

AGENDA ITEM SUMMARY

DATE: 10/12/10 DEPARTMENT: Building DEPT. HEAD SIGNATURE: DF

SUBJECT: City Council to authorize the mayor to sign the Third Party Plan Review Agreement and make payment to Shums Coda in the amount of \$4,826 for plan review services for the Multi-Purpose Arena.

AUTHORITY: X ID Code _____ IAR _____ x City Ordinance/Code Title 15
Municipal Code
(IF APPLICABLE)

BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:

Due to the nature of the facility and in order to expedite the plan review process as much as possible, it was recommended by staff to have the plans reviewed by a third party plan review firm. Shums Coda was recommended based on price (50% of usual fee), guaranteed quick turn around (5 days for 1st review) and past history as being professional and thorough.

FISCAL IMPACT / PROJECT FINANCIAL ANALYSIS: Caselle # _____

Budget Line Item # N/A YTD Line Item Balance \$ N/A
Estimated Hours Spent to Date: 20 + Estimated Completion Date: 10/10
Staff Contact: David Ferguson Phone # 788-9815 Ext 16
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:

Motion to approve the agreement and authorize the 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

THIRD PARTY PLAN REVIEW AGREEMENT

THIS AGREEMENT, made and entered into this 8th day of October, 2010, by and between The City of Hailey, Idaho, hereinafter referred to as the ("Applicant"), and Shums Coda Associates, Inc. (SCA) hereinafter referred to as the ("Jurisdiction Plan Reviewer").

WITNESSETH:

Whereas, County/City of Hailey, Idaho ("Jurisdiction"), allows an applicant to contract directly with a qualified third party plan reviewing firm to perform such plan reviewing services;

Whereas, Applicant desires to enter into a third party agreement with Jurisdiction Plan Reviewer to perform such plan reviewing services;

Whereas, Jurisdiction Plan Reviewer is qualified to provide such services in accordance with the terms and conditions hereinafter set forth;

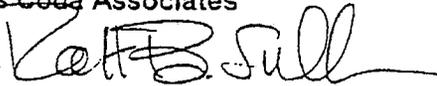
NOW, THEREFORE, the parties hereto agree to follows:

- A. Applicant intends to: Construct Multi-Purpose Arena of approximately 29,438 sq ft. (hereinafter called the "Project"). Jurisdiction Plan Reviewer agrees to perform the following services for the jurisdiction with respect to the project: Plan review in conformance to the 2006 International Building Codes as amended by the City of Hailey, Idaho.
- B. Applicant agrees to compensate Jurisdiction Plan Reviewer by direct payment. Such compensation to Jurisdiction Plan Reviewer shall not be in lieu of other fees charged by the Jurisdiction. The Applicant further agrees that Jurisdiction Plan Reviewer's responsibilities with respect to this project are to the Jurisdiction as an official of the Jurisdiction, and not to the Applicant. The compensation for such services shall be as follows: \$ 4,826.00 (Four Thousand Eight Hundred and Twenty - Six Dollars).
- C. Payment must be received before final approval of plans.
- D. Turn around for this project will be 5 working days from receipt of plans.
- E. Price includes all reviews including deferred submittals through approval of plans.

IN WITNESS WHEREOF, the parties hereby execute this agreement upon the terms and conditions stated above and the "PROVISIONS OF AGREEMENT" following the signatures below.

Jurisdiction Plan Reviewer:

~~Shums Coda Associates~~



By:

Robert B. Sullivan, CFO

Title: Principal

Applicant:

By: _____

(name)

Title: _____

SEE THE REVERSE SIDE OF THIS AGREEMENT FOR THE PROVISIONS OF AGREEMENT

1. Jurisdiction Plan Reviewer shall review the plans prepared by or on behalf of Applicant for compliance with Jurisdiction regulations normally enforced by the building official. When Jurisdiction so desires, Jurisdiction Plan Reviewer may maintain a liaison with other Jurisdiction departments in order that the requirements of those departments can be incorporated within such building plans. When satisfied that all building related conditions of acceptance and the appropriate requirements of the Jurisdiction's regulations have been met, Jurisdiction Plan Reviewer shall advise the Building Department Jurisdiction Plan Reviewer of its recommendation that permits may be issued by Jurisdiction.

2. This agreement shall be binding upon the heirs, executors, administrators, successors and assigns of each of the parties.

3. This agreement shall not be assigned by any party without the prior written consent of the other parties.

4. This agreement contains the entire agreement between the parties relating to the Project and the provision of services to the Project. Any prior agreements, promises, negotiations or representations not expressly set forth in this agreement are of no force or effect. Subsequent modifications to this agreement shall be in writing and signed by all parties.

5. The waiver of any term, condition, or covenant, or breach of any term, condition, or covenant, shall not constitute the waiver of any other term, condition, or covenant, or the breach of any other term, condition, or covenant.

6. If any term, condition, or covenant of this agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions of this agreement shall be valid and binding.

7. This agreement shall be governed by and construed in accordance with the laws of the State of Idaho.

8. All original papers, documents, drawings and other instruments of service of Jurisdiction Plan Reviewer, and copies thereof, produced by Jurisdiction Plan Reviewer pursuant to this agreement, except documents which are required to be filed with public agencies, shall remain the property of Jurisdiction Plan Reviewer.

9. Applicant acknowledges that its right to utilize the services and work product provided pursuant to this agreement will continue only so long as Applicant is not in default pursuant to the terms and conditions of this agreement and Applicant has performed all obligations under this agreement.

10. Upon written request, Applicant shall execute and deliver, or cause to be executed and delivered, such additional instruments, documents, governmental fees and charges which are necessary to perform the terms of this agreement.

11. Jurisdiction Plan Reviewer makes no representations concerning soil conditions unless specifically included in writing in this agreement.

12. Applicant agrees not to use or permit any other person to use instruments of service prepared by Jurisdiction Plan Reviewer, which are not final and which are not signed and stamped or sealed by Jurisdiction Plan Reviewer. Applicant agrees to be liable and responsible for any such use of nonfinal instruments of service not signed and stamped or sealed by Jurisdiction Plan Reviewer and waives liability against Jurisdiction Plan Reviewer for their use. Applicant further agrees that final instruments of service are for the exclusive use of jurisdiction and may be used by Jurisdiction only for the Project described on the face hereof. Such final plans, drawings, or instruments of service may not be changed nor used on a different project without the written authorization or approval by Jurisdiction Plan Reviewer or Jurisdiction.

13. Jurisdiction Plan Reviewer has a right to complete all services agreed to be rendered under this contract. In the event this contract is terminated prior to completion of all services, unless Jurisdiction Plan Reviewer is responsible for such termination, Applicant shall release Jurisdiction Plan Reviewer from all liability for work performed.

14. Jurisdiction Plan Reviewer shall be entitled to immediately, and without notice, suspend the performance if any and all of its obligations under this agreement if Applicant files a voluntary petition seeking relief under the United States Bankruptcy Code or if there is an involuntary bankruptcy petition filed against client in the United States Bankruptcy Court, and that petition is not dismissed within fifteen (15) days of its filing.

15. This agreement shall not be construed to alter, affect or waive any lien or stop notice right which Jurisdiction Plan Reviewer may have for the performance of services pursuant to this agreement. Applicant also agrees to separately provide to Jurisdiction Plan Reviewer the present name and address of the record owner of the project property. Applicant also agrees to separately provide Jurisdiction Plan Reviewer with the name and address of any and all lenders who would loan money on the project and who are entitled to receive a preliminary notice.

16. If applicant fails to pay Jurisdiction Plan Reviewer within thirty (30) days after invoices are rendered, Applicant agrees Jurisdiction Plan Reviewer shall have the right to consider such default a material breach of this entire agreement, and, upon written notice, the duties, obligati

and responsibilities of Jurisdiction Plan Reviewer under this agreement are terminated. In such event, Applicant shall promptly pay Jurisdiction Plan Reviewer for all fees, charges and services provided by Jurisdiction Plan Reviewer up to the date contract is terminated.

17. All fees and other charges are due upon completion of the first plan check unless otherwise specified in this agreement.

18. Applicant agrees that the periodic billings from Jurisdiction Plan Reviewer to Applicant are correct, conclusive, and binding on client unless Applicant within thirty (30) days from the date of receipt of such billing, notifies Jurisdiction Plan Reviewer in writing of alleged inaccuracies, discrepancies, or errors in the billing.

19. Applicant agrees to pay a monthly late payment charge, which will be the lesser of, one and one-half percent (1-1/2%) per month, or a monthly charge not to exceed the maximum legal rate, which will be applied to any unpaid balance commencing thirty (30) days after the date of the original billing.

20. Applicant shall pay the costs of checking and inspection fees, zoning and annexation application fees, assessment fees, soils engineering fees, soils testing fees, aerial topography fees, and all other fees, permits, bond premiums, title company charges, blueprints and reproductions, and all other charges not specifically covered by the terms of this agreement.

21. In the event all or any portion of the work prepared or partially prepared by Jurisdiction Plan Reviewer be suspended, abandoned, or terminated, Applicant shall pay Jurisdiction Plan Reviewer for all fees, charges and services provided for the project, to the date of termination, not to exceed any contract limit specified herein. Applicant acknowledges if the project work is suspended, for a period of 60 days and restarts, there will be additional charges to suspension of the work which shall be paid for by Applicant as extra work.

22. Jurisdiction Plan Reviewer is not responsible for delay caused by activities or factors beyond Jurisdiction Plan Reviewer's reasonable control, including but not limited to, delays by reason of strikes, lockouts, work slowdowns or stoppages, accidents, acts of God, failure of Applicant to furnish timely information, faulty performance by Applicant or contractors or governmental agencies. When such delays beyond Jurisdiction Plan Reviewer's reasonable control occur, Applicant agrees Jurisdiction Plan Reviewer is not responsible in damages nor shall Jurisdiction Plan Reviewer be deemed to be in default of this agreement.

23. In the event that any party institutes a suit against another, either by complaint or by way of cross-complaint, including a cross-complaint for indemnity, for alleged negligence, error, omission, or other failure to perform, the losing party will pay the prevailing party's attorneys fees and costs.

24. **DELETED**

25. Applicant acknowledges that Jurisdiction Plan Reviewer is not responsible for the performance of work by third parties including, but not limited to, the construction contractor and its subcontractors.

26. Applicant acknowledges that Jurisdiction Plan Reviewer's scope of services for this project does not include any work related in any way to asbestos and/or other hazardous waste. Should Jurisdiction Plan Reviewer or any other party encounter such materials on the job site, or should it in any other way become known that such materials are present or may be present on the job site or any adjacent or nearby areas which may affect Jurisdiction Plan Reviewer's work, Jurisdiction Plan Reviewer may, at its option, terminate work on the project until such time as Applicant retains a specialist contractor to abate and/or remove the asbestos and/or hazardous waste materials and warrant that the job site is free from any hazard which may result from the existence of such materials.

27. Applicant agrees to save, keep harmless, indemnify and defend Jurisdiction, Jurisdiction Plan Reviewer and their officers, employees and agents from all claims, liability, damages and costs, including attorneys fees, caused by any act, error or omission on the part of Applicant or on the part of its officers, employees, agents, consultants, contractors or subcontractors.

28. This agreement shall be interpreted as though prepared by all parties.

AGENDA ITEM SUMMARY

DATE: October 18, 2010 DEPARTMENT: PW DEPT. HEAD SIGNATURE: TH

SUBJECT: Motion to ratify mayor's signature on contract with Thornton Heating and Sheet Metal to install an Energy Recovery Ventilator (ERV), exhaust fan and temperature and gas sensing controls at the Wastewater Treatment Plant headworks building. This is for the EECBG grant project.

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

BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:

On September 27, 2010, the Hailey City Council authorized the award of contract to Thornton Heating and Sheet Metal for this work at a not-to-exceed amount of \$45,117. Since this approval, further review of Engineering work determined that this not-to-exceed amount was reduced by \$1,500 (\$43,617).

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

ACKNOWLEDGEMENT BY OTHER AFFECTED CITY DEPARTMENTS: (IF APPLICABLE)

- | | | |
|---|---|---|
| <input type="checkbox"/> City Administrator | <input type="checkbox"/> Library | <input type="checkbox"/> Safety Committee |
| <input checked="" type="checkbox"/> City Attorney | <input type="checkbox"/> Mayor | <input type="checkbox"/> Streets |
| <input type="checkbox"/> City Clerk | <input type="checkbox"/> Planning | <input type="checkbox"/> Treasurer |
| <input type="checkbox"/> Building | <input type="checkbox"/> Police | _____ |
| <input type="checkbox"/> Engineer | <input checked="" type="checkbox"/> Public Works, Parks | _____ |
| <input type="checkbox"/> Fire Dept. | <input type="checkbox"/> P & Z Commission | _____ |

RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD:

Motion to ratify mayor's signature on contract with Thornton Heating and Sheet Metal.

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)

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 Thornton Heating and Sheet Metal

(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, equipment and labor necessary to install an Energy Recovery Ventilator (ERV), exhaust fan and temperature and gas sensing controls to the Wastewater Treatment Plant headworks building. 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. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.02 *Dates for Substantial Completion and Final Payment*

A. The Work will be substantially completed on or before December 31, 2010, and completed and ready for final payment in accordance with paragraph 14.07 of the General Conditions on or before January 31, 2011.

4.03 *Liquidated Damages*

A. CONTRACTOR and OWNER recognize that time is of the essence of this Agreement and that OWNER will suffer financial loss if the Work is not completed within the times specified in paragraph 4.02 above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by OWNER if the Work is not completed on time. Accordingly, instead of requiring any such proof, OWNER and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty), CONTRACTOR shall pay OWNER \$100.00 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 \$100 for each day that expires after the time specified in paragraph 4.02 for completion and readiness for final payment until the Work is completed and ready for final payment.

ARTICLE 5 - CONTRACT PRICE

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

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

Forty Three Thousand Six Hundred Seventeen and no/100 dollars (\$43,617.00)
(use words) (figure)

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

ARTICLE 6 - PAYMENT PROCEDURES

6.01 *Submittal and Processing of Payments*

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

6.02 *Progress Payments; Retainage*

A. OWNER shall make progress payments on account of the Contract Price on the basis of CONTRACTOR's Applications for Payment on or about the 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 equal to 100% of contract amount
 3. Payment Bond equal to 100% of contract amount
 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.

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 _____, 2010 (which is the Effective Date of the Agreement).

OWNER:

Rick Dan

By: _____

[CORPORATE SEAL]

Attest _____

Address for giving notices:

(If OWNER is a corporation, attach evidence of authority to sign. If OWNER is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of OWNER-CONTRACTOR Agreement.)

Designated Representative:

Name: *Thomas Heenan*

Title: *CITY ENGINEER*

Address: *115 MAIN ST. S*

HAILEY, ID 83333

Phone: *(208) 789-9830 x 154*

Facsimile: *(208) 788-2924*

CONTRACTOR:

By: _____

[CORPORATE SEAL]

Attest _____

Address for giving notices:

License No. _____

(Where applicable)

Agent for service of process: _____

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

Designated Representative:

Name: _____

Title: _____

Address: _____

Phone: _____

Facsimile: _____

Thornton Heating & Sheetmetal

12608 Highway 75
Ketchum ID. 83340
208-726-5520 fax 208-725-5269

Proposal

DATE October 8, 2010
Proposal # 3120

To: City Of Hailey

Job Name: Waste Water Treatment Plant

Page # 1 of 2 Pages

Description	AMOUNT
Energy Recovery Retrofit Per RFP Dated 08/02/2010 City Of Hailey WWTP ERV (Energy Recovery Retrofit)	
-One state HVAC permit	\$606.00
-Demo and capping of the old ductwork (not equipment and duct connections)	\$225.00
-One Xetex ERV with frost control / economizer damper installed	\$17,234.00
-One Airedale make up air unit installed	\$9,175.00
-One Penn Berry exhaust fan installed	\$3,158.00
-Ductwork with 2" duct liner outside and uninsulated inside	\$7,810.00
-Grills, screens, and filters	\$595.00
-Controls and low voltage wiring (no conduit)	\$850.00
-Gas connection to unit	\$150.00
-Fire, adjust, balance, test, and onsite training	\$720.00
-Flashing and sealing the wall penetrations	\$340.00
-Drains to ?	\$150.00
-ToxAlert sensors	\$2,604.00
Budget Number	\$150.00
Not included is concrete cutting/coring, line voltage electrical, or gas piping	
TOTAL	\$ 43,617.00

Terms: 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 the original plans will become an extra charge over and above the original figure. Bid or estimate good for 30 days; upon acceptance, good for 6 months. A bid constitutes a firm price for work to be done* an estimate will be done on time and material actually used, and can exceed or fall short of estimated price.

Authorized Signature _____

Acceptance of Proposal _____ Date _____