 *Terms*

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

10.02 *Assignment of Contract*

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

10.03 *Successors and Assigns*

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

10.04 *Severability*

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

10.05 *Attorney Fees*

A. In the event of any dispute with regard to the interpretation or enforcement of this Agreement, the prevailing party shall be entitled to recover his/her reasonable costs and attorneys' fees incurred therein, whether or not a lawsuit is actually filed, and on any appeals, and in any bankruptcy proceeding.

10.06 *Warranty*

A. CONTRACTOR shall and does hereby warrant and guarantee that for a period of one (1) year from the date of Substantial Completion of the Work, all materials and equipment necessary to install a 24.4 kW Photovoltaic system and all workmanship performed under this Agreement shall be free from faults. The term "faults" shall mean defective materials, substandard workmanship, and deviations from the plans or specifications made without the authorization or approval of OWNER or OWNER'S agents. CONTRACTOR shall have the exclusive right to repair all faults discovered during the warranty period. All such faults shall be corrected at no expense to the OWNER.

10.07 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.

This Agreement will be effective on the ___ day of August, 2010 (which is the Effective Date of the Agreement).

OWNER:

City of Hailey
By: Richard L. Davis
Richard L. Davis, Mayor

[CORPORATE SEAL]

Attest [Signature]

Address for giving notices:

115 Main Street South
Hailey, ID 83333



Designated Representative:

Name: Richard L. Davis
Title: Mayor
Address: 115 Main St South
Hailey, ID 83333
Phone: 208-788-4221
Facsimile: 200-788-2924

CONTRACTOR:

Roberts Electric
By: Richard G. Roberts

[CORPORATE SEAL]

Attest [Signature]

Address for giving notices:

804 4th S.
Hailey Idaho 83333

License No. 302
(Where applicable)

Agent for service of process: _____

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

Designated Representative:

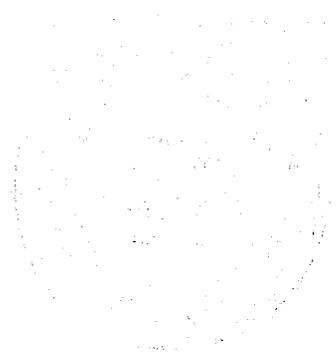
Name: RICHARD G. Roberts
Title: Vice President
Address: 804 4th S.
Hailey Id 83333
Phone: 208-788 3238
Facsimile: 208-788 3273

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DECLARATION

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