

AGENDA ITEM SUMMARY

DATE: 09/21/2010 DEPT.: Historic Preservation Commission / Admin DEPT. HEAD SIGNATURE: _____

SUBJECT:

State Historic Preservation Office
Idaho State Historical Society
Idaho Certified Local Government Program
Grant Application for Historic Hailey Crossroads Interpretive Panel & Brochure

CLG grant FY 2010-2011

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

BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:

The Hailey Historic Preservation Commission and city staff have prepared the attached grant application to research, design and produce a brochure and interpretive panel. The Historic Crossroads Interpretive Panel & Brochure is intended to commemorate the four historic buildings at the intersection of Bullion St. and 2nd Avenue (the Masonic Lodge, Episcopal Church, Eben and Elizabeth Chase House and the Fox House). The interpretive panel would be installed in the entryway foyer of City Hall.

The grant request is \$3,500, with a \$1,225 cash match from the HPC budget. An additional \$2,830 of in-kind labor constitutes the remainder of Hailey's match. The total project budget is \$7,555.

At this time, the HPC and city staff seek authorization for Mayor Rick Davis to sign the application.

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:
Authorize Mayor Davis to sign ICLG application.

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 # _____

A. PROJECT DESCRIPTION

Historic Hailey Crossroads Interpretive Panel & Brochure

1. Project Staff

Grant Administrator

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

Project Manager

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

Ms. Anderson will manage all administrative aspects of the grant and will support the project manager with project implementation. She is Hailey's Grant Administrator, responsible for a current roster of nine grant projects from both federal and state agencies, with a combined project value of approximately \$800,000. Ms. Anderson is also skilled in the development of brochures and exhibits, as well as other promotional materials, and will provide project support in this regard.

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

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

The project will also involve contracting with an historian, through a bid process, to assist with research and developing the interpretive panel and brochure content.

2. Goals and Objectives

The Historic Crossroads Interpretive Panel & Brochure is intended to commemorate the four historic buildings at the intersection of Bullion St. and 2nd Avenue. Three of the four buildings (the Masonic Lodge, Episcopal Church and Eben and Elizabeth Chase House) are listed in the National Register of Historic Places. The fourth building – the Fox House – is currently pending listing. The interpretive panel will be located in the entryway foyer of Hailey City Hall, and the brochure will also be available at this location. In addition, the brochure will be available to tourists, schools and the general public via the Hailey Chamber of Commerce Visitor's Center, the Hailey Public Library, the Blaine County Historical Museum and the City of Hailey website.



The project will be accomplished with a team that includes the Project Manager, Grant Administrator, an historian to assist with research and developing the interpretive panel and brochure content, a graphic designer for layout of the panel and brochure and printing and fabrication services. City crews will install the interpretive panel. A dedication ceremony and guided tour will be held at the project's conclusion.

The HPC will provide review and approval of the project throughout its implementation; this will be provided through the venue of the monthly HPC meetings.

3. Identification of Final Products

The final products of the project are one interpretive panel and one brochure.

4. Meets Secretary of Interior's Standards

The project deliverables will conform to the Secretary of Interior's *Standards for Historical Documentation*.

5. Timetable for Completion of Project and Submission of Reports

October 15 SHPO award
December 31 Hailey submits revised budget and project description to SHPO
February 1 Project commences
February 28 Research complete
March 31 First draft of brochure and panel complete
April 15 Mid-project report to SHPO
April 30 Final design of brochure and panel complete
May 31 Printing of brochure and fabrication of panel complete
June 30 Panel installed
July (exact date TBD) Dedication ceremony and guided tour
July 31 Project complete; submit billing and product to SHPO

6. Repository for Final Product

A copy of the research, six copies of the brochure and a digital photograph of the interpretive panel will be sent to SHPO. The research and digital copies of the brochure and interpretive panel designs will be housed at Hailey City Hall.

7. State Priority

None

Mayor Rick Davis

September 28, 2010
Date



B. BUDGET

Historic Hailey Crossroads Interpretive Panel & Brochure

	FEDERAL	MATCH
Professional Services		
Historian Research / Interpretive Panel & Brochure Content	\$1,000	\$0
Graphic Designer Brochure	0	1,000
Designer/Fabricator Interpretive Panel	2,500	0
Printer Brochure	0	225
SUBTOTAL	3,500	1,225
Administration & In-Kind Support		
Project Manager 40 hours @ \$20.25/hour	0	810
Grant Administrator / Project Support 40 hours @ \$32/hour	0	1,280
HPC Members Reviews and Approvals 5 members x 5 one-hour meetings @ \$20/hour	0	500
City Crews / Install Interpretive Panel 8 hours @ \$30/hour	0	240
SUBTOTAL		2,830
GRAND TOTAL	\$3,500.00	\$4,055

Non-Federal Share

Donor: HHPC Chair and Members
Source: Labor
Kind: In-Kind
Amount: \$1,310

Donor: City of Hailey
Source: Discretionary Fund
Kind: Cash
Amount: \$1,225

Donor: Hailey Grant Admin./City Crews
Source: Labor
Kind: Direct Expense
Amount: \$1,520

Total: \$4,055

Mayor Rick Davis

September 28, 2010

Date



Tracy Anderson

Hailey Grant Administrator

Project Assignment: Grant Administrator / Outreach

Education & Training:

Various college and technical training courses, including:

- The Excellence Series
- Microsoft Project
- Managing the Customer Satisfaction Process
- The Effective Facilitator
- Essentials of Effective Management
- Public Art Project Management
- English Composition
- Fiction Writing
- Numerous management, business, writing, publishing and document design workshops

Professional Experience: Ms. Anderson has six years of experience in public service with the City of Hailey. She is Hailey's Grant Administrator responsible for a current roster of nine grant projects from both federal and state agencies, with a combined project value of approximately \$800,000. Ms. Anderson also has 17 years of experience in marketing and communications for a large multidiscipline consulting engineering firm. She has more than 20 years of experience in writing, editing and designing brochures and websites, manuals, presentations, feature articles, press releases, exhibits, advertising and newsletters.

Grant Administrator, City of Hailey

Grant Administrator responsible for grant writing and grant administration within the city. In this role, responsible for active development of the city's grant program, determined to be a priority as a result of the recent economic downturn. The emphasis on generating grant revenue led to assignment of a single grant administrator for grant projects, to assure timely, consistent and accurate tracking and reporting. Responsibilities include finding grant opportunities, grant research, project development and documentation, leading the grant application team; grant writing, scheduling and budgeting; and administering grant projects.

Communications Coordinator / Public Art Coordinator, City of Hailey

Communications Coordinator responsibilities include strategic planning, identifying and pursuing opportunities to strengthen the city's image and increase public involvement, writing and editing brochures and program information documents, writing press releases, editing and improving the website, authoring the monthly city newsletter, and creating unified documents and identity pieces.

Responsibilities as Public Art Coordinator are outlined in the city's *Public Art Guidelines*, and involve coordination of the public art program, managing public art grants and projects, and working with the Hailey Arts Commission and city departments.

Business Development Coordinator, Power Engineers, Inc.

Responsible for organizing, planning, writing and coordinating proposals to prospective clients. Projects ranged in value from \$50,000 to several million dollars in a wide variety of engineering disciplines. Worked with small teams of people in multiple offices to produce high-quality proposals under tight deadlines. Computer skills involved in this role included high volume use of e-mail for communication as well as routing of attachments; Internet and Intranet, word processing, desktop publishing and other computer programs.

Public relations responsibilities included planning and coordinating tradeshow exhibits, special events and presentations; coordinating photo shoots, writing and editing feature articles, writing press releases, writing web site content, and writing and layout of advertisements and brochures.

Involved in identifying potential new clients, making introductory contacts, planning marketing trips and scheduling appointments for Senior Project Managers/Engineers. Periodically accompanied Senior Project Managers/Engineers on marketing calls.

Additional responsibilities included file management (both electronic and hard copy), composing and updating the business development procedures manual, writing business letters, qualifications documents and other marketing materials. Also edited the written work of colleagues, including Project Managers, Engineers and fellow Department Members. Developed the electronic file management system for all of Power's marketing documents.

Strengths and challenges in this role included self-initiation of projects, developing strong oral and written communication skills, having a necessary attention to detail, an ability to produce high-quality work under relentless pressure, organizing projects among multiple offices and demanding team members; and translating complex topics into plain English.

Web Site Editor, Power Engineers, Inc.

Web Site Editor for two years, leading the effort to develop the Power Engineers web site, which was launched in the fall of 1999.

Developed the design concept and theme of the site, and led a diverse group of team members to agreement on implementation of the concept. Wrote a large portion of the text, and edited all text for continuity of theme and presentation, and readability.

Worked closely with a consultant to provide programming for the site, and directed them in achieving a product that reflects Power's culture and capabilities.

Manager of Business Development, Power Engineers, Inc.

Managed Power's Business Development Group for more than three years. The group began with about six people, grew to 12 people, and then was reduced in size due to company restructuring. Through these ups and downs, administrative responsibilities included hiring, terminations, training, employee evaluations, and providing overall direction and guidance. Leadership responsibilities were to help people live up to their potential, be a positive role model, and encourage, support and/or implement new ideas.

Resume

Robert A. Lonning
415 S. 2ND Ave.
Hailey, Id 83333

VOLUNTEER WORK EXPERIENCE

Hailey Historic Preservation Commission

Chair

2006-2010

Secretary

2004-2006

PROFESSIONAL WORK EXPERIENCE

Associate Professor of Education

Department of Curriculum and Instruction

Science Education (K-12)

UNIVERSITY OF CONNECTICUT

1997 - 2004

Assistant Professor of Education

Department of Curriculum and Instruction

Science Education (K-12)

UNIVERSITY OF CONNECTICUT

1991 - 1996

EDUCATION

Ph.D. in Science Education

University of Minnesota

1991

M.Ed. in Science Education

University of Minnesota

1984

B.S. in Earth Science (Broad Field)

Winona State University

1971

DISCIPLINED INQUIRY

Publications

Lonning, R.A., DeFranco, T., & Weinland, T. (1998). Development of Them-based, Interdisciplinary, Integrated Curriculum: A Theoretical Model. School Science and Mathematics 98 (6), 312-319.

Lonning, R.A., and DeFranco, T., (1997). Integration of Science and Mathematics: A Theoretical Model. School Science and Mathematics 97 (4), 212-214.

Lonning, R.A., and DeFranco, T., (1994). Development and implementation of an integrated mathematics/science preservice elementary methods course. School Science and Mathematics 94 (2).

Lonning, R. A. (1993). Effect of cooperative learning strategies on student verbal interactions and achievement during conceptual change instruction in tenth-grade general science. Journal of Research in Science Teaching, 30(9), 1087-1101.

Markow, P. G., and Lonning, R. L. (1998). Usefulness of concept maps in college chemistry laboratories: students' perceptions and effects on achievement. Journal of Research in Science Teaching, 35(9), 1015-1029.

Lawrenz, F., and Lonning, R. (1991). Review of Complimentary Methods for Research in Education, Evaluation Practice, 12(2): 177-179

Research Grants

Co-Principal Investigator, "Enhancement of the Professional Development Center," Connecticut School Improvement Initiative Grants, Connecticut SDE, 1995-1996, \$35,000.

Co-Principal Investigator, "Center for Technology Education to Advance Math and Science," Project CONNSTRUCT, Connecticut Academy for Education in Mathematics, Science & Technology, 9/01/95-7/31/96, \$19,845.

Lonning, R., "UCONN/East Hartford PDC Interdisciplinary Curriculum Student Teaching Enhancement Project," Project CONNSTRUCT, Connecticut Academy for Education in Mathematics, Science & Technology, 9/01/94-8/31/95, \$16,000.

Lonning, R., "UCONN/Coventry PDC Student Teaching Enhancement in Science and Mathematics," Project CONNSTRUCT, Connecticut Academy for Education in Mathematics, Science & Technology, 9/01/93-6/30/94, \$23,300.

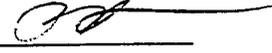
Lonning, R., "Manchester/UCONN Co-teaching Project," Project CONNSTRUCT, Connecticut Academy for Education in Mathematics, Science & Technology, 9/01/92-6/30/93, \$3,000.

DeFranco, T. and Lonning, R., "Integrated Elementary Mathematics and Science Methods Course," Project CONNSTRUCT, Connecticut Academy for Education in Mathematics, Science & Technology, 9/01/92-6/30/93, \$3,000.

DeFranco, T. and Lonning, R., "Integrated Dialog Project," Project CONNSTRUCT, Connecticut Academy for Education in Mathematics, Science & Technology, 1991-1992, \$40,000.

Lonning, R., "Conceptual Change research - Phase I." University of Connecticut Research Foundation, 11/01/91-10/31/92, \$808.

AGENDA ITEM SUMMARY

DATE: 9/27/10 DEPARTMENT: PW-WW DEPT. HEAD SIGNATURE: 

SUBJECT: Motion to authorize the award of a contract to Thornton Heating & Sheet Metal for \$45,117 for the supply and installation of an Energy Recovery System at the Wastewater plant headworks building.

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

BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:

This contract award is a part of the grant we received from the State Office of Energy Resources for energy efficiency improvements at the WWTP. 6 local contractors were notified of this project and attended a pre-bid tour. Two bids were received and evaluated. The evaluation is attached for your information. As noted in the evaluation the contract price may decrease after further review.

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:

Bid Evaluation – Hailey WWTP ERV Project

Brian Formusa P.E. Project Manager 9/22/2010

This is the second part of the EECBG Federal Energy Grant Award – part one was the WWTP 25 KW Photovoltaic Solar System. (definitions; 'WWTP' = Haileys' WasteWater Treatment Plant (in Woodside), 'ERV'= Energy Recovery Ventilator, 'EECBG'= Name of the Federal Energy Efficiency and Conservation Block Grant).

This project is an HVAC modification to the WWTP headworks building, includes a replacement of the ventilation system with a more efficient heater and a heat recovery unit (ERV) to reclaim energy from the exhaust system. Applicable 'Twelve States Codes' were addressed as well as a review by Idaho DEQ (which resulted in a long delay). A full set of project specs and drawings were issued for the bid package.

Bidders:

	<u>Bid Price</u>	<u>Leveled Bid</u>
Bid #1 Thornton Heating and Sheetmetal, Ketchum ID.	\$45,117.	\$45,712.
Bid #2 Western States Geothermal, Ketchum ID.	\$52,640.	\$52,045.

The engineering estimates for the project was \$51,000. +/- 10%. So the bids fell within our expectations. Four other companies showed interest, all four performed the mandatory job walk, two declined because their Public Works License was still pending, a third had a death-in-family during bid process, the forth did submit a reason.

Recommended Bid Award –Thornton Heating and Sheetmetal \$45,117.
(Final contracted amount may be less, awaiting value-engineered pricing)

Summary: The bid package was commented upon by several bidders as very complete and concise, indeed both bidders bid the package as submitted with negligible design variance. In other words it was an apples-apples bid comparison. The price differential overshadowed any other difference between the bids as indicated in the point award system below.

The Bids were evaluated on a point system, results:	
Item A: Price – leveled and comparable	Thornton 100 pts: Western 88 pts (diff. = spread)
Item B: Vendor Qualifications and Experience:	Thornton 92 pts : Western 90 pts
Item C: Install team Q&E and commissioning:	<u>Thornton 86 pts : Western 90 pts</u>
TOTALS:	Thornton 278 : Western 268 pts (maximum 300 pts)

A significant side note is that Western States Geo failed to attend the prescribed pre-bid job walk and thus receive additional PM project direction, as a result they were not forwarded the addendum package – however the addendum contents were addressed in their bid. A factor that may have excluded them from consideration.

AGENDA ITEM SUMMARY

DATE: 09/18/2010²⁷ DEPARTMENT: Library DEPT. HEAD SIGNATURE: LeAnn Gelskey

SUBJECT

Approve Statement of Work (National Network of Libraries of Medicine, Pacific Northwest Region)
Community Preparedness Day Award

AUTHORITY: ID Code IAR _____ City Ordinance/Code _____

BACKGROUND:

Mayor and City Council previously approved the grant application. This is the last requirement before distribution of funds. Funds to be used for the Community Preparedness Day "Ready Hailey" event.

FISCAL IMPACT / PROJECT FINANCIAL ANALYSIS:

Budget Line Item # 45-41549 YTD Line Item Balance \$ _____

The award amount is \$5000.00

ACKNOWLEDGEMENT BY OTHER AFFECTED CITY DEPARTMENTS:

____ City Attorney ____ Clerk / Finance Director ____ Engineer ____ Mayor
____ P & Z Commission ____ Parks & Lands Board ____ Public Works ____ Other

RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD:

Propose to accept the award and recommend the Director of the Hailey Public Library to sign the Statement of Work.

FOLLOW UP NOTES:

National Network of Libraries of Medicine, Pacific Northwest Region
Community Preparedness Day Award

*Hailey Public Library
7 West Croy
Hailey, ID 83333*

Ready Hailey

Project Manager: LeAnn Gelskey

Period of Performance: October 1, 2010 – December 31, 2010
Award Total: \$5000

STATEMENT OF WORK

Purpose:

The Hailey Public Library will partner with local agencies and community organizations to host "Ready Hailey" with information specific to emergency preparedness and planning for Hailey residents. "Ready Hailey" is scheduled as a half-day event that will take place at the library on October 23, 2010.

Goals:

1. Participants will have a better understanding of how to access information, both in an emergency and in planning or preparing for an emergency.
2. Participants will have an improved knowledge of emergency preparedness and planning.
3. Participants will better know what to do in an emergency.

Objectives:

1. Expose community members to local agencies that are involved in community preparedness and response.
2. Provide information and tools that will enable the community to be better prepared for an emergency.
3. Provide a limited number of 72-hour emergency preparedness kits.
4. Provide customized local emergency information.
5. Create a usable display of library reference materials in support of the event.

DELIVERABLES

1. A final report for the award is required. It should summarize the work performed, problems and barriers encountered, and, most importantly, it should discuss the evaluation and impact of the award activities, including methods used for the evaluation and copies of evaluation materials or forms. Any materials developed for the event should accompany the final report in an appendix. This should include any materials developed for the event, any pre- and post-training surveys with a summary of the findings, and a final evaluation of the entire project. This report may be filed at any time after the project is completed but must be submitted to the RML no later than December 31, 2010. A template will be provided.
2. At least one brief article about the project will be submitted to the NN/LM PNR newsletter/blog, the Dragonfly - <http://nnlm.gov/pnr/dragonfly/>
3. At least one brief article about the project will be submitted for inclusion in a public library newsletter such as the blog for the Idaho Commission for Libraries.
4. This is an outreach award (not a grant). Please acknowledge funding as follows:

This project has been funded in whole or in part with Federal funds from the National Library of Medicine, National Institutes of Health, Department of Health and Human Services, under Contract No. NO1-LM-1-3516 with the University of Washington.

5. According to the Department of Health and Human Services synopsis of Section 508 of the Rehabilitation Act, federal agencies are obligated to make all electronic and information technology (EIT) that they develop, maintain or use compliant with Section 508. Compliance information is at <http://www.section508.gov>.

Total amount funded through the NN/LM PNR: \$5000.

Money will be disbursed through an invoice process. The University of Washington will set up a purchase order for \$5000. All invoices for approved project expenditures shall be submitted by Hailey Public Library to:

National Network of Libraries of Medicine, Pacific Northwest Region
ATTN: Susan Meyers
Box 357155
University of Washington
Seattle, WA 98195

Do NOT submit invoices directly to other UW accounting or purchasing departments. Reimbursements will be made only to Hailey Public Library. Invoices may be submitted as soon as the money is spent, or no later than 30 days after completion of the project.

Period of Performance: October 1, 2010 – December 31, 2010

For: Hailey Public Library

LeAnn Gelsky, Director

Date

**For: National Network of Libraries of Medicine, Pacific Northwest Region
University of Washington**

Cathy Burroughs, Associate Director

Date

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 # _____

Draft 12-30-03

SOLYNDRA, INC.
NON-STANDARD APPLICATION WARRANTY
ACKNOWLEDGEMENT

This NON-STANDARD APPLICATION WARRANTY ACKNOWLEDGEMENT ("Agreement") is entered into as of _____, 2010 ("Effective Date"), by and between SOLYNDRA, INC., having its principal place of business at 47700 Kato Road, Fremont, California 94538 and _____, having its principal place of business at _____ (hereafter referred to as "Buyer").

AGREEMENT

1. Acknowledgement. Buyer acknowledges that its purchase of ____ kw of Solyndra photovoltaic panel products ("Products") on Buyer's purchase order number ____ (the "Order") [or for the _____ project is for a Non-Standard Application (the "Project"). Non-Standard Application shall mean any use or installation of Solyndra's Product: (i) not using Solyndra supplied mounts and interconnecting wiring and hardware; and/or (ii) not designed and installed in compliance with Solyndra's design and installation guidelines effective as of the Installation Date (defined below). Buyer acknowledges that the Product purchases under the Order [for the Project], is subject to Solyndra Limited Warranty for Non-Standard Applications. **EXCEPT FOR THE LIMITED WARRANTY FOR NON-STANDARD APPLICATIONS, THE PRODUCTS PROVIDED TO BUYER, SOLYNDRA PROVIDES THE PRODUCTS "AS-IS" AND WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS, IMPLIED OR STATUTORY, ABOUT THE PRODUCTS. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, SOLYNDRA EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, INCLUDING WITHOUT LIMITATION, ALL IMPLIED WARRANTIES OF SATISFACTORY QUALITY, MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE.**

2. Entire Agreement. This Agreement between the parties, constitutes the complete agreement between the parties with respect to its subject matter and supersedes all prior or contemporaneous agreements, understandings, representations, discussions, proposals, literature, and the like, written or oral. Any previously existing agreements and purchase orders shall be governed by the terms and conditions contained in this Agreement. This Agreement may not be modified or amended except in writing, signed by a duly authorized representative of each party; no other act, document, usage or custom shall be deemed to amend or modify this Agreement. Notwithstanding any oral or written statement made by buyer, Solyndra's acceptance of an Order does not in any way whatsoever constitute acceptance of Buyer's terms and conditions, and Buyer's terms and conditions are not a part of the agreement between Buyer and Solyndra unless an authorized officer of Solyndra agrees in writing to accept such terms and conditions or any part thereof.

IN WITNESS WHEREOF, the parties have caused this Agreement to be signed by their respective duly authorized representatives.

Buyer: _____

By: _____

Title: _____

Date: _____

**SOLYNDRA LIMITED WARRANTY
NON-STANDARD APPLICATIONS**

This Limited Warranty for Non-Standard Applications (as defined below) (the "Limited Warranty") is offered by Solyndra, Inc. ("Solyndra") to the original purchaser of the Product (the "Buyer") and any permitted transferees as set out in Section 3(b), below. The Limited Warranty is comprised of a limited product warranty (the "Limited Product Warranty") set forth in Section 1, below, and a limited power warranty (the "Limited Power Warranty") set forth in Section 2, below, and each such warranty is subject to the warranty limitations and exclusions set forth in Section 3, below. As used herein, Non-Standard Application shall mean any use or installation of Solyndra's Product (as defined below): (i) not using Solyndra supplied mounts and interconnecting wiring and hardware; and/or (ii) not designed and installed in compliance with Solyndra's design and installation guidelines effective as of the Installation Date (defined below).

1. Limited Product Warranty

- a) Solyndra warrants to the Buyer that its photovoltaic panel product, including the photovoltaic panels, mounts (if used) and interconnecting wiring and hardware provided by Solyndra (collectively the "Product"), when shipped in its original container shall be free from defects in materials and workmanship under the conditions as specified herein or in the Product datasheet that is in effect on the date the Products were purchased by the Buyer, for a period of five (5) years from the Installation Date (the "Product Warranty Period"). "Installation Date" is defined as the earlier of the actual installation completion date or the date ninety (90) days after shipment.
- b) If the Product fails to conform to this Limited Product Warranty, Solyndra will, at its option, either repair or replace any defective Product if returned to Solyndra in accordance with the terms of this Limited Warranty, Solyndra's return policy and the terms of this Limited Warranty during the Product Warranty Period. If replaced or repaired, the replacement or repaired Product shall be covered by the original Limited Product Warranty for the remainder of the returned Product's warranty period. This Limited Product Warranty does not warrant a specific power output of the photovoltaic panel Product, which shall be exclusively covered by the Limited Power Warranty specified in Section 2.

2. Limited Power Warranty

- a) Subject to the terms of this Limited Warranty, Solyndra warrants that if, within ten (10) years from the Installation Date any photovoltaic panel Product exhibits a power output (measured as provided herein) less than 90% of the Minimum Peak Power (as defined below) and provided that such shortfall in power is due to defects in material or workmanship in the photovoltaic panel Product, Solyndra will replace such shortfall in power below the 90% Minimum Peak Power by one or more of the following measures, chosen in Solyndra's sole discretion: (i) providing to the Buyer additional Products necessary to meet such Minimum Peak Power, (ii) providing monetary compensation equivalent to the cost of additional Products required to make up such shortfall in power; (iii) repairing the defective photovoltaic panel Products; or (iv) replacing the defective photovoltaic panel Products.
- b) Subject to the terms of this Limited Warranty, Solyndra additionally warrants that if, within twenty-five (25) years from the Installation Date, any Product exhibits a power output less than 80% of the Minimum Peak Power and provided that such shortfall in power is due to defects in material or workmanship in the photovoltaic panel Products, Solyndra will replace such shortfall in power below the 80% Minimum Peak Power by one or more of the following measures, chosen in Solyndra's sole discretion: (i) providing to the Buyer additional Products necessary to meet such Minimum Peak Power, (ii) providing monetary compensation equivalent to the cost of additional Products required to make up such shortfall in power; (iii) repairing the defective photovoltaic panel Products; or (iv) replacing the defective photovoltaic panel Products.

“Minimum Peak Power” = minimum rated power of the photovoltaic panel specified at the time of sale (Pmpp) minus the Peak power tolerance (% of Pmpp as specified on Solyndra’s Product Datasheet on the date of purchase by the Buyer). Power output shall be measured at the Product lead wires under Standard Test Conditions (STC) as defined as irradiance of 1000W/m², air mass of 1.5 and cell temperature of 25 degrees Celsius, using a method and laboratory approved by Solyndra.

3. Exclusions and Limitations to the Limited Product Warranty and the Limited Power Warranty

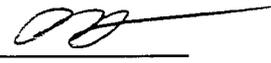
- a) Warranty claims must be filed within the applicable warranty period.
- b) This Limited Warranty is freely transferable from the original Buyer to the party owning the Products when first installed (the “Original End User”). The Original End User may transfer this Limited Warranty to a subsequent owner of the Products if they remain installed at the original location. This Limited Warranty is not otherwise transferable without Solyndra’s prior written consent, and any purported, unauthorized transfer shall void this Limited Warranty.
- c) This Limited Warranty does not cover claims hereunder that in Solyndra’s sole and absolute judgment, have been subjected to: (i) misuse, abuse, neglect, accident or damages caused by shipping or handling; (ii) non-observance of Solyndra’s maintenance guidelines or instructions; (iii) repair, alteration, or modifications by someone other than certified service technicians approved by Solyndra or performed by a Solyndra approved installation partner; or (iv) power failure, power surges, lightning, flood, fire, accidental breakage, force majeure events, including but not limited to fires, earthquakes, lightning, tornadoes, volcanic eruptions, pollution, acid rain, war, terrorism, riots, vandalism or other event(s) outside Solyndra’s control. Further, this Limited Warranty does not cover damage to or reduction of functionality of any structure, associated hardware or materials from other suppliers, such as may be required to construct a complete solar system, including but not limited to inverters, combiner boxes, homerun and AC/DC wiring, switchgear, etc. (collectively “Non-Solyndra Materials”), or any warranty claims hereunder arising in whole or part from the structure or any such associated Non-Solyndra Materials.
- d) This Limited Warranty does not cover any warranty claims hereunder caused in whole or part by the Non-Standard Application, including but not limited to warranty claims arising from: (i) the mounting method or connections utilized to mount the Product; (ii) the non-standard wiring or grounding of the Product; or (iii) the design, construction, movement, failure of or damage to the structure to which the Product is mounted. Solyndra specifically disclaims and excludes any and all warranties whether express or implied for such claims.
- e) This Limited Warranty does not cover any warranty claims hereunder caused in whole or part by wind or seismic forces for Product used or installed in any Non-Standard Applications and Solyndra specifically disclaims and excludes any and all warranties whether express or implied for such claims.
- f) The Product must not be modified in any way without express written agreement by Solyndra, and any such unauthorized modifications will void this Limited Warranty.
- g) This Limited Warranty does not cover any transportation costs for return of the Product, or for reshipment of any repaired or replaced Product, or costs associated with the installation, removal, or reinstallation of the Product.
- h) Solyndra Products are not intended for use on mobile platforms. Use of Solyndra Product on mobile platforms will void this Limited Warranty.

- i) This Limited Warranty will be voided if the type or serial number of the Product are altered, removed or made illegible.
- j) As a requirement to validate this Limited Warranty, the original Buyer or End User must register the installation of the Product with Solyndra and provide the requested information as specified on Solyndra's website at www.Solyndra.com.
- k) The English language version of this Limited Warranty is the controlling version and any translations from the original English version of this Limited Warranty are for informational purposes only. To the extent that there are any differences, inconsistencies or conflicts between the English language version and any translation, the English language version of this Limited Warranty shall control.
- l) SUBJECT TO THE LIMITATIONS UNDER APPLICABLE LAW, THE LIMITED WARRANTY SET FORTH HEREIN IS EXPRESSLY IN LIEU OF AND EXCLUDES ALL OTHER EXPRESS, IMPLIED, AND STATUTORY WARRANTIES, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY AND OF FITNESS FOR PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT AND ALL OTHER OBLIGATIONS OR LIABILITIES ON THE PART OF SOLYNDRA, UNLESS OTHER WARRANTIES, OBLIGATIONS OR LIABILITIES ARE EXPRESSLY AGREED TO IN WRITING, SIGNED AND APPROVED BY SOLYNDRA. SOLYNDRA SHALL HAVE NO RESPONSIBILITY OR LIABILITY WHATSOEVER FOR DAMAGE OR INJURY TO PERSONS OR PROPERTY OR FOR OTHER LOSS OR INJURY RESULTING FROM ANY CAUSE WHATSOEVER ARISING OUT OF OR RELATED TO THE PRODUCT INCLUDING, WITHOUT LIMITATION, ANY DEFECTS IN THE PRODUCT OR FROM USE OR INSTALLATION. TO THE MAXIMUM EXTENT ALLOWED BY LAW, SOLYNDRA SHALL NOT BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES, HOWSOEVER CAUSED. LOSS OF USE, LOSS OF PROFITS, LOSS OF PRODUCTION, LOSS OF REVENUES ARE THEREFORE SPECIFICALLY BUT WITHOUT LIMITATION EXCLUDED. SOLYNDRA'S AGGREGATE LIABILITY, IF ANY, IN DAMAGES OR OTHERWISE, SHALL NOT EXCEED THE PURCHASE PRICE PAID TO SOLYNDRA BY THE BUYER, FOR THE UNIT OF PRODUCT OR SERVICE FURNISHED OR TO BE FURNISHED, AS THE CASE MAY BE, WHICH GAVE RISE TO THE WARRANTY CLAIM.

4. Obtaining Warranty Claims

- a) If the Original End User feels justified to make a claim covered by this Limited Warranty, immediately notify the (a) installer, who sold the Product, or (b) an authorized Solyndra distributor, of the claim in writing, or (c) send such notification to Solyndra, Inc., 47700 Kato Road, Fremont CA. 94538, directly. Solyndra, its distributors or installers can inform you of Solyndra's Return Material Authorization ("RMA") procedure for requesting to return Product, and if an RMA is issued, the proper handling of returned Product.

AGENDA ITEM SUMMARY

DATE: 9/27/10 DEPARTMENT: PW DEPT. HEAD SIGNATURE: 

SUBJECT: Motion to authorize the Mayor to sign a Professional Services contract with Harmony Design & Engineering for the Downtown Revitalization ICDBG Grant Application preparation for a not-to-exceed amount of \$41,943.

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

BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:

The City Council authorized city staff to begin negotiations with Harmony Design & Engineering for the Downtown Revitalization (River St.) grant application. The attached contract, scope of work and schedule are included for your information. City Staff will be continuing negotiations with Harmony Design & Engineering and expects to have a revised cost estimate at that time.

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 _____

DESIGN PROFESSIONAL CONTRACT

This contract is entered into this _____ day of September, 2010, by and between the City of Hailey, Idaho, herein referred to as the "City" and Harmony Design & Engineering, whose address is 110 E. Little Ave., Driggs, Idaho 83422, herein referred to as the "Contractor",
Witnesseth:

WHEREAS, the City is making application to the Idaho Department of Commerce, herein referred to as "the Department", for the receipt of grant funds under the Idaho Community Development Block Grant (ICDBG) Program for purposes of the City of Hailey Downtown Revitalization Project; and

WHEREAS, the City desires to engage the Contractor to render certain services related to the preparation of the above described ICDBG grant application; and

WHEREAS, the City has complied with provisions for solicitation of contractors as cited in OMB Circular A-102; and

WHEREAS, to ensure effective management of the above project, it is deemed to be in the best interests of the City to enter into an agreement with the Contractor as hereinafter provided;

NOW, THEREFORE, the parties hereto do mutually agree as follows:

1. EMPLOYMENT OF CONTRACTOR

The City agrees to engage the Contractor, and the Contractor agrees to provide the services described in Section 6 in order to provide for the preliminary engineering and assistance with the preparation of the grant application to the Department for an ICDBG project for the City. The Contractor may use sub-consultants for a portion of the services described in Section 6.

2. EMPLOYEE-EMPLOYER RELATIONSHIP

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

3. CONTRACTOR'S INSURANCE

The Contractor warrants that it has obtained, and will maintain at its expense for the duration of this Contract, statutory worker's compensation coverage, employer's liability, and comprehensive general liability insurance coverage for its principals and employees for the services to be performed hereunder. The comprehensive general liability insurance shall have, at a minimum, a coverage limit of at least five hundred thousand dollars (\$500,000) per claim, and one million dollars (\$1,000,000) aggregate.

4. LIAISON

The City's designated liaison with the Contractor is Thomas Hellen, Public Works Director. The Contractor's designated liaison with the City is Jennifer Zung, President.

5. EFFECTIVE DATE AND TIME OF PERFORMANCE

This Contract takes effect on September 28, 2010. The services to be performed by the Contractor will be completed no later than November 17, 2010.

6. SCOPE OF SERVICES

The Contractor will perform the services as identified and explained on Attachment "A" Scope of Work.

It is understood and agreed by the parties that the services of the Contractor do not include any of the following: the disbursement or accounting of funds distributed by the City's financial officer, legal advice, fiscal audits or assistance with activities not related to the ICDBG project.

7. COMPENSATION

For the satisfactory completion of the services to be provided under this contract, the City will pay the Contractor a sum, time and material, not to exceed \$_____. The amount paid out for each scope of work activity is identified on Attachment "A" Scope of Work.

8. CONFLICT OF INTEREST

The Contractor warrants that it presently has no interest and will not acquire any interest, direct or indirect, in the ICDBG project that would conflict in any manner or degree with the performance of its services hereunder. The Contractor further covenants that, in performing this contract, it will employ no person who has any such interest. Should any conflict of interest, as defined by the ICDBG Administrative Rules, arise during the performance of this contract, it will be disclosed and managed according to the ICDBG rules.

9. MODIFICATION AND ASSIGNABILITY OF CONTRACT

This contract contains the entire agreement between the parties, and no statements, promises or inducements made by either party or agents of either party, that are not contained in the written contract, are valid or binding. This contract may not be enlarged, modified or altered except upon written agreement signed by both parties hereto. The Contractor may not sub-contract or assign its rights (including the right to compensation) or duties arising hereunder without the prior written consent of the City and the Idaho Department of Commerce. Any sub-contractor or assignee will be bound by all of the terms and conditions of this contract.

10. TERMINATION OF CONTRACT

This contract may be terminated as follows:

a. Termination for Convenience

The City may terminate this contract in whole, or in part, for the convenience of the City when both parties agree that the continuation of the project is not in the best interest of both parties and that further expenditure of funds will not produce any results. The parties shall agree in writing, upon the conditions, effective date, and fair and reasonable payment for work completed.

b. Termination for Cause

- i. If the City determines that the Contractor has failed to comply with the terms and conditions of this contract, it may terminate this contract in whole, or in part, at any time before the date of completion. If the Contractor fails to comply with any of the terms and conditions of this contract, the City may give notice, in writing, to the Contractor of any or all deficiencies claimed. The notice will be sufficient for all purposes if it describes the default in general terms. If all defaults are not cured and corrected within a reasonable period as specified in the notice, the City may, with no further notice, declare this Contract to be terminated. The Contractor will thereafter be entitled to receive payment for those services reasonably performed to the date of termination, less the amount of reasonable damages suffered by the City by reason of the Contractor's failure to comply with this contract.
- ii. Notwithstanding the above, the Contractor is not relieved of liability to the City for damages sustained by the City by virtue of any breach of this contract by the Contractor, and the City may withhold any payments to the Contractor for the purpose of setoff until such time as the amount of damages due the City from the Contractor is determined.

11. DOCUMENTS INCORPORATED BY REFERENCE

All applicable federal and state statutes and regulations are incorporated into this contract.

12. CIVIL RIGHTS ACT OF 1964

The Contractor will abide by the provisions of the Civil Rights Act of 1964 that states under Title VI, no person may, on the grounds of race, color or national origin, be excluded from participation in, be denied the benefits of or be subjected to, discrimination under any program or activity receiving federal financial assistance.

13. SECTION 109 OF THE HOUSING AND COMMUNITY DEVELOPMENT ACT OF 1974

The Contractor will comply with the following provision: No person in the United States may, on the grounds of race, color, national origin or sex, be excluded from participation in, be denied the benefits of or be subjected to, discrimination under any program or activity funded in whole or in part, with the funds made available under this title. Any prohibition against discrimination on the basis of age under the Age Discrimination Act of 1975 or with respect to an otherwise qualified handicapped individual as provided in Section 504 of the Rehabilitation Act of 1973 will also apply to any such program or activity.

14. SECTION 3 OF THE HOUSING AND URBAN DEVELOPMENT ACT OF 1968
The Contractor will ensure that, to the greatest extent feasible, opportunities for training and employment arising in connection with this ICDBG assisted project will be extended to lower income project area residents. Further, the Contractor will, to the greatest extent feasible, utilize business concerns located in or substantially owned by residents of the project area in the award of contracts and purchase of services and supplies.
15. MINORITY BUSINESS ENTERPRISE
Consistent with the provisions of Executive Order 11246 and OMB Circular A-102, Attachment O, the Contractor will take affirmative steps to ensure minority businesses are used when possible as sources of supplies, equipment, construction, and services. Additionally, the Contractor must document all affirmative steps taken to solicit minority businesses and forward this documentation along with the names of the minority sub-contractors and suppliers to the (City/ County) upon request.
16. NONDISCRIMINATION
The Contractor will not discriminate against any employee or applicant for employment on the basis of race, color, religion, creed, political ideas, sex, age, marital status, physical or mental handicap or national origin.
17. OWNERSHIP AND PUBLICATION OF MATERIALS
All reports, information, data, and other materials prepared by the Contractor pursuant to this contract are to be the property of the City and the Department which has the exclusive and unrestricted authority to release, publish or otherwise use, in whole or part. All such materials developed under this contract shall not be subject to copyright or patent in the United States or in any other country without the prior written approval of the City and the Department.
18. REPORTS AND INFORMATION
The Contractor will maintain accounts and records, including personnel, property, and financial records, adequate to identify and account for all costs pertaining to this contract and such other records as may be deemed necessary by the City to ensure proper accounting for all project funds, both federal and non-federal shares. These records will be made available for audit purposes to the City or its authorized representative, and will be retained for four (4) years after the expiration of this contract.
19. ACCESS TO RECORDS
It is expressly understood that the Contractor's records relating to this contract will be available during normal business hours for inspection by the City, the Department, the U.S. Department of Housing and Urban Development, the U.S. Comptroller General, Office of Inspector General, and, when required by law, representatives of the State of Idaho.
20. CONSTRUCTION AND VENUE
This Contract will be construed under and governed by the laws of the State of Idaho. In the event of litigation concerning it, venue is the 5th Judicial District in and for the County of Blaine, State of Idaho.

21. INDEMNIFICATION

The Contractor waives any and all claims and recourse against the City, including the right of contribution for loss and damage to persons or property arising from, growing out of or in any way connected with or incident to, the Contractor's performance of this contract except for liability arising out of concurrent or sole negligence of the City or its officers, agents or employees. Further, the Contractor will indemnify, hold harmless, and defend the City against any and all claims, demands, damages, costs, expenses or liability arising out of the Contractor's performance of this contract except for liability arising out of the concurrent or sole negligence of the City or its officers, agents or employees.

22. LEGAL FEES

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

23. SPECIAL WARRANTY

The Contractor warrants that nothing of monetary value has been given, promised or implied as remuneration or inducement to enter into this contract. The Contractor further declares that no improper personal, political or social activities have been used or attempted in an effort to influence the outcome of the competition, discussion or negotiation leading to the award of this contract. Any such activity by the Contractor shall make this contract null and void.

IN WITNESS WHEREOF, the parties hereto have executed this contract on the _____ day of _____, 200__.

CONTRACTOR

CITY/COUNTY OF _____

BY: _____
Contractor

BY: _____
Chief Elected Official's Signature

Title

Title

Date

Date

Attest: _____

Attest: _____

ATTACHMENT A

SCOPE OF WORK

The Contractor shall perform the activities as identified below:

Deleted: under the Grant Writing

The City/County agrees to pay the Contractor a sum, time and material, not to exceed \$ _____ for project planning, project development, preliminary engineering, community design forum meetings and assist in preparing the application for ICDBG funding. This project involves a three block area of River St for redevelopment of this area for a Downtown Revitalization Grant. The work will involve planning for street reconstruction, stormwater, street lighting and bike & pedestrian functionality. Also included are sidewalk connections between the three blocks of River Street and Main Street and a sidewalk along the north side of Bullion Street to the existing park. A topographic survey to be used in the design will be completed for four blocks of River Street between Walnut and Galena, four blocks between River and Main for sidewalk design purposes, and approximately 700 lf of Bullion Street for sidewalk design on the north side. Preliminary designs, cost estimates, rendered graphics and illustrations, and a construction schedule will be deliverable items as a part of this contract.

Deleted: Grant Writing: ¶

Deleted: ing

Comment [jz1]: Diane Temple talked to IDC and they recommended that these be included in the application to help them visualize the project

Performance of Staff: The Contractor will be responsible for the successful performance and completion of services by assigned staff and subcontractors as specified in the scope of work. Contractor will certify staff work is complete and in compliance with all ICDBG program requirements prior to requesting payment for services.

Comment [jz2]: I'm not sure if this is still needed?

Attachment B

Idaho Community Development Block Grant (ICDBG) Agreement Attachment
between Owner and Design Professional

1. **Time of Performance**
The Design Professional's schedule for preparing and delivering shall be as follows:
 - Grant Application Documents and Drawings for review by applicable regulatory agencies and submittal by no later than November 17, 2010.
2. **Environmental Mitigation Measures**
The Design Professional will design the project to comply with mitigation measures as established and identified in the ICDBG environmental review completed in accordance with 24 CFR Part 58.
3. **Clean Air and Water (contracts in excess of \$100,000)**
The Design Professional shall comply with applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 USC 1857h-4 transferred to 42 USC 7607), section 508 of the Clean Water Act (33 USC 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15).
4. **Energy Efficiency**
The Design Professional shall comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163 codified at 42 USCA 6321 et. seq.).
5. **Presentation to Idaho Economic Advisory Council**
The reasonable expenses of travel costs and presentation materials incurred by the Design Professional for the Economic Advisory Council presentation are considered reimbursable expenses not to exceed the maximum amount of \$1,000.
6. **Ownership of Document**
All drawings, specifications, studies, and other material prepared under this contract shall be the property of the Owner and at the termination or completion of the Design Professional's services shall be promptly delivered to the Owner. The Design Professional shall have no claim for further employment or additional compensation as a result of exercise by the Owner of its full rights of ownership. It is understood, however, that the Design Professional does not represent such data to be suitable for re-use on any other project or for any other purpose. If the Owner re-uses the subject data without the Design Professional's written verification, such reuse will be at the sole risk of the Owner without liability to the Design Professional.
7. **Debarment**
The Design Professional by executing this contract certifies that neither it nor any firm, corporation, partnership or association in which it has a substantial interest is designated as an ineligible firm by the Comptroller General of the United States pursuant to Section 5.6(b) of the Regulations of the Secretary of Labor, Part 5 (29 CFR, Part 5).
8. **Reports and Information**
The Design Professional will maintain accounts and records, including personnel, property and financial records, adequate to identify and account for all costs pertaining to this contract and such other records as may be deemed necessary by the Owner to ensure proper accounting for all project funds, both federal and non-federal shares. These records will be made available for audit purposes to the Owner or its authorized representative, and will be retained for three (3) years after the expiration of this contract.
9. **Access to Records**
It is expressly understood that the Design Professional's records relating to this contract will be available during normal business hours for inspection by the Owner, the Department, the U.S. Department of Housing and Urban Development, the U.S. Comptroller General, Office of Inspector General, and, when required by law, representatives of the State of Idaho.
10. **Employee-Employer Relationship**
The contracting parties warrant by their signature that no employer-employee relationship is established between the Contractor and the Owner by the terms of this contract. It is understood by the parties hereto that the Design Professional is an independent contractor and as such neither it nor its employees, if any, are employees of the Owner for purposes of tax, retirement system or social security (FICA) withholding.

11. **Design Professional's Insurance**
The Design Professional warrants that it has obtained, and will maintain at its expense for the duration of this Contract, statutory worker's compensation coverage, employer's liability and comprehensive general liability insurance coverage for its principals and employees for the services to be performed hereunder. The comprehensive general liability insurance shall have, at a minimum, a coverage limit of at least five hundred thousand dollars (\$500,000) per occurrence, and one million dollars (\$1,000,000) aggregate.
12. **Conflict of Interest**
The Design Professional warrants that it presently has no interest and will not acquire any interest, direct or indirect, in the ICDBG project that would conflict in any manner or degree with the performance of its services hereunder. The Design Professional further covenants that, in performing this contract, it will employ no person who has any such interest. Should any conflict of interest, as defined by the ICDBG Administrative Rules, arise during the performance of this contract, it will be disclosed and managed according to the ICDBG rules.
13. **Modification and Assignability of Contract**
This contract contains the entire agreement between the parties, and no statements, promises or inducements made by either party or agents of either party, that are not contained in the written contract, are valid or binding. This contract may not be enlarged, modified or altered except upon written agreement. [The Design Professional may not sub-contract or assign its rights (including right to compensation) or duties arising hereunder without the prior written consent of the Owner and the Idaho Department of Commerce. Any sub-contractor or assignee will be bound by all of the terms and conditions of the Agreement.
14. **Section 109 of the Housing and Community Development Act of 1974**
The Design Professional will comply with the following provision: No person in the United States may, on the grounds of race, color, national origin or sex, be excluded from participation in, be denied the benefits of or be subjected to, discrimination under any program or activity funded in whole or in part, with the funds made available under this title. Any prohibition against discrimination on the basis of age under the Age Discrimination Act of 1975 or with respect to an otherwise qualified handicapped individual as provided in Section 504 of the Rehabilitation Act of 1973 will also apply to any such program or activity.
15. **Section 3 of the Housing and Urban Development Act of 1968**
The Design Professional will ensure that, to the greatest extent feasible, opportunities for training and employment arising in connection with this ICDBG assisted project will be extended to lower income project area residents. Further, the Design Professional will, to the greatest extent feasible, utilize business concerns located in or substantially owned by residents of the project area in the award of contracts and purchase of services and supplies.
16. **Minority Business Enterprise**
Consistent with the provisions of Executive Order 11246 and OMB Circular A-102, Attachment O, the Design Professional will take affirmative steps to ensure minority businesses are used when possible as sources of supplies, equipment, and construction and services. Additionally, the Design Professional must document all affirmative steps taken to solicit minority businesses and forward this documentation along with the names of the minority sub-contractors and suppliers to the Owner upon request.
17. **Nondiscrimination**
The Design Professional will not discriminate against any employee or applicant for employment on the basis of race, color, religion, creed, political ideas, gender, age, marital status, physical or mental handicap or national origin.

Comment [jz3]: I added a sentence to the first page that addresses this.

City of Hailey River Street Revitalization Project

Scope Item	Est. Fee
Topographic Survey and research	\$ 10,298
3-day Design Workshop including prep (4 staff members)	\$ 9,115
Preliminary Design for Pricing	\$ 10,570
Cost Estimate and Construction Schedule	\$ 2,140
Grant Application Documents	\$ 6,150
Travel & per diem	\$ 3,170
Reproducibles	\$ 500
Total	\$ 41,943

Notes:

1. Survey includes River street from Walnut to Galena (four blocks), each side road to Main concentrating on the sidewalks but getting enough data for stormwater calcs and 700 feet from River St to the park on the North side, going to centerline.
2. Preliminary Design includes street reconstruction, stormwater, street lighting, bike & pedestrian functionality for three blocks of River Street, sidewalk connections to Main Street and a sidewalk connection on the north side of Bullion to the park
3. Grant Application Documents includes narrative for engineering, narrative for workshop, illustrative renderings, graphics and presentation of final documents to the Council

A
Design Workshop

	PE Hrs \$110.00	PM Hrs \$90.00	Planning Hrs \$85.00	Eng \$80.00	Drafting \$55.00	Clerical \$45.00
background info - previous studies		4.00		4.00		
base map - combine GIS & survey			4.00			
prepare for workshop		8.00	4.00	4.00		
day 1 (all day)		10.00	10.00	10.00		
day 2 (all day)		10.00	10.00	10.00		
day 3 (morning only)		3.00	3.00	3.00		
Hours	0.00	35.00	31.00	31.00	0.00	0.00
Subtotal	\$ -	\$ 3,150.00	\$ 2,635.00	\$ 2,480.00	\$ -	\$ -

Design Workshop \$ 8,265.00
Design Workshop (ES2) \$ 850.00
Total \$ 9,115

B
Preliminary Design for Pricing (35%)

	PE Hrs 110.00	PM Hrs 90.00	Planning Hrs 85.00	Eng 80.00	Drafting 55.00	Clerical 45.00
Develop alternative Plan			8.00	8.00	8.00	
coordinate with City on selected plan		4.00				
Prelimin Road design				4.00	4.00	
Hydrologic analysis				8.00		
stormwater system design				4.00	4.00	
Landscape Plan			8.00		4.00	
sidewalks to Main & Park				4.00	4.00	
Typical Sections				4.00	2.00	
Review & Edits	4.00				4.00	
Hours	4.00	4.00	16.00	32.00	30.00	0.00
Subtotal	\$ 440.00	\$ 360.00	\$ 1,360.00	\$ 2,560.00	\$ 1,650.00	\$ -

Preliminary Design for Pricing (35%) \$ 6,370.00
Electrical (ES2) \$ 4,200.00
Total \$ 10,570

C
Cost Estimate & Construction Schedule

	PE Hrs 110.00	PM Hrs 90.00	Planning Hrs 85.00	Eng 80.00	Drafting 55.00	Clerical 45.00
Cost Estimate	1.00			16.00		
Construction & Design Schedule	1.00			8.00		
Hours	2.00	0.00	0.00	24.00	0.00	0.00
Subtotal	\$ 220.00	\$ -	\$ -	\$ 1,920.00	\$ -	\$ -

Cost Estimate & Construction Schedule \$ 2,140

D
Grant Application Documents

	PE Hrs 110.00	PM Hrs 90.00	Planning Hrs 85.00	Eng 80.00	Drafting 55.00	Clerical 45.00
Renderings, illustrations			30.00		4.00	
assit with application - workshop write up	0.50		8.00	8.00		1.00
assit with application - engineering write up	0.50		8.00	8.00		1.00
Prep & Presentation to City Council		6.00				
Hours	1.00	6.00	46.00	16.00	4.00	2.00
Subtotal	\$ 110.00	\$ 540.00	\$ 3,910.00	\$ 1,280.00	\$ 220.00	\$ 90.00

Grant Application Documents \$ 6,150

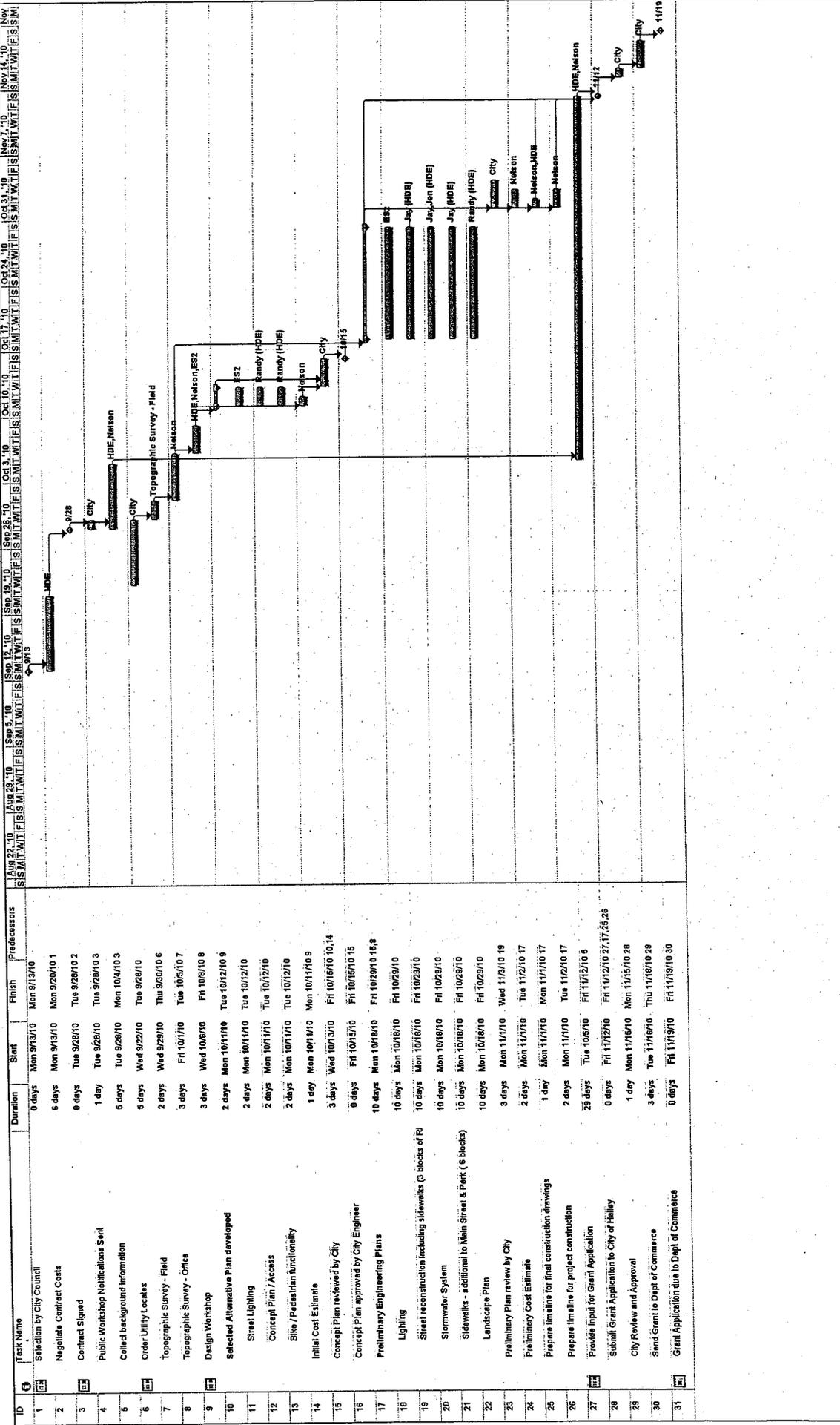
E
Travel and per diem

	Miles @	cost / mile	Per Diem rate	Days	# Persons	Total
HDE - workshop	432	\$ 0.55	\$ 155	3	2	\$ 1,167.60
HDE - presentation to Council	432	\$ 0.55	\$ 155	1	1	\$ 392.60
ES2 - workshop	445	\$ 0.55	\$ 155	1	1	\$ 399.75
Nelson - Survey	420	\$ 0.50	\$ 250	4	1	\$ 1,210.00

total travel and per diem \$ 3,170

Element of Cost			hours	cost	Task Amount
Legal and Utility research					
Labor					
Surv IX	\$120.00	\$120.00	1	\$120.00	\$120.00
Surv IV	\$92.00	\$368.00	4	\$368.00	\$368.00
Total for this task					\$488.00
Establish control / locate property corners					
Labor					
Surv IX	\$120.00	\$120.00	1	\$120.00	\$120.00
Surv IV	\$92.00	\$552.00	6	\$552.00	\$552.00
Surv III	\$65.00	\$390.00	6	\$390.00	\$390.00
Survey Equipment/GPS	\$40.00	\$240.00	6	\$240.00	\$240.00
Mileage	\$0.50	\$100.00	200	\$100.00	\$100.00
Per diem	\$250.00	\$250.00	1	\$250.00	\$250.00
Total for this task					\$1,652.00
Site survey					
Labor					
Surv IX	\$120.00	\$120.00	1	\$120.00	\$120.00
Surv IV	\$92.00	\$3,496.00	38	\$3,496.00	\$3,496.00
Surv III	\$65.00	\$2,470.00	38	\$2,470.00	\$2,470.00
Survey Equipment/total station	\$10.00	\$300.00	30	\$300.00	\$300.00
Mileage	\$0.50	\$110.00	220	\$110.00	\$110.00
Per diem	\$250.00	\$750.00	3	\$750.00	\$750.00
Total for this task					\$7,246.00
Compile field data					
Labor					
Surv IX	\$120.00	\$120.00	1	\$120.00	\$120.00
Surv IV	\$92.00	\$368.00	4	\$368.00	\$368.00
Surv III	\$65.00	\$0.00	0	\$0.00	\$0.00
Survey Equipment/total station	\$10.00	\$0.00	0	\$0.00	\$0.00
Mileage	\$0.50	\$0.00	0	\$0.00	\$0.00
Total for this task					\$488.00
Drafting					
Labor					
Surv IX	\$120.00	\$120.00	1	\$120.00	\$120.00
Surv IV	\$92.00	\$552.00	6	\$552.00	\$552.00
Tech IV	\$75.00	\$600.00	8	\$600.00	\$600.00
Survey Equipment/total station	\$10.00	\$0.00	0	\$0.00	\$0.00
Mileage	\$0.50	\$0.00	0	\$0.00	\$0.00
Total for this task					\$1,272.00
Reviews and edits					
Labor					
Surv IX	\$120.00	\$120.00	1	\$120.00	\$120.00
Surv IV	\$92.00	\$92.00	1	\$92.00	\$92.00
Tech IV	\$75.00	\$150.00	2	\$150.00	\$150.00
Survey Equipment/total station	\$10.00	\$0.00	0	\$0.00	\$0.00
Mileage	\$0.50	\$0.00	0	\$0.00	\$0.00
Total for this task					\$362.00
Total (check sum)				\$11,508.00	\$11,508.00

Mileage & per diem \$1,210.00
Survey Only w/o Mileage & per diem \$10,298.00



ID	Task Name	Duration	Start	Finish	Predecessors
1	Selection by City Council	0 days	Mon 9/13/10	Mon 9/13/10	
2	Negotiate Contract Costs	6 days	Mon 9/13/10	Mon 9/20/10	1
3	Contract Signed	0 days	Tue 9/28/10	Tue 9/28/10	2
4	Public Workshop Notifications Sent	1 day	Tue 9/28/10	Tue 9/28/10	3
5	Collect background information	5 days	Tue 9/28/10	Mon 10/4/10	4
6	Order Utility Locals	5 days	Wed 9/22/10	Tue 9/28/10	4
7	Topographic Survey - Field	2 days	Wed 9/29/10	Thu 9/30/10	5
8	Topographic Survey - Office	3 days	Fri 10/1/10	Tue 10/5/10	7
9	Design Workshop	3 days	Wed 10/6/10	Fri 10/8/10	8
10	Selected Alternative Plan developed	2 days	Mon 10/11/10	Tue 10/12/10	9
11	Street Lighting	2 days	Mon 10/11/10	Tue 10/12/10	10
12	Concept Plan / Access	2 days	Mon 10/11/10	Tue 10/12/10	10
13	Bike / Pedestrian Functionality	2 days	Mon 10/11/10	Tue 10/12/10	10
14	Initial Cost Estimate	1 day	Mon 10/11/10	Mon 10/11/10	10
15	Concept Plan reviewed by City	3 days	Wed 10/13/10	Fri 10/15/10	11, 12, 13
16	Concept Plan approved by City Engineer	0 days	Fri 10/15/10	Fri 10/15/10	15
17	Preliminary Engineering Plans	10 days	Mon 10/18/10	Fri 10/29/10	16
18	Lighting	10 days	Mon 10/18/10	Fri 10/29/10	17
19	Street reconstruction including sidewalks (3 blocks of Rt)	10 days	Mon 10/18/10	Fri 10/29/10	17
20	Stormwater System	10 days	Mon 10/18/10	Fri 10/29/10	17
21	Sidewalks - additional to Main Street & Park (6 blocks)	10 days	Mon 10/18/10	Fri 10/29/10	17
22	Landscape Plan	10 days	Mon 10/18/10	Fri 10/29/10	17
23	Preliminary Plan review by City	3 days	Mon 11/1/10	Wed 11/3/10	18, 19, 20, 21, 22
24	Preliminary Cost Estimate	2 days	Mon 11/1/10	Tue 11/2/10	23
25	Prepare timeline for final construction drawings	1 day	Mon 11/1/10	Mon 11/1/10	24
26	Prepare timeline for project construction	2 days	Mon 11/1/10	Tue 11/2/10	25
27	Provide input for Grant Application	25 days	Tue 10/6/10	Fri 11/2/10	26
28	Submit Grant Application to City of Halley	0 days	Fri 11/2/10	Fri 11/2/10	27
29	City Review and Approval	1 day	Mon 11/8/10	Mon 11/8/10	28
30	Send Grant to Dept of Commerce	3 days	Tue 11/9/10	Thu 11/18/10	29
31	Grant Application due to Dept of Commerce	0 days	Fri 11/9/10	Fri 11/9/10	30

Summary
 Project Summary
 External Tasks
 External Milestones
 Deadline
 Task Split

