
From: Brett Stevenson [bstevenson@idahoconservation.org]

Sent: Friday, October 22, 2010 4:02 PM

To: Rick Davis1; Heather Dawson

Subject: FW: Water quality

Hi Rick and Heather,

Please have a look and forward as needed.

Attached is a letter to Governor Otter regarding the funding of water quality monitoring in Idaho. I am asking the City of Hailey to sign on to it.

If you are not aware of the situation here is some background:

In 2008 and earlier, DEQ was operating 6 ambient monitoring programs across the state. In 2009, DEQ lost all state funding for water quality monitoring. No field crews collected data, partnerships were severed and staffing was cut. Governor Otter and the Legislature have continued to suspend monitoring over the past two years. It does not appear that the Governor has plans to restore any funding for clean water in Idaho in the upcoming budget cycle.

The ambient monitoring program supports the following DEQ/EPA actions:

-Approval of the Integrated Report. Submitted every two years to EPA (2010 and 2012) this report summarizes the quality of Idaho's waters, and serves as a guide for developing Total Daily Maximum Loads or TMDLs, and listing or delisting 303(d) streams. DEQ will have very limited data in 2012 and will be unable to demonstrate justification of any water quality decision made.

-Revision or update of water quality standards. Revised per constituent every 3 years. Without ambient water quality data, revisions or updates to water quality standards are not defensible and open for challenges under the Clean Water Act.

-Approval for National Pollutant Discharge Elimination System or NPDES permits, creation of TMDLs, and trading incentives, and EPA approval for Idaho water quality standards in 2012. This will significantly impact business ability to receive and/or modify NPDES permits for Idaho waters.

The threats to clean water do not go away just because the state has significantly reduced monitoring. In the last few months, EPA has fined 3 CWA violators in Idaho. In the last year the state has spent tens of millions of federal and state (taxpayer) dollars to clean up the Coeur d'Alene Basin and many other polluted waters. Many cities throughout the state are looking to find solutions through pollutant trading programs – all supported through monitoring data, the NPDES program, and ongoing TMDL work. As metal prices rise, mining companies continue to propose new mines all over Idaho. This is not the time to sit on our laurels and simply hope that Idaho's water stays clean.

Please have a look at the letter and let me know if you are willing to sign on with other counties and cities around the state.

Thanks!

Brett

Brett Stevenson

Central Idaho Associate

Idaho Conservation League

PO Box 2671, Ketchum, ID 83340

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<http://www.idahoconservation.org> • <http://www.idahoconservation.org/blog>

November 8, 2010

Dear Governor Otter,

Idaho's clean water is a priceless asset. As community leaders, and often community water providers, Idaho's cities understand the importance of protecting water quality in the Gem State. The benefits of clean water range from irrigating crops, to clean drinking water, to attracting businesses to our communities, to the sparkling rivers and lakes that draw millions of visitors, and the myriad other ways we all use water every day. Like any asset, Idaho's clean water should be managed and used wisely. After all, an Idaho potato is 80 percent water.

In 2009, and again in 2010, Idaho's lawmakers removed state funding for one of the state's basic government functions: monitoring Idaho's clean water to keep it safe from pollution.

Certainly, in these difficult economic times, we have all been forced to tighten our belts. Idaho's cities have experienced similar budget woes and have been forced to make difficult decisions. Many of Idaho's communities are in need of assistance for costly improvements to waste water and drinking water facilities. This is a problem that will not go away and is further exacerbated by Idaho's lack of water quality information. Whether it will hold up water permitting processes in our communities or require city water providers to shoulder the burden of cleaning up drinking water, not having up to date water information spells an expensive future for Idaho communities.

The longer the state goes without monitoring its clean water, the more vulnerable Idaho's waters and families. When it comes to clean water, ignorance isn't bliss. Idaho's Department of Environmental Quality needs adequate resources to ensure our waters are not polluted and, as you know, it is cheaper to protect clean water than to try to clean water up after it is polluted. Pinching pennies now will inevitably cost far more for the state and Idaho's cities in the near future.

Idaho's lakes, rivers, and streams are the lifeblood of our unique quality of life and draw millions of visitors each year. Whether attracting business, tourism, or promoting healthy families – we *all* need clean water. Time and time again, water quality protection emerges as the number one environmental concern for Idahoans. A fully funded water monitoring program is not a large expenditure, roughly 30 cents per Idahoan. This is not simply the cost of doing business; it is a solid investment in the future of Idaho.

We understand what is at stake – Idaho's economic vitality, healthy lakes, rivers and streams, healthy families, and our unprecedented quality of life. We ask you, Governor Otter, to fully reinstate water quality monitoring budgets in this budgeting cycle.

Thank you.

Sincerely,

Rick Davis



October 29, 2010
Proposal No.: BP10423

Mr. Tom Hellen
City of Hailey Public Works
115 Main Street South
Suite H
Hailey, ID 83333
(208) 788-4221

RE: **PROPOSAL**
Construction Materials Testing and Special
Inspection Services
Hailey Rodeo Park
Hailey, Idaho

Dear Mr. Hellen:

Strata, A Professional Services Corporation (STRATA) is pleased to present this proposal to provide construction materials testing (CMT) and special inspection services for the above referenced project. We are confident that STRATA and our team of professionals can provide the required testing and special inspection services in a timely and professional manner to meet the project requirements, facilitate the construction schedule, and add value to the project. Through this proposal we will demonstrate that STRATA has an understanding of the project, the necessary and relevant experience, appropriate certifications, competitive fees, and a professional approach to be a valued part of the project team.

We emphasize the importance of providing certified and experienced personnel to lend the City of Hailey and Kreizenbeck Constructors (Kreizenbeck) the confidence that throughout construction of the project, specifications are being adhered to helping to protect The City of Hailey's investment and provide confidence to the design team that construction is accomplished according to the project plans and specifications.

The following paragraphs describe our understanding of the project and our anticipated scope of services. We have included in our Preliminary Fee Estimate (Estimate), which is based on the referenced sources listed below and our experience with similar projects within this jurisdiction, rates which will remain in effect for the duration of the project.

We have prepared this proposal based on the project plans and specifications, prepared by:

- Ruscitto/Latham/Blanton Architectura (architectural), dated September 23, 2010;
- Galena Engineering, Inc. (civil), dated November 26, 2009;
- Ruscitto/Latham/Blanton Architectura (structural), dated September 23, 2010;

At the time of the preparation of this proposal, we had not had the opportunity to review the contractor's construction schedule, or geotechnical evaluation. However, we have based our Estimate on certain assumptions, which we believe are consistent with current construction

practices. These assumptions are detailed on the corresponding Estimate. We request that we have the opportunity to review the contractor's construction schedule, as well as the geotechnical evaluation as they become available, and modify our Estimate accordingly. Based on our understanding of the project, we anticipate our services will consist of the following:

- 1) Observation and density testing during site grading and utility trench backfill;
- 2) Special inspection of reinforcement steel and embedded items prior to concrete placement;
- 3) Sampling and field testing of concrete;
- 4) Special inspection during the placement and consolidation of structural concrete;
- 5) Special inspection for reinforcement and grouting of masonry walls;
- 6) Special inspection of structural steel construction (field welding and high-strength bolting);
- 7) Special inspection during the installation of drilled-in-anchors (chemical epoxy or expansion type anchors), and;
- 8) Sampling and laboratory testing of various construction materials.

Our anticipated scope of service is detailed in the following section.

SCOPE OF SERVICE

Project Team

STRATA will assign a project manager to the project to provide supervision and technical oversight of our services. This individual will be Mr. Greg Mugavero, CMT Department Manager. Mr. Mugavero will be supported by Mr. Luther Livingston, CMT Coordinator, who will be responsible for the coordination and scheduling of our special inspection, field observation and laboratory testing services. Mr. Mugavero will supervise our staff of experienced, certified testing and special inspection professionals. Additionally, Mr. Mugavero will act as the liaison with The City of Hailey and Kreizenbeck to coordinate project needs, address contract and payment issues, and act as the point of contact for STRATA's services. Staff assignment will be dependent on the nature of the testing or special inspection required. Luther Livingston will be assigned as our local primary special inspector, who possesses multiple certifications and experience and will provide the majority of the special inspection and testing necessary, thereby increasing the effectiveness and efficiency associated with our services. This individual will be supported by other testing professionals as dictated by the project schedule and testing/special inspection requirements.

Pre-Construction Meetings

STRATA's primary inspector will attend a pre-construction conference with Kreizenbeck and The City of Hailey to review the special inspection and materials testing requirements for the project. Additionally, we recommend that during this meeting we address requirements for reporting, scheduling, STRATA's role and responsibilities, inspection and testing personnel qualifications, and project safety requirements. We will also attend subsequent pre-installation meetings with the general contractor and their subcontractors for specific construction applications (e.g. concrete, masonry, and structural steel construction). Our site and



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management personnel will be available to attend additional project related meetings as requested by The City of Hailey or Kreizenbeck .

Earthwork Observation, and Testing Services

STRATA will provide a field professional to perform observation and compaction testing services during site preparation/grading, and backfilling of utility trenches as established in the project geotechnical evaluation documents (plans, specifications, and engineering evaluation reports). Compaction testing will be performed as required by the project specifications and the geotechnical report. Our personnel will sample any on-site and imported materials used for backfill and transport these samples to our laboratory for appropriate testing. Our services will be provided on a periodic basis during site grading and backfilling operations and coordinated with the contractor or your project representative.

Special Inspection of the Placement of Reinforcing Steel and Embedded Items

STRATA will provide an International Code Council (ICC) certified special inspector to verify the placement of reinforcing steel and embedded items prior to the placement of concrete. Our inspection of reinforcing steel and embedded items will include verification of type, grade, size, cleanliness, lap splice, clearance, coverage, general placement of reinforcing steel/embedded items and conformance with project plans and specifications. Any discrepancies will be reported to the contractor for correction prior to the placement of concrete. If discrepancies are uncorrected, we will notify you and other designated persons of non-compliant conditions. We anticipate that the general contractor will supply the required documentation of reinforcing steel (mill certifications reports), eliminating the need for STRATA to perform compliance testing, though these services can be performed.

Special Inspection and Testing of Concrete

STRATA will provide an ICC-certified special inspector to provide observation during concrete placement and consolidation operations. Additionally, our personnel will perform sampling and field testing of concrete including casting of compression test cylinders for strength verification purposes. Our field services will include testing for slump, temperature (concrete and ambient), air content, verification of mix design, and casting of compression test specimens. All sampling and field-testing of concrete will be conducted by personnel certified by the American Concrete Institute (ACI) as a Concrete Field Testing Technician - Grade I. We have assumed that one set of four compression test cylinders will be required for each day's pour of 150 cubic yards or once for each day's placement. One 4" X 8" field cured compression test cylinder will be tested at seven days age, two will be tested at twenty-eight days age, and the remaining cylinder will be held for future testing if necessary. Hold specimens will be discarded if the twenty-eight day tests achieve design strength (f_c) unless we receive specific instructions otherwise. We will notify The City of Hailey and Kreizenbeck via telephone should the test results of the seven day test achieve less than 70% of the design strength (f_c). Results of concrete compressive strength testing will be distributed via email to the distribution list established during the preconstruction meeting, unless directed otherwise. Additional compression test cylinders may be required depending on the contractors scheduling of concrete placement. We will pick up and deliver concrete compression specimens to our laboratory for the appropriate testing. If necessary we can provide compliance testing of other materials (i.e. reinforcing steel, aggregates, cement, etc.).



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Masonry Special Inspection and Testing

We will provide an ICC-certified special inspector to provide continuous special inspection during the placement of grout and during the sampling of mortar, grout, and/or concrete masonry units (CMU). Also, we will provide periodic special inspection during the placement of CMU, mortar, reinforcing steel, and items embedded in masonry. We will also sample and test construction materials including: composite masonry prisms, for each 5,000 SF of masonry construction, as required by the project documents and applicable codes. We will deliver these samples to our laboratory for appropriate testing. We have based our Estimate on the assumption that the contractor will utilize low-lift grouting techniques during construction of the CMU walls. The actual cost of CMT and special inspection may vary depending on grout placement method.

In-shop Structural Steel Fabrication Special Inspection

We have based our proposal on the assumption that fabrication of structural steel will be completed in the facility of an approved/certified fabricator eliminating the need for regular special inspection and/or non-destructive examination (NDE) at the fabrication shop, as required by the project plans and specifications. We understand that if the contractor opts to use a non-certified, non-approved steel fabricator, then the responsibility of special inspection and NDE at the fabrication shop are the responsibility of the contractor, we will provide a separate Estimate for those services if needed. Though not included in our Estimate, we recommend you consider an initial visit the steel fabrication facility by STRATA to review their quality control procedures, welding procedures, welder qualifications, material documentation (certified mill reports), identification and storage, and shipping practices. Also, we have assumed that compliance testing of structural steel will not be required.

Structural Steel Field Welding Observation

STRATA will provide a special inspector certified by either the American Welding Society (AWS-CWI) or ICC to observe welding operations during structural steel erection and connection at the project location. This will be done on a periodic or continuous basis as dictated by the approved drawings and applicable codes. Our services include the review of the contractor's welding procedure specifications (WPS) for conformance with the project plans, specifications and AWS codes, adherence to approved WPS, observation of welder certifications, material identification and documentation, joint fit-up, pre/post-weld heat treatment, weld size, quality, and profile, on site storage and use of materials (i.e. steel, filler metals, etc.), general compliance of structural steel construction to the project requirements and applicable codes, and documentation of completed welding, any deviations from the approved plans and corrective action. These services will be performed as applicable on structural steel members, metal decking, headed shear studs, cold-formed steel stud framing, and steel joists.

Structural Steel High-Strength Bolting Observation and Testing

STRATA will also provide an ICC-certified special inspector to observe the installation and tightening of high strength bolts as dictated on the approved project plans. We will perform tension testing of bolts using a Skidmore Bolt Tension measuring device to establish compliance with the project requirements. In addition to a visual inspection to verify the proper tightening and detachment of bolt-spline tension indicators, we will perform torque testing on a minimum of 10% of the bolt connections. Also, we will provide continuous observation any bolts tightened using the turn-of-nut method.



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Special Inspection of Drilled-In-Anchors (Epoxy/Expansion Anchors)

If required, STRATA will provide an ICC-certified special inspector to observe the installation of reinforcing steel/anchor bolts using either a chemical epoxy or expansion type anchor, as specified. Our field services will include verification of the size, depth, spacing, and cleanliness of holes to receive the reinforcing steel/anchor. We will also verify adherence with the manufacturer's specification for the chemical epoxy/expansion anchor. We do not anticipate the need to perform pull/load/torque-testing services of reinforcing steel bars/anchor bolts installed using the above reference applications as part of our scope of services.

Laboratory Testing

We anticipate that compliance testing of soil, masonry, and concrete will be required during this construction. Testing will occur at STRATA's laboratory in Bellevue and/or Boise, Idaho. Reports of laboratory testing will be distributed as established in the respective preconstruction/pre-installation meetings.

Technical Management & Reports

Our project manager will review the daily progress reports generated by our field staff during construction. Items found in non-compliance with the project requirements will be brought to the immediate attention of the contractor for correction; additionally we will notify the designated design professionals and your project representative. As re-inspection items can have a serious impact on our budget, our project manager will review the daily progress reports to monitor items requiring re-inspection and the hours involved in these re-inspections. These items will be documented and this information will be forwarded to you periodically for appropriate action and tracking of potential change orders and/or back charges. Upon completion of the project, we will provide a final summary report to document the construction materials testing and special inspection services conducted. Administrative time to set-up your project to accommodate monthly itemized invoicing and reporting of our findings has been included in our Estimate. If additional supporting documentation or specialized invoicing is required, additional administrative time may be required to accommodate your request.

ESTIMATED FEE

Our services will be provided on a time-and-expense basis in accordance with the rates established in the attached Estimate, which will remain in effect through the duration of the project. Overtime for our field staff will incur a \$37.50 per hour surcharge to our standard rate for time in excess of 8 hours during one day (Monday through Friday) and all hours on weekends and holidays, and hours outside of normal construction hours (8:00 am – 5:00 pm). This proposal excludes the cost of any equipment (e.g. scaffold, scissor lifts, telescopic booms, ladders, trench shoring) to gain access to any area requiring inspection or sampling of materials. Our services will be billed on a portal-to-portal basis from our Bellevue office.

In order to better service your project, we request that you please schedule at least 24 hours in advance of the needed service. Calls for services with less than 8 hours notification may incur additional Short Notice fees equivalent to 2 hours of the scheduled service. Likewise, calls for service that are cancelled within 2 hours of the scheduled arrival time may incur similar fees.

Our budget will be directly affected by the general contractors schedule, workforce, jurisdictional requirements and events which occur during the duration of the project which cannot always be



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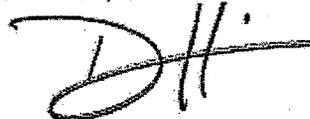
predicted in advance. We understand that our services will be provided at the request of your project representative. In the event that construction activities result in additional fees beyond those described herein, we will contact you for additional written budget increase, if necessary.

We will perform these services under the attached *General Conditions for Construction Observation and Materials Testing*. If there is a need for any change in the contract terms, scope of services, or schedule described in this proposal, please call us immediately. Changes may require revision of the proposed fee, which will be communicated to you upon assessment of the requested changes' effect on the fee.

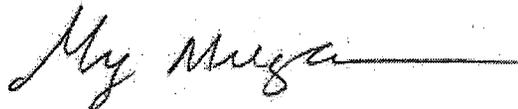
STRATA personnel take pride in their ability to provide timely and professional service for our clients and we feel you will be pleased with the selection of our firm. We appreciate the opportunity to be of service and look forward to furthering our relationship with The City of Hailey and Kreizenbeck on this project. Please contact either of the undersigned at (208) 376-8200 if you have questions regarding this submittal.

Respectfully submitted,

STRATA, Inc.



Don Hill
CMT Project Manager



Greg Mugavero
CMT Department Manager

DJH

Enclosure: Preliminary Fee Estimate
General Conditions for Construction Observation and Materials Testing



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STRATA, INC.
GENERAL CONDITIONS FOR
CONSTRUCTION OBSERVATION AND MATERIALS TESTING

Proposal No./Proposal Date BP10423/OCTOBER 29, 2010	Client Name CITY OF HAILEY PUBLIC WORKS DEPARTMENT
Project Name HAILEY RODEO PARK	Project Location HAILEY, IDAHO

SCOPE OF SERVICES. STRATA Geotechnical Engineering and Materials Testing, Inc. (hereinafter "STRATA") shall perform the scope of services detailed in the proposal attached to these General Conditions. This Agreement may only be amended in writing and with the consent of both parties. STRATA can provide different levels of comprehensiveness in our services, for a corresponding increase or decrease in our fees. By signing the Agreement, Client acknowledges that it has reviewed STRATA's scope of services and agrees that it is reasonable and acceptable for the Project. If STRATA has provided an estimated total cost in our proposal, we will notify Client before we exceed the estimated total cost and shall not continue to provide services beyond such limit unless Client authorizes an increase. STRATA may exceed individual services budgets without Client authorization as long as the estimated total cost is not exceeded.

STANDARD OF CARE. STRATA will perform our services using the customary care and skill employed by competent professionals performing similar services under similar circumstances in the project area, subject to any limitations or exclusions contained in our proposal or the scope of our services under this Agreement. STRATA is not responsible for the work or services performed by others, nor are we responsible for the safety of any persons or property, other than the safety of our own employees. STRATA does not warrant or guarantee our services.

CLIENT RESPONSIBILITIES. Client agrees to provide STRATA with all plans, specifications, addenda, change orders, approved shop orders, approved shop drawings and other information for the proper performance of STRATA's scope of services. Client will authorize STRATA in writing free access to the Project site, and to all shops or yards where materials are prepared and stored. Client agrees to designate in writing a person or firm to act as Client's representative with respect to STRATA's services to be performed under this agreement. Such person or firm is to have complete authority to transmit instructions, receive information and data, interpret and define Client policies and decisions with respect to the Project and to order, at Client's expense, such technical services as may be requested by STRATA. Client agrees to designate in writing those persons or firms who are authorized to receive copies of our observation and test reports. Client will advise us sufficiently in advance of any operations so as to allow for assignment of personnel by STRATA for completion of the required services. Such advance notice shall be in accordance with that established by mutual agreement of the parties. Client agrees to direct the Project consultant, either by the construction contract or direct written order, to secure and deliver to STRATA, without cost to us, preliminary representative samples of those materials they propose to use which require testing, together with any relevant data of the materials. Additionally, the Project consultant will furnish such casual labor and all facilities needed by STRATA to obtain and handle samples at the Project and to facilitate the specified inspection and tests. It will be necessary for the Client to provide and maintain for STRATA's use, adequate space at the Project for safe storage and proper curing of test specimens, which must remain on the Project site prior to testing.

INVOICES AND PAYMENT. STRATA will invoice for services in accordance with the terms of our proposal or on a monthly basis. All invoices are due on receipt and will be assessed a late payment charge of 1.5% per month if not paid within 30 days of the invoice date. If STRATA is not paid when due, we may suspend or terminate all services and Client will return to STRATA all copies of any reports, plans, specifications or other documents prepared by STRATA under this Agreement and will not rely on these documents or use them in any fashion, including not bringing suit against STRATA.

CHANGED CONDITIONS. If, after execution of this agreement, STRATA discovers conditions or circumstances not anticipated by us, we will promptly notify Client of the changed condition. Client agrees to negotiate an appropriate modification to this Agreement, including an appropriate modification to STRATA's fees. If STRATA and Client cannot agree on a revised scope of services or fee, either party may terminate this Agreement as set forth in Termination and Suspension.

HAZARDOUS MATERIALS. STRATA is not responsible for any loss, injury, or damage to any person or personal property caused by Hazardous Materials. Further, our services are limited to construction observation and materials testing set forth in our proposal or scope of work and do not include any investigation, identification, evaluation, testing, or treatment of any Hazardous Materials. Client agrees to defend, indemnify, and hold STRATA harmless from any claims, liability, loss, or damage that arise from, or are alleged to arise from, Hazardous Materials. "Hazardous Materials" includes, but is not limited to, any toxic, noxious, poisonous, radioactive, or irritating material, chemical, or gas, and includes biological materials such as bacteria, viruses, fungi, spores and mold, and the emissions from biological materials.

CERTIFICATIONS. STRATA will not execute any certification unless the exact form of such certification has been approved by STRATA in writing prior to execution of this Agreement. Any certification by STRATA is only an expression of our professional opinion based on the service STRATA has performed for Client and is not a guarantee or warranty of any fact, condition or result.

SAMPLES. If STRATA provides in-house laboratory testing, we will preserve unused or remnant samples for 30 days after we issue the results of our testing, and unless otherwise agreed, will dispose of any non-contaminated materials thereafter. Samples contaminated with Hazardous Materials shall be removed and lawfully disposed of by Client.



RELATIONSHIP OF THE PARTIES. STRATA will perform our services as an independent consultant with our employees under our sole direction and control. STRATA will have the full power, discretion, and authority to select the means, manner, and method of completing our services for individual Projects without detail, control, or direction. STRATA may subcontract for the services of others without obtaining Client's consent where STRATA deems it necessary or desirable to complete our scope of services.

SITE DISTURBANCE. In the normal course of our exploratory services, STRATA may cause some surface and subsurface disturbance. Restoration of the property is not included in STRATA's scope of services unless specifically included in the proposal.

INDEMNITY. STRATA agrees to indemnify and hold Client harmless from and against claims, suits, liability, damages, and expenses, (including reasonable attorneys' fees) to the extent solely caused by STRATA's negligent performance of services under this Agreement. Client agrees to defend and indemnify STRATA against any and all claims, demands, suits, etc except as specifically provided herein.

TERRORIST ACTIVITY. Client understands and agrees that STRATA is not responsible for damages to persons, property, or economic interests arising from Terrorist Activity. Client will indemnify and hold STRATA harmless against all third-party claims for such damages that arise from, or are alleged to arise from, Terrorist Activity. The term "Terrorist Activity" means any deliberate, unlawful act that any authorized governmental official declares to be or to involve terrorism, terrorist activity, or acts of terrorism; or that involves the use or threat of force, violence, or harm to: (a) promote or advance a political, ideological, or religious cause or objective; (b) influence, disrupt, or interfere with a government; (c) intimidate, coerce, or frighten the general public; or (d) disrupt or interfere with any segment of a national economy.

LIMITATION OF LIABILITY. Client agrees to limit STRATA's total aggregate liability to Client and all third parties arising from any alleged negligent acts, errors or omissions, such that the total aggregate liability of STRATA, including but not limited to attorney's fees and costs, shall not exceed the greater of \$25,000 or STRATA's total fee for the services rendered on this Project. If Client wishes to increase this limitation amount, we can negotiate a higher limit in exchange for an appropriate increase in fee to reflect the change in risk allocation. Client further agrees to make this limitation of liability a part of any contract with all consultants or contractors hired by you, and to require any such consultant or contractor and its subconsultants and/or subcontractors to include an identical limitation of STRATA's liability for any damages suffered by such consultant, contractor, subconsultant, or subcontractor. Client and STRATA agree that neither will be liable to the other for any consequential or incidental damages.

SURVIVABILITY. The indemnity obligations and the limitations of liability established under this Agreement shall survive the expiration or termination of this Agreement. If STRATA provides additional services under this Agreement, or any amendment of it, this Agreement's indemnity obligations and limitation of liability will apply to all such services.

NO JOINT AND SEVERAL LIABILITY. STRATA shall not be jointly or severally liable for any damage of any kind or nature, including loss or damage of any kind to land or any structures or other improvements planned, designed, constructed or remodeled on the property which is the subject of this Agreement, or for any personal injury, including death, arising out of or resulting from any structural plan, design or construction, or the remodeling of any structure placed on the property which is the subject of this Agreement, unless said loss or damage or injury is the direct and proximate result of the sole negligence of STRATA.

TERMINATION AND SUSPENSION. Client or STRATA may terminate or suspend this Agreement upon seven (7) days written notice delivered personally or by certified mail to the other party. In the event of termination, other than caused by a material breach of this Agreement by STRATA, Inc., Client shall pay for all of STRATA's services performed through the date of termination, and for any necessary services and expenses incurred in connection with the termination of this Project. STRATA shall not be liable to Client for any failure or delay in performance due to circumstances beyond STRATA's control.

DISPUTE RESOLUTION. No action may be instituted or prosecuted in any court related to any dispute arising from or in connection with this Agreement unless the party wishing to institute such action first demands in writing, and participates in good faith, in a non-binding facilitated mediation of the dispute. Each party will pay its own costs and fees of mediation, and the fees and costs of the mediator shall be shared equally between the parties. The mediation shall be conducted by a mutually agreed to mediator selected by the parties from the roster of civil mediators approved by the Idaho Supreme Court. In the event the parties cannot reach agreement on an approved mediator, either part may petition the District Court of the Fourth Judicial District in Ada County, Idaho for the appointment of a qualified and approved mediator. A respondent's refusal to mediate relieves the other party from the mediation requirement.

CONTROLLING LAW. The laws of the State of Idaho govern the interpretation and enforcement of this Agreement, and the venue for any legal dispute shall be in Boise, Ada County, Idaho.

INTEGRATION AND SEVERABILITY. The attached proposal and these General Conditions reflect the entire Agreement between STRATA and Client. If any portion of the Agreement is found to be void, such portion shall be stricken and the Agreement shall be reformed to as closely approximate the stricken portions as the law allows.

OWNERSHIP OF DOCUMENTS. Provided STRATA is paid in full, we grant Client a non-exclusive license to use the Drawings, Specifications, Reports or other documents prepared by STRATA for this Project. STRATA owns the Drawings, Specifications, Reports and other documents, or copies of any of these documents. Client will defend, indemnify and hold STRATA harmless from and against any action or proceeding brought by third parties that obtain the document from the Client, either directly or indirectly, and in any manner, use or rely on the documents without STRATA's prior written consent.

ACCEPTANCE OF GENERAL CONDITIONS AND AUTHORIZATION TO PROCEED: If Client gives verbal authorization to proceed and does not object to the General Conditions outlined above within 7 days, Client agrees to be bound by these terms.

Signature _____ Title _____ Date _____



Initials _____



PRELIMINARY FEE ESTIMATE

**City of Hailey Public Works Department
Hailey Rodeo Park
Hailey, Idaho**

	Quantity	Unit	@	Rate		Totals
Project Management						
Project Manager	6	hours	@	\$85	\$	510.00
<i>Pre-construction meeting, daily report and invoice review</i>						
Project Administrator	3	hours	@	\$35	\$	105.00
<i>Report Distribution</i>						
Final Summary Letter	1	each	@	\$200	\$	200.00
ESTIMATED FEE						\$ 815.00
Geotechnical Observation and Testing						
Field Professional (site grading, structural fill)	24	hours	@	\$75	\$	1,800.00
<i>Assumes 12 visits of 2 hours each, includes travel time</i>						
Nuclear Densometer	24	hours	@	\$12	\$	288.00
Moisture Density Relationship Curve	3	each	@	\$150	\$	450.00
Overtime Premium	0	hours	@	\$37.50	\$	0.00
ESTIMATED FEE						\$ 2,538.00
Reinforced Concrete Special Inspection and Testing						
Special Inspector - Foundations	24	hours	@	\$75	\$	1,800.00
<i>Assumes 8 visits of 3 hours each, includes travel time</i>						
Special Inspector - Slab-On-Grade	10	hours	@	\$75	\$	750.00
<i>Assumes 2 visits of 5 hours each, includes travel time</i>						
Special Inspector - Column Pedistals	12	hours	@	\$75	\$	900.00
<i>Assumes 3 visits of 4 hours each, includes travel time</i>						
Special Inspector - Bond Beams	8	hours	@	\$75	\$	600.00
<i>Assumes 2 visits of 4 hours each, includes travel time</i>						
Special Inspector - Stem Walls	6	hours	@	\$75	\$	450.00
<i>Assumes 2 visits of 3 hours each, includes travel time</i>						
Special Inspector - Site Concrete	6	hours	@	\$75	\$	450.00
<i>Assumes 2 visits of 3 hours each, includes travel time</i>						
Field Professional to Transport Samples	20	hours	@	\$75	\$	1,500.00
<i>Assumes 10 visits of 2 hours each, includes travel time</i>						
Concrete Cylinders	76	each	@	\$16	\$	1,216.00
<i>Assumes 19 sets of 4 cylinders per set</i>						
Overtime Premium	0	hours	@	\$37.50	\$	0.00
ESTIMATED FEE						\$ 7,666.00



PRELIMINARY FEE ESTIMATE

City of Hailey Public Works Department
Hailey Rodeo Park
Hailey, Idaho

	Quantity	Unit	@	Rate		Totals
Masonry Special Inspection and Testing						
Masonry Special Inspector	40	hours	@	\$75	\$	3,000.00
<i>Assumes 10 visit of 4 hours, includes travel time</i>						
Composite Masonry Prisms (C1314)	1	each	@	\$300	\$	300.00
<i>Assumes 1 sets of 3 specimens each</i>						
Overtime Premium	0	hours	@	\$37.50	\$	0.00
ESTIMATED FEE						\$ 3,300.00
Special Inspection of Structural Steel Construction (Field Welding and H.S. Bolts)						
Special Inspector - Welding & Bolting	36	hours	@	\$75	\$	2,700.00
<i>Assumes 12 visits of 3 hours each includes travel time</i>						
Skidmore Equipment	1	day	@	\$55	\$	55.00
Overtime Premium	0	hours	@	\$37.50	\$	0.00
ESTIMATED FEE						\$ 2,755.00
Special Inspection of Drilled-In-Anchors						
Special Inspector	0	hours	@	\$45	\$	0.00
<i>Assumes 0 visits; rates provided for reference</i>						
Overtime Premium	0	hours	@	\$22.50	\$	0.00
ESTIMATED FEE						\$ 0.00
Total Preliminary Fee Estimate:						\$ 17,074.00



Environmental Services Geotechnical Engineering Construction Materials Testing Special Inspections

DAVE MALONEY
KREIZENBECK CONSTRUCTORS
251 East Front Street, Suite 110
Boise, ID 83702

PHONE: (208) 336-9500
FAX: (208) 336-7444
E-MAIL: dmaloney@kreizenbeck.com

Re: Testing and Inspection Services for the
Proposed Project: **Rodeo Arena Multi-Use Facility Phase 1, Hailey, ID**

Dear Mr. Maloney,

The enclosed cost proposal has been prepared for your review and evaluation. Materials Testing & Inspection, Inc. (MTI) appreciates the opportunity to submit this estimate to provide materials testing and inspection services on the above referenced project.

The estimate is based on our review of plans, specifications, and similar projects. The estimate is also based on a presumed construction schedule. If the construction schedule does not follow MTI's estimated production rates and schedule, the quantities and number of trips required will vary. Please review the number of trips and quantities to insure that each item follows your construction schedule/production rates. Variances from our estimate and your schedule/production rates will be billed at the indicated unit rates. The result may be a decrease or increase in the total testing and inspection costs. Scope of services for the project have been outlined below:

~73,000 SF Rodeo Arena - The Scope of Services includes; 1) soils testing and inspection, 2) concrete testing and inspection, 3) masonry testing and inspection, and 4) structural steel welding and/or bolting inspection. The scope may be adjusted based on the actual special inspection requirements. Costs will be dependent on the actual number of trips/time for testing and inspections.

A detailed explanation of testing/inspection items for each phase of construction has been provided below:

- **Soils** – Fill placement monitoring and compaction testing will be performed throughout the project. MTI estimates that 20 trips will be sufficient for compaction testing. *It is MTI's understanding that Geotechnical Engineers will be providing all geotechnical observations during stripping activities, piers, and at footing bearing surfaces. Therefore, no subgrade inspections have been included in this estimate.*
- **Concrete** – "Special Inspection" of concrete is required. Structural concrete will be tested at intervals of one set of 4 concrete cylinders for each 150 cubic yards or fraction thereof of each concrete mix placed each day. MTI estimates that 28 trips will be sufficient for this item. Four trips for epoxy inspection have also been included in this estimate.
- **Masonry** – "Special Inspection" of masonry is required. Inspection will consist of inspecting cell conditions and reinforcing steel placement prior to grouting and witnessing of grouting activities during placement. Inspections will be performed on a continuous basis. Testing will include compressive strength of masonry prisms. MTI estimates that 12 trips will be sufficient for this item.



MATERIALS TESTING & INSPECTION

EXHIBIT "A"
PAGE #2 OF 5
PRINT DATE 10/29/2010
\\MTI\SERVER2\PROPOSALS\CONSTRUCTION
PROPOSALS\10 PROPOSALS\TWIN
FALLS\101362 - RODEO ARENA MULTI-USE
FACILITY PHASE 1, HAILEY, ID.DOCX

Environmental Services Geotechnical Engineering Construction Materials Testing Special Inspections

- **Structural Steel** – “Special Inspection” of welded and/or bolted connections is required. Periodic visual welding inspection will be performed on all field welds. Bolted connections will be inspected in accordance with the project specifications. The first trips should be performed at the start-up of welding or bolting operations to check certifications or bolt calibrations and review procedures with on-site welders / steel workers. Intermediate trips should be performed to inspect welds or bolts that are to be covered prior to the final inspection. The final inspection should be performed at the completion of welding and / or bolting, but prior to departure of the steel crew, to inspect the finished product. MTI estimates that 10 trips will be sufficient for this item.
- **Asphalt** – Asphalt testing and inspection was not included in this estimate. However, MTI is available to perform this testing if this service becomes necessary. Please contact MTI for pricing information.

It is MTI's intention that our services will complement your efforts towards maintaining the highest standards of quality. Please let us know if you require additional information. We thank you for considering our firm and look forward to working with you on this project.

Respectfully Submitted,
Materials Testing & Inspection, Inc.

Monica Saculles, E.I.T.
Staff Engineer



MATERIALS TESTING & INSPECTION

EXHIBIT "A"
PAGE #3 OF 6
PRINT DATE 10/29/2010
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PROPOSALS\10 PROPOSALS\TWIN
FALLS\101362 - RODEO ARENA MULTI-USE
FACILITY PHASE 1, HAILEY, ID.DOCX

Environmental Services Geotechnical Engineering Construction Materials Testing Special Inspections

Estimated Services & Fees

The following estimate of services is based on current MTI standard rates and estimated project quantities. Inspection and testing times are based on historical averages. They will be dependent on the contractor's schedule of activities and changes in project scope or requirements. If no cost is shown, the associated cost item is not required or will be provided by others. The costs below are estimated using day rates (7:00 AM to 5:30 PM). Work not performed during the normal working day is subject to be billed at 1.5 times the day rate. This is a time and materials quote.

Item	# of Trips	Units	# of Units	Rate	Totals
SOILS INSPECTION & TESTING					
Field Density Testing D2922	20	hours	120	\$40.00	\$4,800.00
Proctor D698, D1557/T99, T180		each	4	\$140.00	\$560.00
Sieve Analysis- Coarse & Fine C117, C136/T11, T27		each	4	\$80.00	\$320.00
Atterberg Limits D4318/T89, T90		each		\$90.00	\$0.00
Sample Pick Up	2	hours	6	\$40.00	\$240.00
Staff Geologist		hours		\$80.00	\$0.00
				Sub-Total	\$5,920.00
CONCRETE INSPECTION & TESTING					
Concrete Inspector	28	hours	168	\$40.00	\$6,720.00
Epoxy Bolt/Dowel Inspector	4	hours	20	\$40.00	\$800.00
Concrete Cylinders C39/T22		each	124	\$15.00	\$1,860.00
Cylinders Pick Up	22	hours	67	\$40.00	\$2,688.00
				Sub-Total	\$12,068.00
MASONRY INSPECTION & TESTING					
Masonry Inspector	12	hours	108	\$40.00	\$4,320.00
Mortar Cylinders Strength C109/T106		set of 4		\$60.00	\$0.00
Grout Prisms C1019		set of 4	2	\$60.00	\$120.00
CMU Compressive Strength (Prisms) (Grouted) C1314		set of 3	2	\$225.00	\$450.00
CMU Compressive Strength (Block Only) C140		set of 3		\$75.00	\$0.00
CMU Absorption, Density & Moisture C140		set of 3		\$90.00	\$0.00
				Sub-Total	\$4,890.00
STEEL INSPECTION & TESTING					
Structural Steel Inspector	8	hours	48	\$65.00	\$3,120.00
Ultrasonic Inspection AWS D1.1	2	hours	12	\$75.00	\$900.00
Fab Shop Inspector		hours		\$65.00	\$0.00
Fireproofing Inspector		hours		\$65.00	\$0.00
Bond Test of Fireproofing E726		each		\$30.00	\$0.00
Density of Fireproofing E605		each		\$50.00	\$0.00
				Sub-Total	\$4,020.00
MISC. ITEMS					
Project Management		hours		\$55.00	\$0.00
Mileage	98	miles	6888	\$0.60	\$4,132.80
Certificate of Compliance		hours		\$85.00	\$0.00
				Sub-Total	\$4,132.80
Estimated Project Total:					\$31,030.80



Environmental Services Geotechnical Engineering Construction Materials Testing Special Inspections

PROFESSIONAL SERVICES CONTRACT

THIS AGREEMENT is made and entered into effective this Friday, October 29, 2010 by and between Kreizenbeck Constructors ("CLIENT") and MATERIALS TESTING & INSPECTION, INC. ("CONSULTANT") and is made with reference to the following facts and objectives:

RECITALS:

WHEREAS, CLIENT intends to have the CONSULTANT perform services described in the preceding in accordance with the Proposal (Exhibit "A") for the Property described in the preceding (hereinafter referred to as the "Project").

NOW, THEREFORE, in consideration of their mutual covenants, CLIENT and CONSULTANT herein agree, in respect of the performance of professional materials testing and construction inspection services by CONSULTANT and the payment for those services by CLIENT, as set forth below. Verbal authorization of work activities constitutes acceptance of this proposal, with its included terms and conditions.

- I. **SCOPE OF SERVICE.** The services to be performed by CONSULTANT under this Agreement are described in Exhibit "A" attached hereto, and incorporated herein by this reference as though fully set forth. Any estimated quantities contained in Exhibit "A" are estimates only and CLIENT agrees that CONSULTANT is entitled to payment for reasonable services rendered in excess of the estimated quantities and/or cost figures as described in Exhibit "A".
- II. **PAYMENTS TO CONSULTANT.** CLIENT shall pay CONSULTANT for the services rendered hereunder in accordance with the fee and payment schedule attached hereto as Exhibit "A". CONSULTANT shall submit monthly statements for services rendered and for reimbursable expenses incurred. Administrative and/or management time for report review and preparation, schedule changes, and other project related activities will be added to the inspector's/technician's time. All monthly statements submitted to CLIENT are due and payable at the time of the billing unless otherwise specified in this agreement. Statements unpaid 30 days after billing will incur interest charges of 1.5% per month (18% per annum). Statements unpaid 75 days after billing constitute a material breach of this agreement, and unless reasonably subject to dispute, entitle CONSULTANT (at its election) to terminate this Agreement by written notice to CLIENT. Upon CONSULTANT'S written termination of this agreement, CLIENT shall immediately pay all fees and charges due and owing under this agreement up to the date of termination and CONSULTANT shall have no further obligation to CLIENT. If CLIENT fails to make payments when due and CONSULTANT incurs any costs in order to collect overdue sums from CLIENT, CLIENT agrees that all such collection costs incurred shall immediately become due and payable to CONSULTANT. Collection costs shall include, without limitation, legal fees, collection agency fees, and expenses, court costs, collection bonds and reasonable CONSULTANT staff costs at standard billing rates for CONSULTANT'S time spent in efforts to collect. This obligation of CLIENT to pay CONSULTANT'S collection costs shall survive the term of this Agreement or any earlier termination by either party.
- III. **SERVICES.** CONSULTANT will act for CLIENT in a professional manner, using that degree of care and skill ordinarily exercised by and consistent with the standards of the professional practicing in the same or similar locality of the Project site. In the event CLIENT seeks services from CONSULTANT beyond those contained in Exhibit "A" attached hereto, CLIENT shall request those services in writing at least 10 days prior to the requested date of service. CONSULTANT shall not be obligated to perform the additional services requested by CLIENT except upon CONSULTANT'S written consent to perform said additional services. Additional services agreed to be provided by CONSULTANT shall be subject to all terms and conditions of this agreement.
- IV. **SAMPLE DISPOSAL.** Unless otherwise agreed to in writing, samples removed from Project site by CONSULTANT to its laboratory will, upon completion of testing, be disposed by CONSULTANT. CLIENT further agrees the cost for disposal of Hazardous Materials to include the characterization costs shall be borne by CLIENT.
- V. **CLIENT'S RESPONSIBILITIES.** CLIENT or CLIENT'S authorized representatives will provide CONSULTANT with all revised and updated plans, specifications, addenda, change orders, approved shop drawings and any other information necessary for the proper performance of CONSULTANT'S duties pursuant to this Agreement. CONSULTANT shall not be responsible for any errors and/or omissions in the performance of CONSULTANT'S work or services rendered resulting from CLIENT'S failure to provide CONSULTANT with revised and updated plans, specifications, addenda, change orders, approved shop drawings and other information for the proper performance of CONSULTANT'S duties. (CLIENT will arrange and provide access, as is deemed necessary, to each area in which it will be required for CONSULTANT to perform its work. CONSULTANT will not commence work prior to release by CLIENT (owner?). CONSULTANT cannot be held responsible for costs related to damage to or replacement of utility services.)
- VI. **INSURANCE.** CONSULTANT shall secure and maintain throughout the full period of this Agreement sufficient insurance to protect it adequately from claims under applicable Workmen's Compensation Acts and from claims for bodily injury, death or property damage as may arise from the performance of services under this Agreement. In addition, CONSULTANT shall secure and maintain throughout the full period of Agreement sufficient Professional Liability insurance to protect it adequately from claims arising from errors or omissions resulting from Professional Services.
- VII. **EXEMPTIONS OF CONSULTANT'S RESPONSIBILITIES.** CONSULTANT shall not be responsible for acts and/or omissions of any party or parties involved in the design or construction of the Project or the failure of any Contractor or Subcontractor to construct any aspect of the Project in accordance with the contract documents, or in accordance with recommendations contained in any correspondence or written recommendations issued by CONSULTANT. CONSULTANT is not authorized to revoke, alter, relax, enlarge or release any requirement of the Project's specifications or other contract documents, nor to approve or accept any portion of the work, unless specifically authorized in writing by CLIENT or his authorized representative. CONSULTANT shall not have the right of rejection or the right to stop work, except for such periods as may be required to conduct sampling, testing, or inspection of operations covered by this Agreement. CONSULTANT shall not be liable for damages resulting from the actions or inactions of any governmental agencies, including but not limited to, permit processing, environmental impact reports, governmental building inspections, dedications, general plans and amendments thereto, zoning matters, annexations or consolidations, use or conditional use permits and/or building permits.



MATERIALS TESTING & INSPECTION

Environmental Services Geotechnical Engineering Construction Materials Testing Special Inspections

- VIII. **CHANGES IN SCOPE OF WORK.** CLIENT, without invalidating this Agreement may order changes in the scope or character of services and/or work performed by CONSULTANT, either decreasing or increasing the amount of CONSULTANT'S work or services. All such changes in the work and/or services performed by CONSULTANT shall be authorized by a written change order signed by CLIENT and shall be performed under the applicable terms and conditions of this Agreement. CONSULTANT shall not be obligated to perform any changes in the scope or character of the work and/or services until CONSULTANT is in receipt of a written change order signed by CLIENT and signed by CONSULTANT indicating its agreement therewith.
- IX. **LIMITATION OF LIABILITY.** Should CONSULTANT or any of its professional employees be found to have been negligent in the performance of its work, or to have made and breached any express or implied warranty, representation or contract, CLIENT, all parties claiming through CLIENT and all parties claiming to have in any way relied upon CONSULTANT'S work, agree that the maximum aggregate amount of the liability of CONSULTANT, its officers, employees and agents shall be limited to \$25,000.00 or the total amount of the fee paid to CONSULTANT under this Agreement, whichever amount is less; or the limit of any optional, CLIENT-purchased insurance.
- X. **COMPENSATION FOR SERVICES RENDERED.** CLIENT recognizes that the estimate noted in Exhibit "A" (if provided) was obtained through a diligent evaluation of the contract documents, construction plans and specifications and scheduled discussions with the Owner, relevant subcontractors, the general contractor and design group members. CLIENT recognizes that the testing, inspection and the consulting engineering industry and the services rendered herein under this contract, are schedule driven and are as mandated by the scheduling and manning of the contractor(s). Should such items, including, but not limited to, the quantity of concrete placement, field or shop steel welding schedules, masonry placement days, or additional charges for driller's services alter from that quoted within our proposal, CONSULTANT shall be entitled to compensation for services rendered.
- XI. **OVERTIME AND BILLING MINIMUM.** CLIENT recognizes the attached Exhibit "A" which, as appropriate, outlines billing minimums of two (2) hours for any services rendered on site. In addition, CLIENT recognizes that, on occasion, due to the schedule of the contractor or relevant subcontractors, occasional overtime will be encountered. Due to the nature of the construction business, CONSULTANT will have no notice of this until the day the said overtime occurs. According to the schedule as listed in Exhibit "A", CLIENT agrees to compensate CONSULTANT for such overtime.
- XII. **LIMITATION OF SERVICES PROVIDED.** The services provided pursuant to this agreement are intended solely for the use and benefit of the CLIENT as noted above. No other person or entity shall be entitled to rely on the services, opinions, recommendations, plans, or specifications provided pursuant to this agreement without the express written consent of CONSULTANT.
- XIII. **INDEMNITY.** CLIENT agrees to defend, indemnify, and hold CONSULTANT, its officers, directors, employees, agents and independent contractors harmless from any and all claims, suits or liability for personal injury, death, illness, property damage, damage to natural resources, fine or penalty arising or alleged to have arisen out of performance of CONSULTANT'S work to the extent that such claims or damages are due to the fault of the CLIENT, except to the extent due to gross negligence or intentionally wrongful conduct of CONSULTANT. CLIENT further agrees to compensate CONSULTANT for all costs, expenses and attorney fees reasonably incurred in defending any such claim. In the event CLIENT shall bring any action against CONSULTANT, to the extent CONSULTANT prevails in such action, CLIENT shall provide the same compensation.
- XIV. **PROVISIONS SEVERABLE.** The unenforceability or invalidity of any provision or provisions hereof shall not render any other provision or provisions unenforceable or invalid. Nothing in the Agreement shall relieve any party from its responsibilities under law or contract.
- XV. **LOCATION OF AGREEMENT AND DURATION OF PROPOSAL.** Venue of any action arising out of or in connection with this agreement shall be in Ada County, Idaho. For purposes of any such litigation, each of the parties hereby consents to the jurisdiction of the state and federal courts in Ada County, Idaho. The attached Proposal shall remain valid and in effect for 180 days from the date written in below, unless withdrawn by CONSULTANT prior to acceptance.
- XVI. **DISCLAIMER OF WARRANTIES.** CONSULTANT makes no representations regarding any potential findings, conclusions, or recommendations on conclusion of CONSULTANT'S services. **CONSULTANT EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESSED OR IMPLIED AS TO FINDINGS, RECOMMENDATIONS, SPECIFICATIONS OR PROFESSIONAL ADVICE.**

This agreement contains the entire and integrated Agreement between CLIENT and CONSULTANT and supersedes all prior negotiations, representations or agreements, either written or oral. This agreement cannot be amended or modified except by a written Agreement, executed by each of the parties hereto. This Agreement is governed by the laws of the state of Idaho.

The individual signing below represents and warrants that he/she has full authority to enter into this Agreement on behalf of CLIENT. If the individual below lacks such authority, he/she shall be personally responsible for payment of obligations under this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date and year first above written, at Boise, Idaho.

Consultant:

Client:

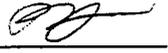
Materials Testing & Inspection, Inc.

Kreizenbeck Constructors

Signature: _____
 Name: _____
 Title: _____
 Date: _____

Signature: _____
 Name: _____
 Title: _____
 Date: _____

AGENDA ITEM SUMMARY

DATE: 11/8/10 DEPARTMENT: PW - Parks DEPT. HEAD SIGNATURE: 

SUBJECT: Motion to ratify Mayor's signature for CO #3 with GeoEngineers for on-site soil inspection during excavation activities

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

BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:

GeoEngineers has been requested to verify field conditions during excavation work for the Multi-Use arena to determine where over excavation will be required and new soils for the foundations of the buildings and bleachers brought in and compacted. This Change Order is estimated at \$3,000

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

ACKNOWLEDGEMENT BY OTHER AFFECTED CITY DEPARTMENTS: (IF APPLICABLE)

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

RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD:

ADMINISTRATIVE COMMENTS/APPROVAL:

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

ACTION OF THE CITY COUNCIL:
Date _____

City Clerk _____

FOLLOW-UP:
*Ord./Res./Agmt./Order Originals: Record *Additional/Exceptional Originals to: _____

October 27, 2010

City of Hailey
115 Main Street South, Suite H
Hailey, Idaho 83333

Attention: Tom Hellen
Public Works Director/City Engineer

Services Agreement, Change Order No. 3
File No. 8395-004-00

This confirms Change Order No. 3 between the City of Hailey (City) and GeoEngineers, Inc. for geotechnical engineering services during construction of the City of Hailey Rodeo Grounds project in Hailey, Idaho. We initiated this Change Order No. 3 to document requested scope and budget modifications to our authorized Revised Services Agreement dated November 20, 2009. GeoEngineers additional services will include up to two site visits to observe subgrade conditions within excavations for foundations. Specifically, our additional services will consist of the following:

1. Up to two site visits by a Geotechnical Engineer from our staff. Each site visit will be completed in one day. No overnight costs are included in our fees. Each site visit includes 6 hours of estimated travel time from and returning to our Boise office and an estimated 4 hours at the site for a total of 10 hours.
2. We will prepare a daily field report summarizing our observations of the site soil conditions at the time of our site visit, discussions and recommendations. The focus of our services and site visits will be to observe soil conditions at foundation grade during construction.
3. Project management and consultation, including a written letter containing our findings.

TABLE 1. SUMMARY OF FEES

Description	Estimated Fees
Consultation During Construction	\$3,000
Subtotal for Change Order No. 3	\$3,000
Original Authorized Budget	\$8,900
Change Order No. 1	\$2,325
Change Order No. 2	\$5,550
Total Revised Budget	\$19,775

We estimate that fees for additional site visits, if requested, will be \$1,500 per visit.

The professional services listed above will be provided in accordance with the terms in our General Conditions, previously provided to you in our Revised Services Agreement dated November 20, 2009. The fee for the additional services described above will be determined on a time-and-expense basis using the rates indicated on our Schedule of Charges previously provided to you.

The services described above are authorized by:



By signature below, Client accepts the scope of services and all terms described herein. In addition, Client's signature shall constitute as authorization to proceed on the date listed below Client's printed/typed name unless such authorization has been separately provided verbally or in writing.

City of Hailey

GeoEngineers, Inc.

Rick Davis

James B. Harakas

*AUTHORIZING SIGNATURE

James B. Harakas, PE
Senior Principal

Rick Davis

TYPED OR PRINTED NAME

October 27, 2010

11/2/10

DATE

DATE

*Individual with contracting authority.

Proprietary Notice: The contents of this document are proprietary to GeoEngineers, Inc. and are intended solely for use by our clients and their design teams to evaluate GeoEngineers' capabilities and understanding of project requirements as they relate to performing the services proposed for a specific project. Copies of this document or its contents may not be disclosed to any other parties without the written consent of GeoEngineers.

Disclaimer: Any electronic form, facsimile or hard copy of the original document (email, text, table, and/or figure), if provided, and any attachments are only a copy of the original document. The original document is stored by GeoEngineers, Inc. and will serve as the official document of record.

Copyright© 2010 by GeoEngineers, Inc. All rights reserved.

Please return one signed copy of this agreement for our files. Thank you.

JBH:DRL:cje
<http://projects/sites/0839500400/final/cityofhaileycono 3.docx>

AGENDA ITEM SUMMARY

DATE: 11/2/10

DEPARTMENT: Finance & Records

DEPT. HEAD SIGNATURE: _____

SUBJECT:

Motion to approve Taxi License Renewal for Airport Cab/Sun Valley Limo.

AUTHORITY: ID Code _____ IAR _____ City Ordinance/Code 5.20
(IF APPLICABLE)

BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:

HPD has approved 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:

Approve application.

ADMINISTRATIVE COMMENTS/APPROVAL:

Owner of company will be out of town during normal renewal time (end of year) so he is submitting renewal early

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

MHC

ACTION OF THE CITY COUNCIL:

Date _____
City Clerk _____

FOLLOW-UP:

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



AUTO TRANSPORTATION SERVICE BUSINESS LICENSE APPLICATION

RECEIVED
OCT 26 2010

LICENSE FEES:

New or Renewal \$250.00
(License application for full year Jan. 01 - Dec.31)

Fingerprint Processing \$34.00
(If applicable)

TOTAL: _____

OFFICE USE ONLY	
NEW _____	RENEWAL <input checked="" type="checkbox"/>
APPROVED _____	DENIED _____
POLICE CHECK _____	

EXPIRES ANNUALLY ON DECEMBER 31ST

Business Name: AIRPORT CAB COMPANY / SUN VALLEY LIMO

Owner Driver's License Number _____ Owner Date of Birth 3-3-64

Number of Vehicles Operated by Business 6

1. Have you within the last three (3) years: been convicted of, or received a withheld judgment, been placed on probation, forfeited a bond for failure to appear for any felony or misdemeanor charge, or have any outstanding warrants? Yes _____ No

If yes, please explain: _____

2. Have you had a similar license revoked, denied or suspended by this city or any other city of this state, or of the United States, within the past three (3) years? Yes _____ No

If yes, please explain: _____

List of ALL DRIVERS

- ① Kirk Lindsey
- ② SHEREE LINDSEY
- ③ ROBERT COURIER
- ④ William Yost
- ⑤ NONE
- ⑥ NONE

CITY OF HAILEY ■ 115 MAIN ST. S., SUITE H ■ HAILEY, IDAHO 83333 ■ 788-4221

15/03/Taxi Business License (10/31/05)

AIRPORT CAB COMPANY FARE SCHEDULE

Taxi DOES NOT provide service on unimproved (dirt) roads.

Sun Valley to Ketchum / Sun Valley to Elkhorn
\$10.00 (\$3.00 per additional passenger)

Waiting Time = \$1.00 per minute after 1st 5 minutes

Ketchum to and from Hailey
of PAX

1	\$25.00
2	\$35.00
3	\$45.00
4	\$55.00
5	\$65.00
6	\$75.00

PRIVATE CAB
1 PERSON 40.00
2 PERSON 50.00
3 PERSON 60.00
AIRPORT RATE

After midnight - \$38.00 minimum
\$5.00 per additional passenger

Deliveries

Baggage - picked up at Hailey Airport and delivered is
\$23.00 first bag; \$1.00 each additional bag.
PLUS \$1.00 per extra stop.

Dogs / Cats - \$7.00 per animal

Airport to Bellevue

\$20.00 (\$5.00 per additional passenger)

Friedman Airport (public or private side) to all points.

Hailey

\$13.00 (\$5.00 per additional passenger)

Deer Creek

\$20.00 (\$10.00 per additional passenger)

Indian Creek

\$21.00 (\$11.00 per additional passenger)

Zinc Spur

\$22.00 (\$11.00 per additional passenger)

Starweather & Heatherlands

\$23.00 (\$11.00 per additional passenger)

East Fork

\$24.00 (\$13.00 per additional passenger)

1st mile after Ketchum prices:

Gimlet	# of PAX	
Ketchum	1-2	\$25.00 - \$40.00
Elk Horn	3-4	\$53.00 - \$63.00
Sun Valley	5-6	\$73.00 - \$83.00
Saddle Road		

Elkhorn to / from Warm Springs

\$15.00 (\$3.00 per additional passenger)

Any lift to lift \$15.00

North of Saddle, Adams Gulch, Bigwood Golf

\$27.00 (\$14.00 per additional passenger)

Hulen Meadows & Lake Creek

\$28.00 (\$14.00 per additional passenger)

Stone Gate & North Fork

\$30.00 (\$15.00 per additional passenger)

Extra Miles = \$2.00 per mile

Hourly Rate \$72.00

Warm Springs to Hulen Meadows \$13.00

Ketchum to Warm Springs Lifts

\$10.00 minimum • \$3.00 additional passenger

Sun Valley to Warm Springs \$12.00

Ketchum to Elkhorn Village

\$11.00 minimum • \$3.00 per additional passenger

Warm Springs to Elkhorn \$14.00

\$3.00 per additional passenger

Elkhorn to Adam's Gulch \$12.00

\$3.00 per additional passenger

Hailey	# of PAX	Core
1		\$9.00
2		\$11.00
3		\$13.00
4		\$15.00
5		\$17.00

Hailey to / from Woodside

North	\$11.00
Middle	\$12.00
South	\$13.00

Hailey to Bellevue	\$15.00
Board Ranch to Ketchum	\$14.00
(\$3.00 per additional passenger)	

Ketchum to...

North Fork	\$18.00
Eagle Creek	\$18.00
Glassford Heighs	\$16.00
Lake Creek	\$14.00
Hulen Meadows	\$14.00
Sun Tree Hollow	\$12.00
Red Top Meadows	\$13.00
Cold Springs	\$13.00
Chalet	\$13.00
Gimlet	\$15.00
East Fork	\$18.00
Hidden Hollow	\$18.00
Triumph	\$24.00

(\$5.00 per additional passenger)

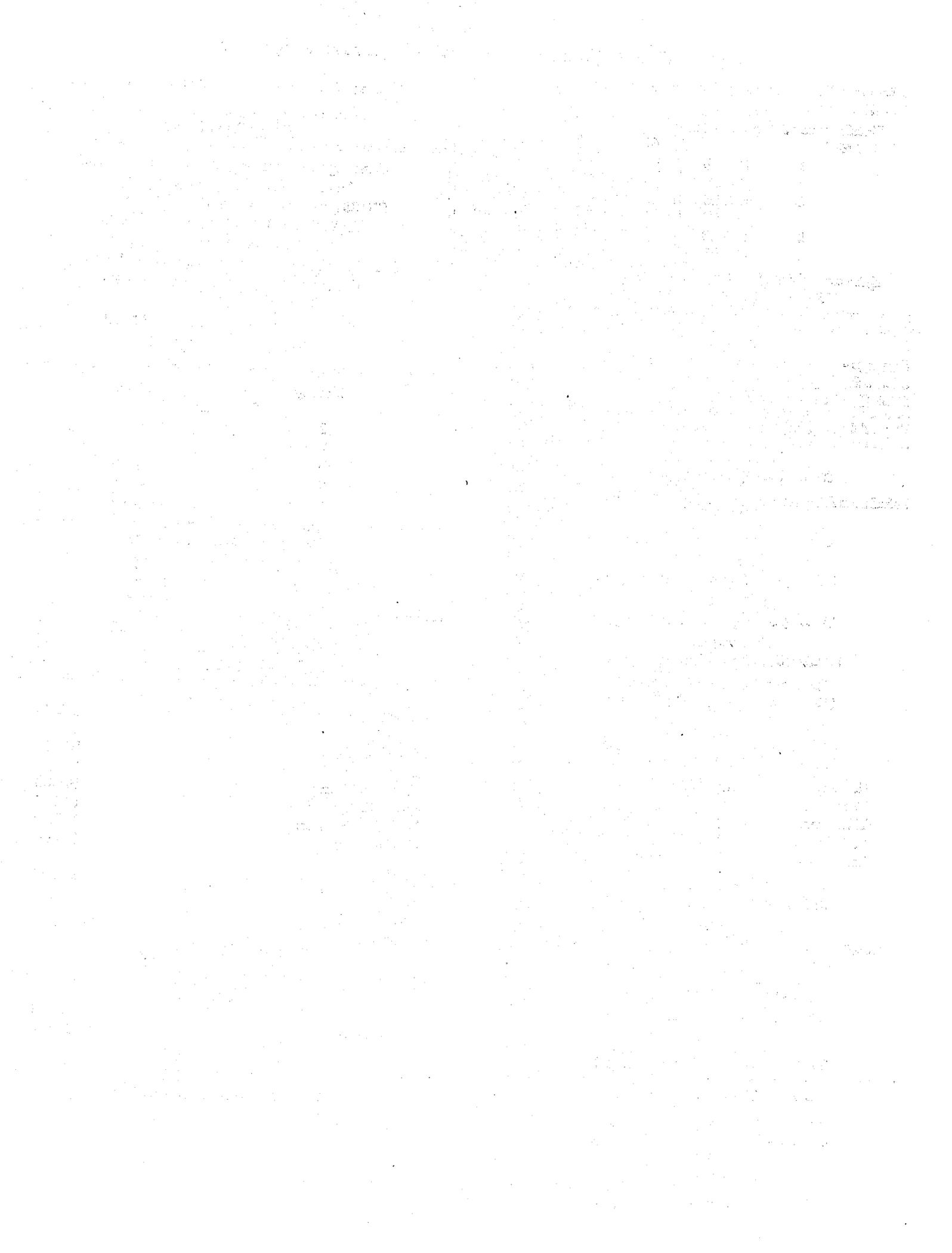
Ketchum to...

Heatherlands	\$19.00
Starweather	\$19.00

\$5.00 per additional passenger

Early Morning business = \$40.00

FUEL SURCHARGE \$ 2.00-8.00
FOR AIRPORT



AGENDA ITEM SUMMARY

DATE: 11/8/2010

DEPARTMENT: Legal

DEPT. HEAD SIGNATURE: _____

SUBJECT:

Hailey Ordinance No. 1071 (Inclusionary Housing Subdivision Ordinance Repeal) Summary

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

BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:

I am attaching a proposed summary of Hailey Ordinance No. 1071 (Inclusionary Housing Subdivision Ordinance Repeal).

Ned

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

ACKNOWLEDGEMENT BY OTHER AFFECTED CITY DEPARTMENTS: (IF APPLICABLE)

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

RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD:

Make a motion to approve the summary of Hailey Ordinance No. 1071.

FOLLOW-UP REMARKS:

SUMMARY OF HAILEY ORDINANCE NO. 1071

The following is a summary of the principal provisions of Ordinance No. 1071 of the City of Hailey, Idaho, duly passed and adopted October 25, 2010, by the City Council and Mayor of the City of Hailey:

AN ORDINANCE OF THE CITY OF HAILEY, IDAHO, AMENDING HAILEY'S SUBDIVISION ORDINANCE, ORDINANCE NO. 821, BY AMENDING SECTION 1 TO DELETE THE DEFINITIONS RELATED TO COMMUNITY HOUSING; AMENDING SECTION 3.1.1.1 TO DELETE THE REQUIREMENT OF AN INCLUSIONARY COMMUNITY HOUSING PLAN AS PART OF A PRELIMINARY PLAT APPLICATION, BY REPEALING SECTION 4.11; PROVIDING FOR A SEVERABILITY CLAUSE; PROVIDING FOR A REPEALER CLAUSE; AND PROVIDING FOR THE EFFECTIVE DATE OF THIS ORDINANCE UPON PASSAGE, APPROVAL, AND PUBLICATION ACCORDING TO LAW.

Hailey Ordinance No. 1071 amends Hailey Subdivision Ordinance No. 821, as follows:

Section 1 amends Section 1 of the Hailey Subdivision Ordinance No. 821, by deleting the definitions for Area Median Income, Community Housing Fund, Community Housing Plan, Community Housing Unit, Deed Restriction, Income Category, Local Housing Authority and Market Rate Unit.

Section 2 amends Section 3.1.1.1 of the Hailey Subdivision Ordinance No. 821, by deleting the requirement to submit a Community Housing Plan with a preliminary plat application.

Section 3 repeals Section 4.11, Inclusionary Community Housing, of the Hailey Subdivision Ordinance No. 821 in its entirety.

Section 4 provides for a severability clause.

Section 4 provides for a repealer clause.

Section 6 provides for an effective date of the ordinance.

The full text of Ordinance No. 1071 is available at Hailey City Hall at 115 South Main Street, Suite H, Hailey, Idaho 83333 and will be provided to any citizen upon request during regular business hours.

CERTIFICATION OF CITY ATTORNEY

I, the undersigned Attorney at Law, as attorney for the City of Hailey, Idaho, hereby certify that I have read the foregoing summary of Ordinance No. 1071 of the City of Hailey, that I have compared it to the full text of Ordinance No. 1071, and that in my opinion, the above summary is true and complete and provides adequate notice to the public of the contents of said Ordinance.

Dated this ____ day of November, 2010.

Ned Williamson, Hailey City Attorney

Publish: Idaho Mountain Express, November __, 2010

AGENDA ITEM SUMMARY

DATE: 11/8/2010

DEPARTMENT: Legal

DEPT. HEAD SIGNATURE: _____

SUBJECT:

Hailey Ordinance No. 1072 (Community Housing Zoning Ordinance Amendment) Summary

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

BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:

I am attaching a proposed summary of Hailey Ordinance No. 1072 (Community Housing Zoning Ordinance Amendment).

Ned

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

ACKNOWLEDGEMENT BY OTHER AFFECTED CITY DEPARTMENTS: (IF APPLICABLE)

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

RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD:

Make a motion to approve the summary of Hailey Ordinance No. 1072.

FOLLOW-UP REMARKS:

SUMMARY OF HAILEY ORDINANCE NO. 1072

The following is a summary of the principal provisions of Ordinance No. 1072 of the City of Hailey, Idaho, duly passed and adopted October 25, 2010, by the City Council and Mayor of the City of Hailey:

AN ORDINANCE OF THE CITY OF HAILEY, IDAHO, AMENDING HAILEY'S ZONING ORDINANCE, ORDINANCE NO. 532, AMENDING ARTICLE 2, DEFINITIONS, BY CHANGING AND ADDING DEFINITIONS OF TERMS RELATED TO COMMUNITY HOUSING; BY AMENDING ARTICLE 10 TO DELETE ANY REFERENCE TO SUBDIVISION ORDINANCE SECTION 4.11; PROVIDING FOR A SEVERABILITY CLAUSE; PROVIDING FOR A REPEALER CLAUSE; AND PROVIDING FOR THE EFFECTIVE DATE OF THIS ORDINANCE UPON PASSAGE, APPROVAL AND PUBLICATION ACCORDING TO LAW.

Hailey Ordinance No. 1072 amends Hailey Zoning Ordinance No. 532, as follows:

Section 1 amends Article 2, Definitions, of the Hailey Zoning Ordinance No. 532, by revising the definitions for Community Housing Unit and Local Housing Authority.

Section 2 amends Article 2, Definitions, of the Hailey Zoning Ordinance No. 532, by adding the definitions for Community Housing Fund, Community Housing Plan, Deed Restriction, Income Category and Market Rate Unit.

Section 3 is unintentionally omitted.

Section 4 amends Section 10.3.8 of the Hailey Zoning Ordinance No. 532, by deleting the reference to Section 4.11 of the Hailey Subdivision Ordinance, which has been repealed concurrently with the adoption of Ordinance No. 1072.

Section 5 amends Section 10.4.1 of the Hailey Zoning Ordinance No. 532, by deleting the reference to Section 4.11 of the Hailey Subdivision Ordinance, which has been repealed concurrently with the adoption of Ordinance No. 1072.

Section 6 provides for a severability clause.

Section 7 provides for a repealer clause.

Section 8 provides for an effective date of the ordinance.

The full text of Ordinance No. 1072 is available at Hailey City Hall at 115 South Main Street, Suite H, Hailey, Idaho 83333 and will be provided to any citizen upon request during regular business hours.

CERTIFICATION OF CITY ATTORNEY

I, the undersigned Attorney at Law, as attorney for the City of Hailey, Idaho, hereby certify that I have read the foregoing summary of Ordinance No. 1072 of the City of Hailey, that I have compared it to the full text of Ordinance No. 1072, and that in my opinion, the above summary is true and complete and provides adequate notice to the public of the contents of said Ordinance.

Dated this ____ day of November, 2010.

Ned Williamson, Hailey City Attorney

Publish: Idaho Mountain Express, November __, 2010

