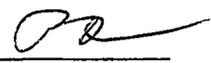


AGENDA ITEM SUMMARY

DATE: 11/14/11 DEPARTMENT: Engr DEPT. HEAD SIGNATURE: 

SUBJECT: Approval of J-U-B Engineers Change Order #3 Resolution 2011-42

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

BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:

J-U-B Engineers has submitted the background documentation for their requested Change Order #3. See the attached memo for additional information.

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:

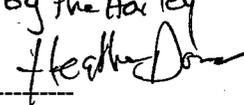
Motion to approve Resolution 2011-42, approving Change Order #3 submitted by JUB Engineers for \$67,578 for engineering costs associated with engineering of Woodside Boulevard.

ADMINISTRATIVE COMMENTS/APPROVAL:

11/18/2011 - meeting with JUB to go over further details resulted in the following recommendation: \$67,578 are true and correct charges for work ordered by City Administrator to perform engineering necessary to meet requirements of the granting agencies prior to
City Administrator _____ Dept. Head Attend Meeting (circle one) Yes No

ACTION OF THE CITY COUNCIL:

Date 11/14/2011 - continued to 11/21/2011

April 8, 2011.
This engineering was not part of the original scope of work contracted for by the Hailey City Council. 

City Clerk _____

FOLLOW-UP:

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

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

CITY OF HAILEY
RESOLUTION NO. 2011-42
RESOLUTION OF THE CITY COUNCIL FOR THE CITY OF HAILEY
AUTHORIZING THE EXECUTION OF CHANGE ORDER NO. 3 TO THE
OCTOBER 15, 2010 CONTRACT FOR ENGINEERING SERVICES WITH
J-U-B ENGINEERS, INC

WHEREAS, the City of Hailey desires to enter into an agreement with J-U-B ENGINEERS (J-U-B) under which J-U-B will perform and be responsible for engineering services for the City of Hailey.

WHEREAS, the City of Hailey and J-U-B have agreed to the terms and conditions of the Contractual Change Order #3, a copy of which is attached hereto.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF HAILEY, IDAHO, that the City of Hailey approves the Contractual Change Order #3 between the City of Hailey and JUB Engineering, Inc. and that the Mayor is authorized to execute the attached Agreement,

Passed this 14th day of November, 2011.

City of Hailey

Richard L. Davis, Mayor

ATTEST:

Mary Cone, City Clerk

City Engineer Memo

To: Mayor Rick Davis
City Council Members

CC: Heather Dawson, City Administrator
Ned Williamson, City Attorney

From: Tom Hellen, City Engineer 

Date: 11/7/2011

Re: J-U-B Engineers Change Order #3

J-U-B Engineers has submitted the back-up documentation (attached) for the time period between March 30 and April 7, 2011 for Change Order #3. This work was required to meet the FHWA April 8, 2011 deadline to have a grant agreement in place in light of the possibility of losing federal funding.

The documentation supplied details the effort made in support of the PS&E (Plans, Specifications & Estimate) submitted to FHWA on April 7 for their acceptance of the design. In reviewing the documentation there are no hours billed at an overtime rate despite the fact that some days show over 10 hours worked. I also find that the hours noted on the billing backup sheets are reasonable for the work completed and submitted to FHWA. The PS&E submitted to FHWA was approximately 100 plan sheets, specifications of over 300 pages and an engineer's estimate.

I recommend approval of Change Order #3 from J-U-B Engineers as a reasonable payment for the work effort needed to maintain the \$3.5 million TIGER II grant when federal funds were in danger of being cut.



J-U-B ENGINEERS, Inc.
AGREEMENT FOR PROFESSIONAL SERVICES

J-U-B ENGINEERS, INC.

Authorization for Additional Services

CLIENT: City of Hailey, Idaho at 115 Main Street South, Suite H, Hailey, Idaho 83333
Project Name: Woodside Blvd Reconstruction Project
J-U-B Project Number: 83-10-043

- 1. Additional Services. The following additional items of work on the project referenced above have been or will be provided by J-U-B ENGINEERS, Inc. (J-U-B). These Additional Services are a supplement to the scope of services contained in J-U-B's existing Agreement for Professional Services for this Project, dated October 15, 2010. All other TERMS AND CONDITIONS of said Agreement remain in full force and effect.

Additional Services: The following additional services are associated with Change Order #3:

- 1. Eliminate multiple phases of the Woodside Blvd project and combine all phases into a single bid package.
2. Expedite PS&E package in order to obligate the Federal Funds associated with the Tiger II Grant.

See detailed scope of work descriptions in Attachment A.

- 2. Verbal Authorization by CLIENT, if Applicable. J-U-B was verbally authorized by the CLIENT to provide these Additional Services by:

Thomas Hellen Name Date 4/1/11-6/30/11

- 3. Payment for Additional Services. Unless otherwise noted below, J-U-B will provide these Additional Services on a time and materials basis, using J-U-B's standard billing rates or, if applicable, the billing rates established in the initial Agreement for Professional Services.

Other Basis for Payment:

This additional change order is Time and Materials Not to Exceed \$67,578. The new total contract amount is \$823,754.71.

- 4. Schedule of Services. Due to the Additional Services, the Schedule of Services to be performed under the original Agreement for Professional Services is modified as follows:

April 1, 2012

Dated this 8 day of November, 2011

CLIENT

J-U-B ENGINEERS, Inc.

By: Project Representative or Authorized Signatory for CLIENT

By: Project Representative or Authorized Signatory for J-U-B

Rick Davis, Mayor Print or Type Name and Title

Chuck A. Larson, P.E./Vice President Print or Type Name and Title

ATTACHMENT A

The following document is intended to provide documentation and explanation of the additional services encountered on the Woodside Blvd Reconstruction Project due to timing and scope changes related to the TIGER II Grant and FHWA requirements.

- 1. Eliminate multiple phases and combine entire package into a single phase**
 - a. 75% submittal for the first of three bid package was scheduled for submittal on Friday, April 1, 2011. This included plans, specs and estimates for the Roundabout at Fox Acres, North Woodside Pavement Overlay Section and SH-75 Signal Design. As FHWA began to inform the City on discussions in Congress that put the Tiger II funding at risk, J-U-B was notified by the City & FHWA late Wednesday afternoon, March 30th (one day prior to the 75% submittal) that all three packages would need to be combined into one. A 100% PS&E package for the entire corridor was to be submitted on April 7th by noon. FHWA required the package to be at a "100% believable level" in order to secure the \$3.5 million Tiger II funding. J-U-B responded immediately and assembled a team of over 17 people in 6 offices to make this request a reality for the City.

- 2. Expedite PS&E package in order to obligate Federal Funds**
 - a. This expedited effort resulted in a substantial change in design scope to generate a single PS&E bid package for the entire corridor. At this time in March, 2011 the project consisted of 30% plans for North Woodside Section, 20% plans for the South Woodside and 75% plans, specs & estimates for the Roundabout, SH-75 Signal and approximately 2000 feet of overlay in North Woodside. JUB was given just under one week to prepare a PS&E plan set for submittal to FHWA for review and signoff in order to obligate the funds for this project. While we were successful obtaining the funds, this effort was costly and did not amount to a significant effort towards the final end product. It was necessary for JUB to go back and revisit this plan set and rework the majority of the design and add the missing details.

 - b. **Finalize PS&E Documents to Advertise by July 6, 2011 (90 day expedited effort)**

This task includes the accelerated effort associated with finalizing the Plans, Specifications and Estimates for the final advertising package. This effort was originally scheduled over the course of 12 months, based on FHWA requirements this was rescheduled for a 3 month timeframe.

 - c. **Additional Project Administration Costs Associated with Expedited Package**

The expedited effort resulted in a large increase in project administration effort. This resulted in additional staff, City and FHWA coordination. There were a number of additional hours dedicated to conference calls and meetings to facilitate the project.



J-U-B ENGINEERS, Inc.
ENGINEERS • SURVEYORS • PLANNERS

2875 S. Decker Lake Drive, Suite 575
Salt Lake City, UT 84119

801-886-9052
Fax: 801-886-9123
www.jub.com

Invoice

Thomas Hellen
City of Hailey
115 S Main Street, Suite H
Hailey, ID 83333

October 27, 2011
Project No: 83-10-043
Invoice No: 0072728

Project 83-10-043 Woodside Blvd Reconstruction Project

Professional Services

Task 020 Environmental Document

Professional Personnel

	Hours	Amount	
PLANNER	2.00	271.26	
Total Labor			271.26
			Total this Task \$271.26

Task 110 Phase II Fox Acres Intersection/ Roundabout

Professional Personnel

	Hours	Amount	
PROJECT MANAGER	2.00	357.86	
PROJECT ENGINEER	14.50	2,140.32	
DESIGN ENGINEER	56.50	5,244.07	
TECHNICIAN	6.00	483.90	
DRAFTER - CAD	37.50	2,415.75	
CLERICAL	7.00	516.95	
Totals	123.50	11,158.85	
Total Labor			11,158.85
			Total this Task \$11,158.85

Task 120 Phase II No & So Woodside Blvd Reconstruct

Professional Personnel

	Hours	Amount	
PROJECT MANAGER	44.60	8,010.74	
PROJECT ENGINEER	73.00	7,414.92	
DESIGN ENGINEER	105.80	8,940.65	
TECHNICIAN	55.00	4,679.21	
DRAFTER - CAD	59.00	2,418.42	
CLERICAL	5.30	214.39	
LANDSCAPE ARCHITECT	4.50	393.40	
PRINCIPAL	.50	132.68	
Totals	342.20	31,609.35	
Total Labor			32,204.41
			Total this Task \$32,204.41



Project 83-10-043 Woodside Blvd Reconstruction Project Invoice 0072728

Task 130 Phase II Woodside Blvd Pavement Overlay
Professional Personnel

	Hours	Amount	
PROJECT MANAGER	6.00	1,073.58	
PROJECT ENGINEER	116.80	14,621.96	
DESIGN ENGINEER	23.50	1,990.69	
TECHNICIAN	49.50	4,079.38	
DRAFTER - CAD	4.00	163.96	
CLERICAL	.50	29.44	
Totals	197.30	21,959.01	
Total Labor			21,959.01
		Total this Task	\$21,959.01

Task 150 Phase II Project Administration
Sub Task 001 Admin Roundabout/Overlay/Traffic Signal
Professional Personnel

	Hours	Amount	
PROJECT MANAGER	.50	97.07	
PROJECT ENGINEER	6.50	955.48	
PLANNER	.60	68.03	
Totals	7.60	1,160.58	
Total Labor			1,160.58
		Total this Sub Task	\$1,160.58

Sub Task 002 Admin North & South Woodside Blvd
Professional Personnel

	Hours	Amount	
PROJECT MANAGER	4.00	715.72	
Total Labor			715.72
		Total this Sub Task	\$715.72
		Total this Task	\$1,876.30

Task 902 Phase II -Reimbursables
Reimbursable Expenses

Mileage		108.17	
Total Reimbursables		108.17	108.17
		Total this Task	\$108.17

LORI LABRUM, P.E.
Project Manager

Total this Invoice

\$67,578.00

Project	83-10-043	Woodside Blvd Reconstruction Project	Invoice	0072728
Billing Backup			Thursday, October 27, 2011	
J-U-B ENGINEERS, Inc.		Invoice 0072728 Dated 10/27/2011	4:22:41 PM	

Project 83-10-043 Woodside Blvd Reconstruction Project

Task 020 Environmental Document

Professional Personnel	Hours	Amount
Planner		
1957 Easton, Charles 3/30/2011 Environmental document completion, processing final review	2.00	271.26
Total Labor		271.26
Total this Task		\$271.26

Task 110 Phase 11 Fox Acres Intersection/ Roundab

Professional Personnel

	Hours	Amount
Project Manager		
1098 Smith, Brian 3/30/2011 qc roundabout plans	2.00	357.86
Project Engineer		
1207 Marden, Travis 3/31/2011 Sheet Revisions,	2.00	267.10
1207 Marden, Travis 4/1/2011 Bid Schedule Item Numbering and Breakout Changes, ASPWC Number Revisions/Additions, PlanChanges	1.00	133.55
1207 Marden, Travis 4/6/2011 Final Plan Revisions, Check Quantities, ISPWCA Standards	2.00	267.10
1207 Marden, Travis 4/7/2011 Sheet Revisions, Meet w/ Sara early to Review, Discuss w/ Tim and Brian, Street Lighting, Lewis Examples to Jay and Tim	1.50	200.33
1891 Labrum, Lori 3/31/2011 Final Design	3.00	477.09
1891 Labrum, Lori 4/7/2011 Woodside PS&E push	5.00	795.15
Design Engineer		
1739 Ells, Christopher 3/30/2011 Finished the Top Back of Curb Station and Offsets as well as the elevations for the different styles of curb that Tim wanted to change to for the roundabout section. Helped marcus with the ISPWC Pay Items and codes that we needed for the roundabout.	6.50	626.99
1739 Ells, Christopher 3/31/2011 Coordinated with Lindsey on adjusting our match lines for woodside as well as details and the adjustments to the curbs for woodside.	1.00	96.46
1739 Ells, Christopher 3/31/2011 Coordinated with Tim B. on the ISPWC Pay Item Codes and how we wanted them described and shown on plans. Also discussed the details and also what we needed to have called out on the Storm Drain System	2.00	192.92

Project	83-10-043	Woodside Blvd Reconstruction Project	Invoice	0072728
1739	Ells, Christopher	3/31/2011 Re-designed the storm drain system and all inverts in and out, helped Marcus with pay items and how we wanted things called out, worked with sara on changing the match lines in the plans as well as redlined up details and Rdwy Sect. so they show corectly.	6.00	578.76
1739	Ells, Christopher	4/1/2011 Redlined plans for Sara to work on and adjusted all the Pay Items and readied the plans for our 75% Submittal	5.50	530.53
1739	Ells, Christopher	4/4/2011 Redlined plans for Sara to update, lined sara out to get all of Tim's comments into dwgs, talked w/ Tim about all of the comments and clarified some issues and also got updated on where we were status wise, also coord. w/ Lindsey for CAD changes	7.50	723.45 <i>96.46</i>
1739	Ells, Christopher	4/5/2011 Revised plans, redlined plans for Sara T., Coordinated w/ Tim B. on the Cost Estimate and Bid schedule items and revised all plans w/ new bid schedule items and coordinated with Lindsey on details and sheet numbers	10.00	964.60 <i>96.46</i>
1739	Ells, Christopher	4/6/2011 Quantified all Cost Estimate qty's as well as continued to Coord. w/ Tim B. on Bid schedule Items and w/ Brian S. on plan sheets to make sure we were able to get our plan sheets and cost estimate in before Thurs. Redlined plans for Sara T. as well	6.00	578.76
1904	Miller, Marcus	3/30/2011 Converting keyed notes to ID pay item codes	2.00	158.60
1904	Miller, Marcus	3/31/2011 Converting keyed notes to ID pay item codes	8.00	634.40
1904	Miller, Marcus	4/1/2011 Converting keyed notes to ID pay item codes	2.00	158.60
Technician				
1588	Lahmon, John	3/30/2011 Create demo plan sheet	1.00	80.65
1588	Lahmon, John	3/31/2011 Create demo plan sheet	5.00	403.25
Drafter - CAD				
1662	Torres, Sara	3/30/2011 Redlines	6.00	386.52
1662	Torres, Sara	3/31/2011 Red lines	6.50	418.73
1662	Torres, Sara	4/1/2011 Red lines	8.00	515.36
1662	Torres, Sara	4/4/2011 Red lines	5.00	322.10
1662	Torres, Sara	4/5/2011 Red lines	4.00	257.68
1662	Torres, Sara	4/6/2011 Red lines	5.00	322.10
1662	Torres, Sara	4/7/2011 Red lines	3.00	193.26

Project	83-10-043	Woodside Blvd Reconstruction Project	Invoice	0072728
Clerical				
1802	Newman, Darla	4/6/2011 Assist Roxann H. with Header/Footer Issues in Spec Documents; Set up Template for Spec Documents	1.00	73.85
1802	Newman, Darla	4/7/2011 Copy/Punch/Bind Contracts/Specs Manual (6sets); Copy/Bind Plan Set (6 sets); Scan Contract/Specs and Plan Set into .pdf format for Tim Blair; Incorporate originals into project files (record/file)	6.00	443.10
Totals			123.50	11,158.85
Total Labor				11,158.85
Total this Task				\$11,158.85

Task 120 Phase 11 No & So Woodside Blvd Reconstru

Professional Personnel

			Hours	Amount
Project Manager				
0793	Krichbaum, Phillip	4/4/2011 Team resources with Twin Falls staff	.50	94.80
0793	Krichbaum, Phillip	4/5/2011 Help Tim B. on tech spec draft submittal	1.50	284.39
1098	Smith, Brian	3/31/2011 plan and profile redlines / back check	4.00	715.72
1098	Smith, Brian	4/1/2011 plan and profile redlines	4.00	715.72
1098	Smith, Brian	4/2/2011 qc review of woodside plans for PS&E submittal	4.00	715.72
1098	Smith, Brian	4/3/2011 plan and profile drawing redlines / design qc	3.00	536.79
1098	Smith, Brian	4/4/2011 back check plan and profile redlines / coordinate ps&e submittal	8.00	1,431.44
1098	Smith, Brian	4/5/2011 coordinate ps&e submittal - plan and profile sheets / demolition sheets / signing / striping sheets	7.00	1,252.51
1098	Smith, Brian	4/6/2011 coordinate / finalize ps&e submittal	12.00	2,147.16
1641	Worrall, Michael	4/5/2011 Review current assignments with Imanuel and Xiaodong picking up work tasks from Tim Blair	.20	38.83
1641	Worrall, Michael	4/7/2011 Discuss the submittal of PS&E plans and the probably next deadline of completing project within 90 days	.40	77.66

7x 93
178.93

Project	83-10-043	Woodside Blvd Reconstruction Project	Invoice	0072728
Project Engineer				
1674	Wang, Xiaodong	4/4/2011 Striping	9.00	960.48
1674	Wang, Xiaodong	4/5/2011 Striping	9.00	960.48
1815	Jones, Lindsey	3/31/2011 Update base file with 5' bike lanes.	8.00	799.12
1815	Jones, Lindsey	4/1/2011 Update base file with bus stops and parking stalls.	8.00	799.12
1815	Jones, Lindsey	4/3/2011 Cross sections.	7.00	699.23 <i>99.19</i>
1815	Jones, Lindsey	4/4/2011 Cross sections and material quantities.	9.50	948.96
1815	Jones, Lindsey	4/5/2011 Material quantities and earthwork quantities.	9.00	899.01
1815	Jones, Lindsey	4/6/2011 Earthwork quantities and plotting sheets.	11.50	1,148.74 <i>99.19</i>
1815	Jones, Lindsey	4/7/2011 Earthwork.	2.00	199.78
Design Engineer				
1866	Aswandi, Imanuel	3/31/2011 Design marking plan and develop plan production	8.80	739.90 <i>84.08</i>
1866	Aswandi, Imanuel	4/1/2011 Determine sign design and relocation, update signing and marking plan sheets	6.00	504.48 <i>84.08</i>
1866	Aswandi, Imanuel	4/2/2011 Determine sign design and relocation, update signing and marking plan sheets	2.00	168.16
1866	Aswandi, Imanuel	4/3/2011 Determine sign design and relocation, update signing and marking plan sheets	7.00	588.56
1866	Aswandi, Imanuel	4/4/2011 Determine sign design and relocation, update signing and marking plan sheets	8.50	714.68
1866	Aswandi, Imanuel	4/5/2011 Updated Signing and Marking sheets, and updating demolition plan sheets	9.50	798.76
1866	Aswandi, Imanuel	4/6/2011 updating demolition plan sheets and signing and marking sheets	4.00	336.32
1866	Aswandi, Imanuel	4/7/2011 confirming the price of service pedestal and marking paint, plotting roundabout plan set	.50	42.04
1868	Root, Trevor	4/4/2011 Computer setup, Plan and Profile sheet drafting	7.00	595.07
1868	Root, Trevor	4/5/2011 Plan and Profile sheet drafting, Quantities	8.00	680.08

Project	83-10-043	Woodside Blvd Reconstruction Project	Invoice	0072728
	1868	Root, Trevor	4/6/2011 Quantities, Redlines, Return drive to Twin Falls	10.00 850.10
	1912	Tuttle, Daniel	4/3/2011 Plan & Profile Sheets	3.00 254.13
	1912	Tuttle, Daniel	4/4/2011 Plan & Profile Sheets	8.00 677.68
	1912	Tuttle, Daniel	4/5/2011 Plan & Profile Sheets	10.00 847.10
	1912	Tuttle, Daniel	4/6/2011 Plan & Profile Sheets, Drainage Report	11.00 931.81
	1912	Tuttle, Daniel	4/7/2011 Drainage Report	2.50 211.78
Technician	1588	Lahmon, John	4/3/2011 Create demo plans	10.00 806.50 <i>806.5</i>
	1588	Lahmon, John	4/4/2011 Create demo plans	9.50 766.18
	1588	Lahmon, John	4/5/2011 Create demo plans	9.50 766.18
	1588	Lahmon, John	4/6/2011 Create demo plans	9.00 725.85
	1800	Rayome, Marilee	4/5/2011 final redlines	8.50 807.25
	1800	Rayome, Marilee	4/6/2011 final redlines	8.50 807.25
Drafter - CAD	1746	Goff, Brian	3/31/2011 Redlines	10.00 409.90 <i>40,99</i>
	1746	Goff, Brian	4/1/2011 Redlines	9.00 368.91
	1746	Goff, Brian	4/2/2011 Redlines	5.00 204.95 <i>40,99</i>
	1746	Goff, Brian	4/3/2011 Redlines	3.00 122.97
	1746	Goff, Brian	4/4/2011 Redlines	10.00 409.90
	1746	Goff, Brian	4/5/2011 Redlines	9.50 389.41
	1746	Goff, Brian	4/6/2011 Redlines, quantities	12.50 512.38
Clerical	1852	Peak, Samantha	4/6/2011 combine and edit pdfs	1.30 55.99
	1937	Schmidt, Elizabeth	4/4/2011 Assisted with plan preparation	3.00 118.80
	1937	Schmidt, Elizabeth	4/6/2011 Assisted with plan preparation	1.00 39.60
Landscape Architect	1788	Graves, Gregory	4/6/2011 Review graphics w/ Bronson	.50 62.72
	1810	Tatton, Bronson	4/6/2011 Landscape streetscape renderings	2.70 223.21

Project	83-10-043	Woodside Blvd Reconstruction Project	Invoice	0072728
	1810	Tatton, Bronson	4/8/2011 Landscape streetscape renderings	1.30 107.47
Principal	1169	Haener, Timothy	4/4/2011 Admin review, resource issues	.50 132.68
			Totals	347.70 32,204.41
			Total Labor	32,204.41
Total this Task				\$32,204.41

Task 130 Phase 11 Woodside Blvd Pavement Overlay
Professional Personnel

			Hours	Amount
Project Manager				
	1098	Smith, Brian	3/30/2011 75% QC review - pavement overlay plan and profile sections	2.00 357.86
	1098	Smith, Brian	3/31/2011 pavement overlay plan and profile section redlines	4.00 715.72
Project Engineer				
	1367	Blair, Timothy	3/30/2011 Woodside_Phase 1, Contract Documents	9.00 1,127.43
	1367	Blair, Timothy	3/31/2011 Woodside_PS&E FHWA, Submittal Package	10.00 1,252.70
	1367	Blair, Timothy	4/1/2011 Woodside_PS&E FHWA, Submittal Package	9.80 1,227.65
	1367	Blair, Timothy	4/2/2011 Woodside_PS&E FHWA, Submittal Package	6.00 751.62
	1367	Blair, Timothy	4/3/2011 Woodside_PS&E FHWA, Submittal Package	8.00 1,002.16
	1367	Blair, Timothy	4/4/2011 Woodside_PS&E FHWA, Submittal Package	12.00 1,503.24
	1367	Blair, Timothy	4/5/2011 Woodside_PS&E FHWA, Submittal Package	16.00 2,004.32
	1367	Blair, Timothy	4/6/2011 Woodside_PS&E FHWA, Submittal Package	15.00 1,879.05
	1367	Blair, Timothy	4/7/2011 Woodside_PS&E FHWA, Submittal Package	9.00 1,127.43
	1441	Herndon, Jesse	3/30/2011 Drafted Redlines	3.00 337.50
	1441	Herndon, Jesse	3/30/2011 SWPPP plan and narrative	3.00 337.50
	1815	Jones, Lindsey	3/30/2011 Typical sections and sawcut limits.	8.00 799.12
	1891	Labrum, Lori	3/30/2011 Final Design	2.00 318.06

125.27

Project	83-10-043	Woodside Blvd Reconstruction Project	Invoice	0072728
---------	-----------	--------------------------------------	---------	---------

1891	Labrum, Lori	4/5/2011 Woodside PS&E push	3.00	477.09
1891	Labrum, Lori	4/6/2011 Woodside PS&E push	3.00	477.09
Design Engineer				
1912	Tuttle, Daniel	3/30/2011 Plan and Profile Sheets-75% Overlay Section	8.00	677.68
1912	Tuttle, Daniel	3/31/2011 Plan and Profile Sheets-PS&E Package	7.50	635.33
1912	Tuttle, Daniel	4/1/2011 Plan and Profile Sheets-PS&E Package	8.00	677.68
Technician				
1345	Dulin, Shawn	3/30/2011 75% plan set edits	6.50	559.65
1345	Dulin, Shawn	4/2/2011 75% plan set edits	4.50	387.45
1345	Dulin, Shawn	4/3/2011 75% plan set edits	4.00	344.40
1345	Dulin, Shawn	4/4/2011 75% plan set edits	1.00	86.10
1588	Lahmon, John	3/30/2011 Create demo plan sheets	8.00	645.20
1588	Lahmon, John	3/31/2011 Create demo plan sheets	5.00	403.25 <i>20.65</i>
1588	Lahmon, John	4/1/2011 Create demo plans for remaining portion of project	10.50	846.83 <i>20.65</i>
1588	Lahmon, John	4/2/2011 Create demo plan sheets	10.00	806.50
Drafter - CAD				
1746	Goff, Brian	3/30/2011 Signing & Striping, Details sheets	4.00	163.96
Clerical				
1687	Syme, Desiree	4/7/2011 Letter of Transmittal to Ed Miltner & Scan and send to Tim Blair.	.50	29.44

Totals 200.30 21,959.01
Total Labor 21,959.01

Total this Task \$21,959.01

Task 150 Phase 11 Project Administration

Sub Task 001 Admin Roundabout/Overlay/Traffic Signal

Professional Personnel

		Hours	Amount
Project Manager			
1641 Worrall, Michael	3/31/2011 Project Staffing discussion regarding need to get a design set ready for next Friday.	.50	97.07

Project	83-10-043	Woodside Blvd Reconstruction Project	Invoice	0072728
---------	-----------	--------------------------------------	---------	---------

Project Engineer				
1207	Marden, Travis	3/31/2011 Conf Call w/ Brian and Tim, PSE Needs for 5/8/11, Discuss Resources, Office Availability, Discuss w/ Tim	1.50	200.33
1891	Labrum, Lori	4/4/2011 Woodside PS&E push	3.00	477.09
1891	Labrum, Lori	4/8/2011 Woodside PS&E push	2.00	318.06
Planner				
1669	Christiansen, Darla	3/31/2011 internal conversations about funding/project status; review comm plan & calendar notes	.60	68.03
Totals			7.60	1,160.58
Total Labor				1,160.58

Sub Task 002 Admin North & South Woodside Blvd

Professional Personnel

			Hours	Amount
02 Project Manager				
1098	Smith, Brian	3/30/2011 conference calls with City / FHWA / Staff to review PS&E revised schedule and discuss next steps	3.00	536.79
1098	Smith, Brian	4/1/2011 review pay items / ISPWC front end requirements	1.00	178.93
Totals			4.00	715.72
Total Labor				715.72

Total thisTask \$1,876.30

Task 900 Reimbursables

Reimbursable Expenses

Mileage				
EX 0052376		4/1/11 Root, Trevor / CAD Boise office - Woodside	37.37	
EX 0052376		4/6/2011 / Root, Trevor / CAD assistance in Boise office - Roundtrip Woodside	70.80	
Total Reimbursables				108.17

Total this Task \$108.17

Total this report	\$67,578.00
--------------------------	--------------------

AGENDA ITEM SUMMARY

DATE: 11/21/11 **DEPARTMENT:** PW - Library **DEPT. HEAD SIGNATURE:** 

SUBJECT: Authorize the Mayor to sign the agreement for the Library HVAC Retrofit project with High Country Heating for \$22,000.

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

BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:

As a part of the Regional EECBG grant we received in 2009 an energy audit was conducted of city facilities to determine possible energy saving projects. The first project was the replacement of the 28 year old roof-top HVAC units. The second priority item was modifications to the Library's HVAC system to increase its' efficiency. Brian Formusa, a local Mechanical Engineer, was hired to provide a review of the existing system and a specification to bid the work. Bids were received on November 10, 2011 from two bidders; High Country Heating and Thornton Heating & Sheet Metal.

A review of the bids was conducted by Brian, Mariel and Tom (see attached). After further discussion it is recommended that line items 1 & 2 be awarded and that line item 3, being more maintenance than capital improvement, should be performed outside of this contract and not use capital funds. An award of the contract to High Country Heating for Line Items 1 & 2 for \$22,000 is recommended. These funds will be a combination of remaining city hall bond funds and EECBG grant funds. We are also exploring a possible incentive from Idaho Power for building demand ventilation.

FISCAL IMPACT / PROJECT FINANCIAL ANALYSIS: Caselle

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	X	Library	<input type="checkbox"/> Benefits Committee
<input 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	X	Public Works, Parks	_____
<input type="checkbox"/> Fire Dept.	<input type="checkbox"/>	P & Z Commission	_____

RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD:

Motion to approve Resolution 2011-~~A~~^H, approving a contract with High Country Heating for \$22,000 for the Library HVAC Retrofit work 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./Agrmt./Order Originals: Record

Copies (all info.):

Instrument # _____

*Additional/Exceptional Originals to: _____

Copies (AIS only)

**CITY OF HAILEY
RESOLUTION NO. 2011-49**

**RESOLUTION OF THE CITY COUNCIL FOR THE CITY OF HAILEY
AUTHORIZING AN AGREEMENT FOR THE LIBRARY HVAC RETROFIT WITH
HIGH COUNTRY HEATING**

WHEREAS, the City of Hailey desires to enter into an agreement with High Country Heating for the Library HVAC Retrofit project.

WHEREAS, the City of Hailey and HDR have agreed to the terms and conditions of the Contract for Services, a copy of which is attached hereto.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF HAILEY, IDAHO, that the City of Hailey approves the Contract for Services between the City of Hailey and High Country Heating for \$22,000 and that the Mayor is authorized to execute the attached Agreement,

Passed this 21st day of November, 2011.

City of Hailey

Richard L. Davis, Mayor

ATTEST:

Mary Cone, City Clerk

Bid Evaluation – Hailey Library HVAC Retrofit Project

Brian Formusa P.E. Project Manager 10/15/2011

This is part of the EECBG Federal Energy Grant Award managed by Mariel Platt/Tom Hellen/Tracy Anderson.

This project is an HVAC modification to the existing Library systems that incorporate Energy Savings strategies such as: A full set of project specs and drawings were issued with the bid package.

Bidders:

	Bid	Leveled Bid
Bid #2 High Country Heating, Hailey ID.	\$26,500.	\$26,500.
Bid #1 Thornton Heating and Sheetmetal, Ketchum ID.	\$27,695.	\$27,695.
Bid #3 Western States Geothermal, Ketchum ID.	Did not submit	

BID SPREAD – 4% No 'Bid Leveling' adjustments – Scope of work documents were very specific.

Recommended Bid Award – High Country Heating, Hailey ID.

Award Value \$26,500.

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

The Bids were evaluated on a point system, results:

Item A: Price – leveled and comparable	Thornton 95 pts:	HighCountry 96 pts	100 pts max
Item B: Vendor Qualifications and Experience:	Thornton 40 pts:	HighCountry 47 pts	50 pts max
Item C: Design Solution:	<u>Thornton 90 pts:</u>	<u>HighCountry 88 pts</u>	<u>100 pts max</u>
TOTALS:	Thornton 225 :	HighCountry 231 pts	(maximum 250 pts)

Commentary on evaluation: Item B Experience: High Country has been maintaining these systems for years and knows them very well. Their service has been more satisfactory, their vendor qualifications are on par with Thornton but their experience with the systems trumps Thorntons' All things equal one has to stay with the dependable horse. Item C Solution: The solution was 98% defined in the design and engineering specs issued, Thornton supplied slightly more documentation on their solution- however upon query, High Country merely withheld the same type of documentation until bid award. Item A Price: With such a tight bid spread and both coming at the low end of the Engineering budget estimate of \$25-35K – they both scored accordingly on a very tightly controlled scope of work with zero wiggle room on performance or quality.

Recommended Bid Award – High Country Heating, Hailey ID.

Award Value. \$26,500.

End of document.

TOM

Vendor	Pricing 100 pts	Qualifications & Experience 50 pts	Design Solution, documentation 100 pts
High Country Heating	100	50	70
Thornton Heating & Sheet Metal	95	45	75

220

215

Maribel

Vendor	Pricing 100 pts	Qualifications & Experience 50 pts	Design Solution, documentation 100 pts	Total
High Country Heating	90	45	0	135
Thornton Heating & Sheet Metal	80	40	0	120

eliminate Bid # 3 if
sewing is done separately
or doesn't need to be done
& do duct sealing +
condensate coil trays in house

HIGH COUNTRY HEATING, INC.

1531 Colibri Lane
P.O. Box 148
Hailey, ID 83333

208-788-3176 Phone
208-788-8130 Fax

November 10, 2011

City of Hailey
Attn: Mr. Tom Hellen
115 Main Street South
Hailey, ID 83333

RE: Request for Proposal
City of Hailey - Library HVAC Retrofit

Dear Mr. Hellen:

Following is our proposal package for the City of Hailey Library HVAC Retrofit. I can be reached at 788-3176 or 720-1955 if you have any questions or concerns, and my email is highcountryheat@hotmail.com. Thank you for the opportunity to bid this project.

Sincerely,



Rick Maxwell
President

RM/dmm

Enclosures

List or attach immediately here-to or below any pricing, system options, line item pricing or alternative pricing. Most likely, all three items will be performed by the awarded contractor at the time of the award.

AWARD OF CONTRACT

The contract will be awarded to one contractor, either one, two or all three line items. It will not be split between contractors.

2.03 --LINE ITEM #1 -- Lump Sum Price Ten thousand eight hundred \$ 10,800.00
(use words)(use numbers)

2.04 --LINEITEM #2-- Lump Sum Price Eleven thousand two hundred \$ 11,200.00

2.05 --LINEITEM #3--Lump Sum Price Four thousand five hundred \$ 4,500.00

- Attach requested bid submittal documentation. (Paragraph 3.02)

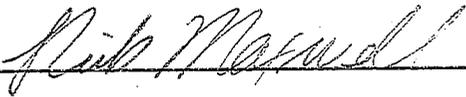
We will provide additional information if awarded job.

THIS BID IS SUBMITTED By:

- A. The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with City of Hailey ('City') in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

SUBMITTED on November 10, 2011 By:

Rick Maxwell Name (Printed)

 Signature

High Country Heating, Inc. Company Name

PO Box 148, Hailey, ID 83333 Address

208-788-3176 Phone

Idaho Public Works Contractor License No. 000607-B-4

Expiration Date 11/30/11

(In process of renewal.)

208-788-3176 Phone
208-788-8130 Fax

**HIGH COUNTRY HEATING, INC.
STATEMENT OF QUALIFICATIONS**

Project Name: City of Hailey - Library HVAC Retrofit

High Country Heating's office is located at 1531 Colibri Lane in the Airport West Business Park in Hailey, Idaho. Owners Rick and Dianne Maxwell built the structure in 2004 for the company with a sheet metal fabrication shop downstairs and offices upstairs. Rick Maxwell has 26 years experience in the HVAC industry (23 years operating High Country Heating); expertise with mechanical drawings, specifications, and design build; and has completed hundreds of commercial projects with over 1,100 jobs total in the Wood River Valley. Rick would oversee the Library project and be responsible for the scope of work, ordering of equipment and material, and conducting site visits frequently. Dianne Maxwell has 34 years experience in the accounting field, and has been in charge of and/or oversees all accounting and office operations for High Country Heating.

With our team of HVAC journeymen, state-of-the-art sheet metal equipment, fleet of company vehicles, and storage area for equipment and material, all located in the heart of the Wood River Valley, we believe we would be the best HVAC company for this project and would deliver quality workmanship on schedule. High Country Heating is already familiar with the Library HVAC system, as we have conducted service and repair on these systems for many years.

If awarded the job, High Country Heating knows time is a major factor in the completion of this project. Demolition and disposal could start as scheduled when job is awarded. High Country Heating would immediately begin ordering roof curbs, equipment, etc.; with these items being ordered quick-ship as the industry allows. Rectangular ductwork could be fabricated and delivered as scheduled. High Country Heating is very capable of completing this project as scheduled and is eager and ready to do so.

208-788-3176 Phone
208-788-8130 Fax

QUALIFICATIONS OF PROJECT TEAM

If awarded the City of Hailey Library HVAC Retrofit project, the following employees would be working on this project:

<u>Name</u>	<u>HVAC License / Title</u>	<u>Years Experience</u>
Rick Maxwell Sr.	Journeyman / General Manager	26
Larry Jones	Journeyman / Service Manager	23
Rick Maxwell Jr.	Journeyman / Installer	5
Rosario Mancera	Journeyman / Installer	24
Brian Formusa	Mechanical Engineer	

(208)788-3176 Phone

(208)788-8130 Fax

**HIGH COUNTRY HEATING, INC.
COMPANY EXPERIENCE**

Following are a few of the projects completed by High Country Heating which include all phases of design, fabrication and installation of HVAC systems and controls:

<u>Year</u>	<u>Dollar Amt.</u>	<u>Work Description</u>	<u>Location</u>	<u>Contractor/Owner</u>
2011	\$ 43,800	BCSD Maintenance Facility	Hailey	Conrad Brothers of Idaho
2011	\$129,400	BCSD Bellevue Elementary - Geothermal	Bellevue	Sawtooth Construction
2010-11	\$221,200	Selby Residence - Residential/Single	Sun Valley	Engelmann Inc.
2010-11	\$103,000	Pyle Residence - Residential/Single	Ketchum	Wilson Construction
2009-10	\$102,700	BCSD Technology Dept. - Liebert System	Hailey	Blaine County School Dist.
2009	\$ 41,500	St. Luke's Women's Imaging - McQuay	Ketchum	St. Luke's Medical Center
2008	\$ 90,500	Sweetwater Grange - LEED Project	Hailey	Roth Development Group
2007-08	\$138,200	Sweetwater - Residential/Multiple Units	Hailey	Roth Development Group
2007-08	\$200,900	Weyyakin Phase IV - Residential/Mult.	Sun Valley	Engelmann Inc.
2007	\$138,400	Idaho Independent Bank - Commercial	Ketchum	Wilson Construction LLC
2005-07	\$356,800	Skiview - Residential/Multiple Units	Ketchum	Elias Construction Inc.
2005-06	\$240,000	River Lodges - Residential/Multiple Units	Ketchum	Watson Builders Inc.
2004	\$ 89,200	Scott USA Building - Industrial	Ketchum	Wilson Construction LLC
2003-05	\$133,000	Popovich Residence - Residential/Single	Ketchum	Allan Donis
2001-04	\$247,300	Hemingways - Residential/Multiple Units	Ketchum	Nash Construction Inc.
2001	\$ 74,400	North Hailey Storage - Commercial	Hailey	Wilson Construction LLC
2000	\$ 80,600	First Bank of Idaho - Commercial	Ketchum	Wilson Construction LLC
2000	\$ 52,500	Salomon Smith Barney - Liebert System	Ketchum	XL Construction
1999-04	\$220,600	Crown Ranch - Residential/Multiple Units	Sun Valley	Watson Builders Inc.
1999	\$ 82,400	Higdon Building - Commercial	Ketchum	Wilson Construction LLC
1996	\$ 61,100	Angel Wings - Commercial	Ketchum	Nash Construction Inc.
1995	\$ 40,900	Redfish Building - Industrial	Ketchum	Nash Construction Inc.
1988-90	\$ 38,000	Redwood/Wilson Building - Industrial	Ketchum	Wilson Construction LLC

C.L. "Butch" Otter
Governor

State of Idaho
Division of Building Safety
PUBLIC WORKS CONTRACTORS LICENSING BUREAU
CONTRACTOR

000607 - B - 4
License Number
Categories: 15700

03/19/2009
Original License Issued

This is to certify that
HIGH COUNTRY HEATING, INC.

has fulfilled the requirements of the law relating to licensing in Idaho Code, Title 54, Chapter 19 & 45
and is hereby granted this certificate.

This license expires: 11/10/2011


Licensee Signature


C. Kelly Pearce, Administrator



P.O. Box 242 (mailing)
12608 Highway 75 (shipping)
Ketchum, ID. 83340
Phone: (208) 726-5520
Fax: (208) 725-5269
thorntonheating@hotmail.com

11/10/11

City Of Hailey
Library Retrofit Project
115 South Main Street
Hailey, Idaho 83333

Schedule of Work

Start date	Nov. 28 th
Material delivery	Nov. 30 th
Installation time	2 weeks
Ventilation downtime	3 – 5 days
Final commission date	Dec. 16 th



P.O. Box 242 (mailing)
12608 Highway 75 (shipping)
Ketchum, ID. 83340
Phone: (208) 726-5520
Fax: (208) 725-5269

thorntonheating@hotmail.com

11/10/11

City Of Hailey

Library Retrofit Project

115 South Main Street

Hailey, Idaho 83333

Description of Work

Bid #1

-To supply and install a zone system for the east library with thermostats, dampers, wiring, and zone controls.

-To supply and install a zone system for the children's wing and library offices with thermostats, dampers, wiring, and zone controls.

-To supply and install return air baffles behind the main library return air grills.

-Commissioning.



P.O. Box 242 (mailing)
12608 Highway 75 (shipping)
Ketchum, ID. 83340
Phone: (208) 726-5520
Fax: (208) 725-5269
thorntonheating@hotmail.com

11/10/11

City Of Hailey

Library Retrofit Project

115 South Main Street

Hailey, Idaho 83333

Description of Work

Bid #2

- To supply and install three Honeywell JADE economizer systems with all new damper motors, controls, sensors, and wiring.
- To supply and install two Honeywell CO sensors.
- To supply and install two Honeywell T775U controllers with pressure sensors for pressure relief. These will turn on the appropriate exhaust fan.



P.O. Box 242 (mailing)
12608 Highway 75 (shipping)
Ketchum, ID. 83340
Phone: (208) 726-5520
Fax: (208) 725-5269
thorntonheating@hotmail.com

11/10/11

City Of Hailey
Library Retrofit Project
115 South Main Street
Hailey, Idaho 83333

Description of Work

Bid #3

- To duct seal all of the exposed ductwork in the basement.
- To add five condensate traps on the A/C.
- To clean five A/C coils.
- To clean five A/C condenser coils.
- To service five furnaces and A/C's.
- Five start up reports.

3.05 -BID FORMS AND AGREEMENTS

In submitting this Bid, Bidder represents, as set forth in the Agreement, that:

PROJECT IDENTIFICATION:

City of Hailey Library Retrofit Project
115 Main St S

Submit bidsto The City of Hailey, 115 Main St S, Hailey ID 83333 –Deliver in person to Clerks desk, or mail to The City of Hailey, Attn: Tom Hellen.

- A. Bidder has examined and carefully studied the Bidding Documents, the other related data identified in the Bidding Documents, and the following Addenda, receipt of all which is hereby acknowledged.

	<u>Addendum No.</u>	<u>Addendum Date</u>
a.	_____ 	_____ 
b.	_____	_____
c.	_____	_____

- B. Attended the Mandatory Site Pre-bid Meeting or made special arrangements to Visit the Site and become familiar with and satisfy Bidder as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work;
- C. Become familiar with and satisfy Bidder as to all federal, state, and local Laws and Regulations that may affect cost, progress, or performance of the Work;
- D. Obtain and carefully study (or assume responsibility for doing so) all additional or supplementary examinations, investigations, explorations, tests, studies, and data concerning site conditions which may affect cost, progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, including any specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents, and safety precautions and programs incident thereto;
- E. Agree at the time of submitting its Bid that no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of its Bid for performance of the Work at the price bid and within the times and in accordance with the other terms and conditions of the Bidding Documents;
- F. Become aware of the general nature of the work to be performed by City of Hailey ("City") and others at the Site that relates to the Work as indicated in the Project manual and Bidding Documents;
- G. Determine that the Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work or; promptly give City written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder discovers in the Bidding Documents and confirm that the written resolution thereof by City is acceptable to Bidder.

- H. The submission of a Bid will constitute an incontrovertible representation by Bidder that Bidder has complied with every requirement of this part, that without exception the Bid is premised upon performing and furnishing the Work required by the Bidding Documents and applying any specific means, methods, techniques, sequences, and procedures of construction that may be shown or indicated or expressly required by the Bidding Documents, that Bidder has given City written notice of all conflicts, errors, ambiguities, and discrepancies that Bidder has discovered in the Bidding Documents and the written resolutions thereof by City are acceptable to Bidder, and that the Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performing and furnishing the Work.
- I. Bidder has obtained and carefully studied (or assumes responsibility for having done so) all additional or supplementary examinations, investigations, explorations, tests, studies and data concerning conditions at or contiguous to the Site which may affect cost, progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, including applying the specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents to be employed by Bidder, and safety precautions and programs incident thereto.
- J. Bidder has given CITY'S REPRESENTATIVE written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and the written resolution thereof by CITY'S REPRESENTATIVE is acceptable to Bidder.
- K. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work for which this Bid is submitted.
- L. Bidder further represents that this Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; Bidder has not solicited or induced any individual or entity to refrain from bidding; and Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or over CITY.
- M. Bidder will complete the Work in accordance with the Project manual and Contract Documents for the following price(s):
- N. Bidder agrees that the Work will be substantially completed and completed and ready for final payment in accordance Project Manual on or before the dates or within the number of calendar days indicated in the Agreement.

List or attach immediately here-to or below any pricing, system options, line item pricing or alternative pricing. Most likely, all three items will be performed by the awarded contractor at the time of the award.

AWARD OF CONTRACT

The contract will be awarded to one contractor, either one, two or all three line items. It will not be split between contractors.

2.03 -LINE ITEM #1 - Lump Sum Price eight thousand five hundred fifty three dollars \$ 8,553.00
 (use words)(use numbers)

2.04 -LINEITEM #2- Lump Sum Price sixteen thousand seven hundred two dollars \$ 16,702.00

2.05 -LINEITEM #3-Lump Sum Price two thousand four hundred forty dollars \$ 2,440.00

- Attach requested bid submittal documentation. (Paragraph 3.02)

THIS BID IS SUBMITTED By:

- A. The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with City of Hailey ('City') in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

SUBMITTED on 11-10, 2011 By:

Matt Thornton Name (Printed)

Matt Thornton Signature

Thornton Heating & Sheetmetal Inc Company Name

P.O. Bx 242 Ketchum, ID 83340 Address

208-726-5520 Phone

Idaho Public Works Contractor License No. 003192-A-4

Expiration Date 11-30-2012

**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 High Country Heating
(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:

The addition of zone dampers, modified thermostat and economizer controls; new controls for demand ventilation and existing exhaust fans; modifications to the existing ductwork, duct sealing and basic system maintenance for the City of Hailey Library HVAC systems.

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 Library HVAC 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 January 15, 2012, and completed and ready for final payment in accordance with paragraph 14.07 of the General Conditions on or before January 31, 2012.

4.03 *Liquidated Damages*

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

<u>Twenty two thousand and no/100 Dollars</u>	<u>(\$ 22,000.00)</u>
(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. General Conditions – Division 100 of the Idaho Standards for Public Works Construction (not attached)
3. Supplementary Conditions (pages 1 to 6, inclusive);
4. Exhibits to this Agreement (enumerated as follows):
 - a. Notice to Proceed (not attached)
 - b. CONTRACTOR's Bid Documents in entirety (not attached);

5. 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 _____, 2011 (which is the Effective Date of the Agreement).

OWNER:

CONTRACTOR:

By: _____

By: _____

[CORPORATE SEAL]

[CORPORATE SEAL]

Attest _____

Attest _____

Address for giving notices:

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.)

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:

Designated Representative:

Name: Tom Hellen

Name: _____

Title: Public Works Director/City Engineer

Title: _____

Address: 115 Main St S

Address: _____

Hailey, ID 83333

Phone: (208) 788-9830 Ext 14

Phone: _____

Facsimile: (208) 788-2924

Facsimile: _____

E-Mail: tom.hellen@haileycityhall.org