

AGENDA ITEM SUMMARY

DATE: 12/9/10 **DEPARTMENT:** Finance & Records **DEPT. HEAD SIGNATURE:** _____

SUBJECT:

Taxi License Renewal

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

BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:

Annual taxi business license renewals for Mountain Resort Services dba A-1 Sun Valley Taxi & Transportation dba Rocky Mountain Transportation.
City staff and Hailey Police Department have reviewed and approved applications.

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 Airport Cab for 2011 license.

ADMINISTRATIVE COMMENTS/APPROVAL:

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

ACTION OF THE CITY COUNCIL:

Date _____
City Clerk _____

FOLLOW-UP:

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

**CITY OF HAILEY
AUTO TRANSPORTATION SERVICE
BUSINESS LICENSE APPLICATION**

LICENSE FEES:

NEW, RENEWAL \$250.00
(License application for full year Jan. 01 – Dec. 31)
FINGERPRINT PROCESSING (if applicable) \$34.00
TOTAL FEES: \$250.00

<u>OFFICE USE ONLY</u>	
DATE APPLICATION RECEIVED:	_____
LICENSE# _____	APPROVED _____
BUSINESS NAME _____	
NEW _____ RENEWAL _____	LICENSE FEE _____
FINGERPRINTS _____	INSURANCE _____
POLICE CHECK _____	REGISTRATION _____

[Handwritten signature and initials over the form]

EXPIRES ANNUALLY ON DECEMBER 31ST

NAME OF APPLICANT Robert F. Caesar, Jr.
DRIVER'S LICENSE NUMBER WY 105478-291 DATE OF BIRTH 08/08/1964
TELEPHONE NUMBER (307) 734-1344 EMERGENCY CONTACT Rob Caesar
COMPANY NAME Mountain Resort Services, d/b/a A-1 Sun Valley Taxi & Transportation d/b/a Rocky Mountain Transportation
COMPANY ADDRESS 250 South Main St. Ketchum, ID
COMPANY MAILING ADDRESS PO Box 8918, Jackson, WY 83002
COMPANY PHONE NUMBER (208) 726-9351
PARTNER, CORPORATION, OR ASSOCIATION NAME(S) Mountain Resort Services
NAME OF OPERATING MANAGER Stan Drialo
NUMBER OF VEHICLES OPERATED BY BUSINESS Three (3)

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

I HEREBY AFFIRM THAT THE INFORMATION CONTAINED IN THIS APPLICATION IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE.

[Handwritten Signature]
SIGNATURE OF APPLICANT

11/21/10
DATE

CITY OF HAILEY

Taxi License

Mountain Resort Services

DBA

A-1 Sun Valley Taxi & Trans. / Rocky Mountain Trans.

at

221 Northwood Way Unit 500 B

This license valid through 12/31/2011

License No. 1095T



Deputy City Clerk

12/13/10

Issue Date

Pretreatment Designation:

AGENDA ITEM SUMMARY

DATE: 12/9/10 **DEPARTMENT:** Finance & Records **DEPT. HEAD SIGNATURE:** _____

SUBJECT:
Taxi License Renewal

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

BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:
Annual taxi business license renewals for Wood River Taxi.
City staff and Hailey Police Department have reviewed and approved applications.

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 Airport Cab for 2011 license.

ADMINISTRATIVE COMMENTS/APPROVAL:

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

ACTION OF THE CITY COUNCIL:
Date _____
City Clerk _____

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



AUTO TRANSPORTATION SERVICE BUSINESS LICENSE APPLICATION

RECEIVED
DEC 03 2010

LICENSE FEES:

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

Fingerprint Processing \$34.00
(If applicable)

TOTAL: 280.⁰⁰

OFFICE USE ONLY	
NEW _____	RENEWAL _____
APPROVED _____	DENIED _____
POLICE CHECK _____	

EXPIRES ANNUALLY ON DECEMBER 31ST

Business Name: Wood River Taxi

Owner Driver's License Number EA122223K Owner Date of Birth 12/17/74

Number of Vehicles Operated by Business 3

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: _____

Currently, I driver John Brandon, registered w/ Ketchum, Hailey + Airport.

CITY OF HAILEY

Taxi License

Wood River Taxi

DBA

Wood River Taxi

at

1771 Woodside Blvd

This license valid through 12/31/2011

License No. 1117T



Deputy City Clerk

12/31/10

Issue Date

Pretreatment Designation:

AGENDA ITEM SUMMARY

DATE: 12/9/10 **DEPARTMENT:** Finance & Records **DEPT. HEAD SIGNATURE:** _____

SUBJECT:

Taxi License Renewal

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

BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:

Annual taxi business license renewals for Clay Rawlings Taxi.
City staff and Hailey Police Department have reviewed and approved applications.

FISCAL IMPACT / PROJECT FINANCIAL ANALYSIS

Budget Line Item # _____ Caselle # _____
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 Airport Cab for 2011 license.

ADMINISTRATIVE COMMENTS/APPROVAL:

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

ACTION OF THE CITY COUNCIL:

Date _____
City Clerk _____

FOLLOW-UP:

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



AUTO TRANSPORTATION SERVICE BUSINESS LICENSE APPLICATION

LICENSE FEES:

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

Fingerprint Processing \$34.00
(If applicable)

TOTAL: 250.00

OFFICE USE ONLY	
NEW _____	RENEWAL _____
APPROVED <u> <i>W</i> </u>	DENIED <u> <i>D</i> </u>
POLICE CHECK <u> <i>W</i> </u>	

EXPIRES ANNUALLY ON DECEMBER 31ST

Clay Rawlings Taxi

Business Name: _____

Owner Driver's License Number FA127069 C Owner Date of Birth June 5, 1961

Number of Vehicles Operated by Business one

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 xx

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 xx

If yes, please explain: _____

CITY OF HAILEY

Taxi License

Clay Rawlings Taxi

DBA

Clay Rawlings Taxi

at

Box 5119

This license valid through 12/31/2011

License No. 1428



Deputy City Clerk

12/13/10

Issue Date

Pretreatment Designation:

AGENDA ITEM SUMMARY

DATE: 12/9/10 **DEPARTMENT:** Finance & Records **DEPT. HEAD SIGNATURE:** _____

SUBJECT:
Taxi License Renewal

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

BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:
Annual taxi business license renewals for Miller's Limo

City staff and Hailey Police Department have reviewed and approved applications.

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: (IFAPPLICABLE)
____ 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 Airport Cab for 2011 license.

ADMINISTRATIVE COMMENTS/APPROVAL:

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

ACTION OF THE CITY COUNCIL:
Date _____
City Clerk _____

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



AUTO TRANSPORTATION SERVICE BUSINESS LICENSE APPLICATION

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 _____
APPROVED _____	DENIED _____
POLICE CHECK _____	

EXPIRES ANNUALLY ON DECEMBER 31ST

Business Name: Miller's Limo LLC

Owner Driver's License Number FA 124810H Owner Date of Birth 12-20-1983

Number of Vehicles Operated by Business 3

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 X

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 X

If yes, please explain: _____

CITY OF HAILEY

Taxi License

Miller's Limo

DBA

Miller's Limo

at

201 Polo Club Lane

This license valid through 12/31/2011

License No. 1303T



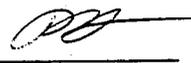
Deputy City Clerk

12/31/10

Issue Date

Pretreatment Designation:

AGENDA ITEM SUMMARY

DATE: 12/13/10 DEPARTMENT: PW DEPT. HEAD SIGNATURE: 

SUBJECT: Motion to authorize the Mayor to sign the 2010 Tree City USA application

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

BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:

Recertification of Tree City USA is required annually.

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

ACKNOWLEDGEMENT BY OTHER AFFECTED CITY DEPARTMENTS: (IF APPLICABLE)

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

RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD:

ADMINISTRATIVE COMMENTS/APPROVAL:

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

ACTION OF THE CITY COUNCIL:
Date _____

City Clerk _____

FOLLOW-UP:
*Ord./Res./Agmt./Order Originals: Record *Additional/Exceptional Originals to: _____
Copies (all info.): _____ Copies (AIS only)
Instrument # _____

Tree City USA

2010 Application for Certification



The Tree City USA award is in recognition of work completed by the community during the 2010 calendar year.

As Mayor of the Community of The City of Hailey

I herewith make application for this community to be officially certified/recertified as a Tree City USA for 2010, having achieved the standards set forth by the Arbor Day Foundation as noted below.

Standard 1: A Tree Board or Department

Tom Hellen	Public Works Director	208-788-9830	tom.hellen@haileycityhall.org
Jen Smith	City Arborist for Ketchum	208-726-7820	jsmith@ketchumidaho.org

Standard 2: A Community Tree Ordinance

Our community ordinance is on record

Standard 3: A Community Forestry Program with an Annual Budget of at Least \$2 Per Capita

Total Community Forestry Expenditures	\$27,804.50
Community Population	8,400
Per Capita Spending	\$3.31

Standard 4: An Arbor Day Observance and Proclamation

Official Arbor Day proclamation is on record

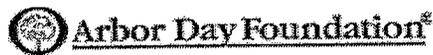
_____ Mayor or Equivalent Signature	_____ Title	_____ Date
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Application Certification
To Be Completed By The State Forester:

The City of Hailey

The above named community has made formal application to this office. I am pleased to advise you that we reviewed the application and have concluded that, based on the information contained herein, said community is eligible to be certified as a Tree City USA community, for the 2010 calendar year, having in my opinion met the four standards required for recognition.

_____ State Forester Signature	_____ Title	_____ Date
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AGENDA ITEM SUMMARY

DATE: 12/13/10 DEPARTMENT: PW - Parks DEPT. HEAD SIGNATURE: 

SUBJECT: Motion to approve the nomination of an "ad hoc" committee to review and rank the skatepark design-build proposals received on December 15, 2010.

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

BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:

The expansion of the skatepark will be constructed under a design-build contract in the summer of 2011 following the July 4 rodeo. Proposals have been requested to be submitted to the City of Hailey by December 15. These proposals will be scored in accordance with a formula in the RFP documents. A copy of the design review criteria is attached. Because a skatepark design is a specialized item which city staff has little experience we are requesting assistance from a group of citizens familiar with skateboarding. The following citizens have been contacted and have agreed to participate in the ranking of the submittals:

- Gene Fairbrother
- Steve Fairbrother
- Josh Keefer
- Pat Lee
- Jason Lyman

In addition I have requested Dave Ferguson to be the city representative for ranking the proposals as the only city staff person with skateboarding experience. As there is also landscaping and arts components requested in the RFP there will be a member from the Parks & Lands board and the Arts Commission involved in the review.

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

ACKNOWLEDGEMENT BY OTHER AFFECTED CITY DEPARTMENTS: (IF APPLICABLE)
____ City Attorney ____ Clerk / Finance Director ____ Engineer ____ Building
____ Library ____ Planning ____ Fire Dept. _____
____ Safety Committee ____ P & Z Commission ____ Police _____
____ Streets ____ Public Works, Parks ____ Mayor _____

RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD:

ADMINISTRATIVE COMMENTS/APPROVAL:

City Administrator _____

Dept. Head Attend Meeting (circle one) Yes No

ACTION OF THE CITY COUNCIL:

Date _____

City Clerk _____

FOLLOW-UP:

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

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

Draft 12-30-03

00005 PROJECT INFORMATION

1. REQUEST FOR PROPOSALS

- a. These documents constitute a Request for Proposals for the design and construction of the project described below.
- b. Project Name: City of Hailey Skatepark Expansion
- c. Date: November 12, 2010
- d. Owner: City of Hailey
 - i. Department: Public Works
 - ii. Project Manager: Tom Hellen
 - iii. Address: 115 Main St S, Hailey, ID 83333
 - iv. Phone/Fax: (208) 788-9830 Ext 14 / (208) 788-2924
 - v. Email: tom.hellen@haileycityhall.org

2. PROJECT DESCRIPTION

- a. Summary Project Description: An expansion of the existing skatepark by incorporating "street skate" aspects into an area of approximately 18,000 sf, reserving 7,000 sf for landscape amenities, and consideration of public art components into the design.
 - i. The landscape areas must be a minimum of 1,500 sf each.
 - ii. The project design-build team must include a landscape architect familiar with native landscaping appropriate for the Hailey area.
 - iii. **The project team must include a public works licensed landscape contractor.**
 - iv. The City of Hailey has selected five artists for participation in a public art component to the overall Rodeo Grounds project with a desire to include art within the skatepark expansion.
- b. Contract Scope: Design and construction including design **and installation of landscaping and irrigation.**
- c. Maximum Contract Amount: Two hundred **forty** five thousand Dollars (\$245,000)
- d. Contract Terms: Lump Sum
- e. Anticipated Notice-to-Proceed with Design: January 25, 2011
- f. Anticipated Construction Start: July 8, 2011.
- g. Required Construction Completion: Not later than September 30, 2011.

3. SELECTION PROCESS

- a. The selection process will be a single-stage RFP process. Evaluation of proposals will include an evaluation of both qualifications of the design team and proposed design at the same time.
- b. Proposal Selection Process: Open, by the City of Hailey "ad hoc" review team based on proposal submitted and "weighted criteria" evaluation.
 - i. RFP Available: November 17, 2010
 - ii. Proposal Due Date: December 15, 2010
 - iii. Pre-Proposal Briefing: None
 - iv. Pre-Proposal Site Tour: None scheduled. The site is open for inspection by all interested parties at their choosing.

4. PERTINENT INFORMATION

- a. Availability of Documents: Complete sets of Request for Proposal documents may be obtained from the City after November 17, 2010 at City Hall, 115 Main St S., Hailey, ID 83333 or by contacting the Public Works Department at (208) 788-9830, Ext. 14. There is no fee for the documents. To receive notifications and addenda, RFP holders must register with the Public Works Department.
- b. Public Works Contracting & Design Requirements:
 - i. Prime design-builder must be a State of Idaho Public Works licensed contractor with an available bonding capacity sufficient to bond for this project contract amount. A bid bond in the amount of 5% of the bid must be submitted with the proposal. Performance and Payment bonds each in the amount of 100% of the contract amount will be required from the selected proposer prior to execution of the contract. All State of Idaho Public Works laws that apply to construction will be applicable.
 - ii. Design team must include a landscape architect **and landscaping subcontractor..**
 - iii. A public art component to the design is encouraged but not required.
 - iv. The design-build team must have designed and built at least two similar projects within the last year.
 - v. The design-build team must develop and submit a detailed schedule, including major design and construction milestones with their proposal. The schedule must show enough detail to show how the design-builder will complete the project within the project deadlines.

00200 INSTRUCTIONS TO PROPOSERS

1. COMPETITION PROCESS

1.1 PROJECT SCHEDULE

- 1.1.1 RFP Notice Publish Dates: November 17 & 24, 2010
- 1.1.2 RFP Documents Available: November 17, 2010
- 1.1.3 Proposals Due: December 15, 2010
- 1.1.4 Notice of Award: Within 30 days after due date.
- 1.1.5 Start of Construction: July 8, 2010
- 1.1.6 Desired Final Completion Date: September 30, 2011
- 1.1.7 The City of Hailey reserves the right to change the schedule or terminate the entire competition process at any time.

1.2 REQUEST FOR PROPOSALS

1.2.1 The RFP Documents will consist of:

- a. The Request for Proposal, including:
 - i. PROJECT INFORMATION
 - ii. INSTRUCTIONS TO PROPOSERS
 - iii. THE PROPOSAL FORM
 - iv. THE AGREEMENT AND CONDITIONS OF THE CONTRACT
 - v. SAMPLE CONTRACT AND AGREEMENT FORMS
 - vi. PROPOSAL SUBSTANTIATION SUBMITTAL REQUIREMENTS
- b. The Conceptual Documents including:
 - i. The Program Summary.
 - ii. The Project Program.
 - iii. The Performance Requirements.
 - iv. The Design and Construction procedures.

1.2.2 Proposal Submission: Date as indicated in schedule above.

- a. Time: Not later than 2:00 pm MST
- b. Location: City of Hailey City Hall, 115 Main St S., Hailey, ID 83333
- c. Number of Copies: 1 copy of the executed Proposal Form with Bid Bond attached, and the Exhibits. Submit Proposal Form and Bond in a separate sealed envelope.
 - i. 1 copy of the Proposal Form and Bid Bond in a separate sealed envelope.
 - ii. 6 copies of Exhibits including written materials and reduced scale drawings.
 - iii. 3 copies of full size drawings.

- 1.2.3 Proposal Security: Each proposal must be accompanied by bid surety payable to the City in the amount of 5% of the proposal price. The bid surety shall be either a Bid Bond or a Certified Check.
- 1.2.4 Proposal Exhibits will be opened and receipt acknowledged. The Exhibits will be evaluated privately and without the "ad hoc" review team's knowledge of the Proposers' Price. After evaluation and scoring the Proposal Forms will be available for public review.
- 1.2.5 Acceptance, Award, and Rejection: All proposals will remain subject to acceptance for 60 days after the day of the proposal opening, but City may, at its sole discretion, release any proposal and return the proposal security prior to that date.
- a. City reserves the right to reject any or all proposals, including without limitation the right to reject any or all nonconforming, nonresponsive, unbalanced, or conditional proposals.
 - b. City also reserves the right to waive all informalities not involving price, time, or changes in the work, and to negotiate contract terms with the apparent successful proposer.
- 1.2.6 Execution of Agreement: When the City gives a Notice of Award to the successful proposer, the proposer will be expected to execute the Agreement within 15 days thereafter and deliver the required contract security.

2. EVALUATION

2.1 THE EVALUATORS

- 2.1.1 Evaluation and recommendation will be made by a seven - nine member jury appointed by the City for that purpose as an "ad hoc" review team. The "ad hoc" review team will be composed of City staff, a Parks & Lands Board member and local skateboarders and will be chaired by the City's Public Works Director.
- 2.1.2 Contact with City's Evaluator's prohibited: Prospective proposers are prohibited from discussing the RFP and the project with any member of the "ad hoc" review team except as provided herein; inappropriate contact will be grounds for disqualification and proposal rejection.
- 2.1.3 Notice of Award: Notification to the successful proposer and all unsuccessful proposers will be made by January 25, 2011.
- 2.1.4 City may conduct such other investigations as City deems is necessary to assist in the evaluation of any proposal and to establish the responsibility, qualifications, and financial ability of the proposers to perform the work in accordance with the Contract Documents.
- 2.1.5 City will conduct a debriefing after award at the request of any proposer.

2.2 SELECTION CRITERIA

- 2.2.1 Basis of Selection: The successful proposal will be the one that provides the best value to the City, based on total score calculated using ranked design, price, and "weighted criteria", as noted below.

- 2.2.2 Design/Price/"Weighted" Criteria: In evaluating proposals, City will consider the following in the order given, based on the Exhibits submitted with the Proposal Form:
- a. Design (40 points) The top determined design will receive 40 points with all other designs receiving lesser totals.
 - b. Price (25 points) The lowest priced proposal will receive the maximum available points; others will receive fewer points proportional to the percent that their price exceeds the lowest price.
 - c. Project Approach and Schedule (15 points) Viable design and a construction schedule meeting the required Completion Date.
 - d. Qualifications of Project Team (10 points) Design experience of project team members.
 - e. Relevant Project Experience (10 points) Examples of past design-build projects successfully completed.
- 2.2.3 Proposal Exhibits: Submit drawings, specifications, and other data sufficient to adequately explain the design intent and the character of the proposed design and construction.
- 2.2.4 Minimum Qualifications Required:
- a. State of Idaho Public Works License.
 - b. Minimum Experience in Similar Projects: Similar type, size and scope.
 - i. 4 projects in the last two years.
 - c. Bonding Capacity: At least 100% of the contract price.
 - d. Insurability: \$1,000,000, minimum.
 - e. Team Composition: **Landscape Architect and landscape company** in addition to the skatepark designers.

3. TERMS AND PROCEDURES

- 3.1 Copies of Proposal Documents: Complete sets of Documents may be obtained from the City at the address indicated in the Invitation to Proposers. Documents may also be emailed if requested.
- 3.1.1 Proposal Documents: A deposit sum will not be required.
- 3.1.2 Documents will not be issued to subcontractors or suppliers.
- 3.1.3 Complete sets of Proposal Documents must be used in preparing proposals. The City will not assume any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Proposal Documents.
- 3.2 Questions: All questions about the meaning or intent of the Documents are to be directed to the Public Works Director by email or fax. All questions will reference the specific item in question.
- 3.2.1 Interpretations or clarifications considered necessary by the City in response to such questions will be issued by Addenda faxed, emailed or mailed to all parties recorded by City as having received the Proposal Documents.

00300 INFORMATION AVAILABLE TO PROPOSERS

1. GRANT REQUIREMENTS

- a. The selected Proposal for the design and construction of the City of Hailey Skatepark Expansion will be used in requesting an Idaho Department of Parks and Recreation (IDPR) Land and Water Conservation Fund (LWCF) grant.
- b. An LWCF grant is a federally funded grant administered by IDPR.
- c. The LWCF grant requires that ADA access be maintained. In the case of a skatepark design the emphasis will be on providing viewing areas that are ADA accessible.

2. PUBLIC ART COMPONENT

- a. The City of Hailey has selected the following five artists for participation in a public art component to the overall Rodeo Grounds project with a desire to include art within the skatepark expansion.

- b. Tom Teitge
Sculptor and muralist; sculptures often consist of found/recycled materials and appeal to all ages.
groundwiretom@gmail.com
788-9785

Marie Stewart
Painter with a modern sensibility; bright, free-spirited designs that could be translated into other materials.
mstewartdesigns@gmail.com
788-4833

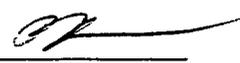
Troy Passey
Abstract pen and ink; strong use of words in designs, which can transfer to other materials.
tpassey@gmail.com
342-6133

Bill Amaya
Custom designed, hand built railings, doors, benches, etc. from metal or wood.
stairbuilder@mac.com
578-0218

Ellen Nasvik
Custom concrete designs; benches, flat surfaces, sculptures.
411@postmodernconcrete.com
727-7385

- c. Proposers are encouraged to contact any or all of these artists for their input into the skatepark expansion design. The review of the skatepark design will evaluate public art components as a part of the overall design.

AGENDA ITEM SUMMARY

DATE: ^{12/13/10}~~10/11/10~~ DEPARTMENT: PW - Parks DEPT. HEAD SIGNATURE: 

SUBJECT: Motion to award a contract to All Seasons Landscaping for \$12,853 for the planting of trees and shrubs at the E W Fox Demonstration Garden and authorize the Mayor to sign upon review by the City Attorney.

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

BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:

This contract is for the planting of trees and shrubs previously purchased for the E W Fox Garden as a part of the grant received from the ID Dept of Lands. Completion of this project will occur in the spring.

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

ACKNOWLEDGEMENT BY OTHER AFFECTED CITY DEPARTMENTS: (IF APPLICABLE)
____ City Attorney ____ Clerk / Finance Director ____ Engineer ____ Building
____ Library ____ Planning ____ Fire Dept. _____
____ Safety Committee ____ P & Z Commission ____ Police _____
____ Streets ____ Public Works, Parks ____ Mayor _____

RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD:

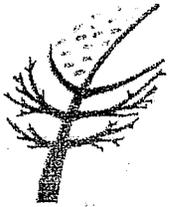
ADMINISTRATIVE COMMENTS/APPROVAL:

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

ACTION OF THE CITY COUNCIL:
Date 10/11 - Council approved

City Clerk _____

FOLLOW-UP:
*Ord./Res./Agmt./Order Originals: Record *Additional/Exceptional Originals to: _____
Copies (all info.): _____ Copies (AIS only)
Instrument # _____



ALL SEASONS LANDSCAPING, INC.

901 SOUTH MAIN STREET

BELLEVUE, ID. 83313

208-788-3352

October 1, 2010

Tom Hellen
Public Works Director City Of Hailey
115 Main Street South
Hailey, ID 83333

RE: E W Fox Demonstration Garden

Dear Tom,

On behalf of the staff and management of All Seasons Landscaping we appreciate the opportunity to present to you our bid on the landscape installation for the E W Fox Demonstration Garden. Please note the following items are not included in our bid.

1. Power to the irrigation controller
2. Benches
3. Walkways
4. Boulders
5. Dry stream bed
6. Kiosk
7. Monument Boulders
8. Utilities

All of these are shown on the plans provided but are not listed in the scope of work and there for we excluded them.

Should you have any questions we would be happy to-review them with you. Please direct them to Steve Vasher who can be reached at 208-309-1426

Thank you again for the opportunity to work with you on this Hailey Project

Sincerely,

Mark Martens
President

Enclosures

E W Fox Bid Form

PROJECT IDENTIFICATION: E W Fox Garden Tree & Shrub Planting

THIS BID IS SUBMITTED TO:

The City of Hailey
115 Main St S
Hailey, ID 83333

1.01 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with OWNER 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.

2.01 Bidder accepts all of the terms and conditions of the Advertisement or Invitation to Bid and Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. The Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of OWNER.

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

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>
_____	_____
_____	_____
_____	_____

B. Bidder 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. Bidder 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. Bidder has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site (except Underground Facilities) which have been identified in the Supplementary Conditions as provided in paragraph 4.02 of the General Conditions, and (2) reports and drawings of a Hazardous Environmental Condition, if any, which has been identified in the Supplementary Conditions as provided in paragraph 4.06 of the General Conditions.

E. 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 (surface, subsurface and Underground Facilities) 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.

F. Bidder does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price(s) bid and within the times and in accordance with the other terms and conditions of the Bidding Documents.

G. Bidder 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 Bidding Documents.

H. Bidder has correlated the information known to Bidder, information and observations obtained from visits to the Site, reports and drawings identified in the Bidding Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Bidding Documents.

I. Bidder has given ENGINEER written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and the written resolution thereof by ENGINEER is acceptable to Bidder.

J. 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.

4.01 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 OWNER.

5.01 Bidder will complete the Work in accordance with the Contract Documents for the following price(s):

LUMP SUM BID PRICE Twelve Thousand Eight Hundred Fifty Three (\$ 12,853.00)
(use words) Dollars (figures)

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

6.01 Bidder agrees that the Work will be substantially complete on or before October 31, 2010, and completed and ready for final payment in accordance with paragraph 14.07.B of the General Conditions on or before November 15, 2010.

6.02 Bidder accepts the provisions of the Agreement as to liquidated damages in the event of failure to complete the Work within the times specified above, which shall be stated in the Agreement.

6.03 Bidder agrees to comply with Idaho Code 44-1001 through 44-1006, regarding employment of Idaho residents.

7.01 The following documents are attached to and made a condition of this Bid:

B. Bidder shall include in his Bid the name, or names and address, or addresses, and Idaho Public Works Contractor License Numbers of the Subcontractors who shall, in the event the Bidder secures the Contract, subcontract the plumbing, heating and air-conditioning work, and electrical work under the general Contract;

C. In addition to subcontractors for plumbing, heating and air-conditioning work, and electrical work, provide the names and addresses of the additional subcontractors, suppliers, individuals or entities called for in the Instructions to Bidders (include Idaho Public Works Contractor License Numbers for any subcontractors);

8.01 The terms used in this Bid with initial capital letters have the meanings indicated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

SUBMITTED on Oct 1, 2010

Idaho Public Works Contractor License No. PWIC-C-15474-AAA-4

Expiration Date 9/30/2011

A Corporation

Corporation Name: ALL SEASONS LANDSCAPE INC. (SEAL)

By: [Signature]
(Signature -- attach evidence of authority to sign)

Name (typed or printed): MARK MARTENS

Title: PRESIDENT (CORPORATE SEAL)

Attest: [Signature]
(Signature of Corporate Secretary)

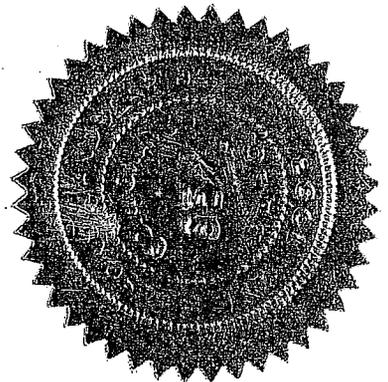
Business address: 901 SOUTH MAIN ST.
BELLEVUE, ID 83813

Phone No.: 208 788 3352 FAX No.: 208 788 0274

State of Incorporation: IDAHO

Type (General Business, Professional, Service, Limited Liability): GENERAL BUSINESS

Date of Qualification to do business is 1991



**ISPWC
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

All Seasons Landscaping
(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 installation of an irrigation system, planting of trees and shrubs as shown on the plans for the E. W. Fox Demonstration Garden Project.

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:

**City of Hailey
E. W. Fox Demonstration Garden Project
Hailey, Idaho**

ARTICLE 3 - ENGINEER

3.01 The Project Engineer is the Hailey 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 November 30, 2010, and completed and ready for final payment in accordance with paragraph 14.07 of the General Conditions on or before December 31, 2010.

4.03 *Liquidated Damages*

A. CONTRACTOR and OWNER recognize that time is of the essence of this Agreement and that OWNER will suffer financial loss if the Work is not completed within the times specified in paragraph 4.02 above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by OWNER if the Work is not completed on time. Accordingly, instead of requiring any such proof, OWNER and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty), CONTRACTOR shall pay OWNER \$250.00 for each day that expires after the time specified in paragraph 4.02 for Substantial Completion until the Work is substantially complete. After Substantial Completion, if CONTRACTOR shall neglect, refuse, or fail to complete the remaining Work within the Contract Time or any proper extension thereof granted by OWNER, CONTRACTOR shall pay OWNER \$250.00 for each day that expires after the time specified in paragraph 4.02 for completion and readiness for final payment until the Work is completed and ready for final payment.

ARTICLE 5 - CONTRACT PRICE

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

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

<u>Twelve thousand eight hundred fifty three and 00/100 Dollars</u>	(\$12,853.00)
(use words)	(figure)

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

ARTICLE 6 - PAYMENT PROCEDURES

6.01 *Submittal and Processing of Payments*

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

6.02 *Progress Payments; Retainage*

A. OWNER shall make progress payments on account of the Contract Price on the basis of CONTRACTOR's Applications for Payment on or about the 1st 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 (and in the case of Unit Price Work based on the number of units completed) 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. 95% of Work completed (with the balance being retainage); and
- b. 95% 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 *Prompt Payment*

A. The Contractor shall pay each subcontractor for satisfactory performance of its contract no later than 20 calendar days from receipt of each payment the Contractor receives from the Department. The Contractor shall return retainage to each Subcontractor within 20 calendar days after the Subcontractor's work is satisfactorily completed.

The Contractor shall certify with each estimate payment that payment to Subcontractors has been made within the prescribed time frames. The certification will be made on forms provided by the Department, and returned within 20 calendar days of receiving the estimate payment.

These requirements shall also apply to first or lower tier subcontractors.

6.04 *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 - 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 Contract 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 has carefully studied all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site. Contractor acknowledges that Owner does not assume responsibility for the accuracy or completeness of information and data shown or indicated in the Contract Documents with respect to Underground Facilities at or contiguous to the site.

E. 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.

F. 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.

G. 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.

H. 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.

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

J. The CONTRACTOR and their Subcontractors are appropriately licensed public works contractor per Section 54-1902 (Idaho Code) except that the Contractor must be licensed before award.

K. 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.

L. The CONTRACTOR is aware that this project must comply with Davis-Bacon prevailing wage rates, competitive bidding and other contracting requirements for federal aid projects.

ARTICLE 8 - CONTRACT DOCUMENTS

9.01 *Contents*

A. The Contract Documents consist of the following:

1. This Agreement (pages 1 to 6, inclusive);
2. Supplementary Conditions (pages 1 to 6, inclusive);

3. BID FORM & SPECIFICATIONS

E W Fox Demonstration Garden

Tree & Shrubs Planting

Irrigation System Installation

4. 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 9 - MISCELLANEOUS

10.01 *Terms*

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

10.02 *Assignment of Contract*

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

10.03 *Successors and Assigns*

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

10.04 *Severability*

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

10.05 *Other Provisions*

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.

NOTE TO USER

- 1. See I-21 and correlate procedures for format and signing between the two documents.

This Agreement will be effective on _____, _____ (which is the Effective Date of the Agreement).

OWNER:

CONTRACTOR:

By: Rick Daw

By: _____

[CORPORATE SEAL]

[CORPORATE SEAL]

Attest _____

Attest _____

Address for giving notices:

Address for giving notices:

License No. _____
(Where applicable)

Agent for service of process: _____

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

Designated Representative:

Designated Representative:

Name: Thomas 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: _____

SUPPLEMENTARY CONDITIONS

These Supplementary Conditions amend or supplement the General Conditions of the Contract Documents. All provisions which are not so amended or supplemented remain in full force and effect.

The terms used in these Supplementary Conditions will have the meanings indicated in the General Conditions.

ARTICLE 1 – DEFINITIONS

No Modifications

ARTICLE 2 – PRELIMINARY MATTERS

SC-2.06.A Preconstruction Conference: Delete paragraph 2.06.A and substitute the following in lieu thereof:

- A. Before the Contract Times starts to run, but after Notice to Proceed is given, a conference attended by CONTRACTOR, ENGINEER, and others as appropriate will be held to establish a working understanding among the parties as to the Work and to discuss the schedules referred to in paragraph 2.05.B, processing Applications for Payment, and maintaining required records.

ARTICLE 3 – CONTRACT DOCUMENTS: INTENT, AMENDING, REUSE

SC-3.01.A Add the following sentence and subparagraphs to paragraph 3.01.A:

The Contract Document higher in precedence shall control and supersede the Contract Documents lower in precedence in accordance with the following listing arranged from the highest to the lowest in precedence:

1. Addenda, if any; Supplemental Agreements; and Change Orders; the one dated later having precedence over another dated earlier.
2. Agreement.
3. General Requirements.
4. Other Specifications.
5. Drawings.
6. Supplementary Conditions.
7. General Conditions.

ARTICLE 4 – AVAILABILITY OF LANDS; SUBSURFACE AND PHYSICAL CONDITIONS; REFERENCE POINTS

SC-4.03. Supplement paragraph 4.03.A of the General Conditions as follows:

4.03.A During the progress of the work, if subsurface or latent physical conditions are encountered at the site differing materially from those indicated in the contract or if unknown physical conditions of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in the work provided for in the contract, are encountered at the site, the party discovering such conditions shall promptly notify the other party in writing of the specific differing conditions before they are disturbed and before the affected work is performed.

SC-4.03. Supplement paragraph 4.03.B of the General Conditions as follows:

4.03.B Upon written notification, the Engineer will investigate the conditions, and if it is determined that the conditions materially differ and cause an increase or decrease in the cost or time required for the performance of any work under the contract, an adjustment, excluding loss of anticipated profits, will be made and the contract modified in writing accordingly. The Engineer will notify the Contractor of the determination whether or not an adjustment of the contract is warranted.

No contract adjustment which results in a benefit to the Contractor will be allowed unless the Contractor has provided the required written notice.

SC-4.05. Supplement paragraph 4.05 of the General Conditions as follows:

4.05.A.1. The OWNER shall provide engineering surveys to establish the following reference points for construction control:

A: As indicated in the Contract Documents

SC-4.06. Supplement paragraph 4.06 of the General Conditions as follows:

4.06.A.1. In preparing Drawings and Specifications, neither ENGINEER nor ENGINEER's Consultant utilized any report or drawing relating to a Hazardous Environmental Condition.

ARTICLE 5 – BONDS AND INSURANCE

SC-5.04.C. Add the following paragraph(s) immediately following paragraph 5.04.B of the General Conditions:

5.04.C. The limits of liability for the insurance required by paragraph 5.04.B.2 of the General Conditions shall provide coverage for not less than the following amounts or greater where required by Laws and Regulations:

5.04.C.1. Worker's compensation, disability benefits and other similar employee benefit acts, and damages because of bodily injury, occupational sickness or disease, or death of CONTRACTOR's employees as provided in paragraphs 5.04.A.1 and 5.04.A.2 of the General Conditions:

5.04.C.1.a. State: Statutory.

5.04.C.1.b. Employer's Liability: **\$1,000,000**

5.04.C.2. CONTRACTOR's Liability Insurance under paragraphs 5.04.A.3 through 5.04.A.6 of the General Conditions shall provide the following minimum limits and conditions:

5.04.C.2.a. General Aggregate [**\$ 1,000,000**]

5.04.C.2.b. Products-Completed Operations Aggregate [**\$ 1,000,000**]

5.04.C.2.c. Personal and Advertising Injury (per person/organization with employment exclusion deleted) [**\$ 1,000,000**]

5.04.C.2.d. Each Occurrence (bodily injury and property damage) [**\$ 1,000,000**]

5.04.C.2.e. Fire Damage (any one fire) [**\$ 1,000,000**]

5.04.C.2.f. Medical Expenses (any one person) [**\$ 1,000,000**]

5.04.C.2.g. Property Damage liability insurance will remove the explosion, collapse, and underground exclusion and provide broad form property damage coverage.

5.04.C.3. Automobile Liability under paragraph 5.04.A.6 of the General Conditions, providing for Combined Single Limit (bodily injury and property damage) for owned, non-owned, rented, or hired vehicles [**\$ 1,000,000**]

5.04.C.4. Provide Excess Liability or Umbrella insurance providing protection for at least the hazards insured under the primary liability policies with the following limits:

5.04.C.4.a. General Aggregate [**\$ 2,000,000**]

5.04.C.4.b. Each Occurrence [**\$ 1,000,000**]

SC-5.06.A.1. Supplement paragraph 5.06.A.1 of the General Conditions as follows:

In addition to OWNER, CONTRACTOR, subcontractor, ENGINEER, ENGINEER's Consultants, the OWNER shall provide a written list of names of all known entities to be named as additional insureds on the property insurance. Any change or addition to the list shall be given in writing to the CONTRACTOR at least 7 days prior to that entity performing Work at the site. Additional insureds shall at least include all those

listed in paragraph 5.04.B.1 of the General Conditions and paragraph 5.04.B.1 of the Supplementary Conditions.

SC-5.06.D. Supplement paragraph 5.06.D of the General Conditions as follows:

Property insurance furnished under this contract shall have deductibles no greater than **\$1,000** for all sublimits except for earthquake, which shall have a maximum deductible of **\$5,000**.

ARTICLE 6 – CONTRACTOR’S RESPONSIBILITIES

SC-6.04.A. Progress Schedule: Add the following subparagraph to paragraph 6.04.A.

3. If, in the opinion of the ENGINEER, CONTRACTOR falls behind the accepted Construction Schedule due to actions or neglect of CONTRACTOR or CONTRACTOR’S agents, servants, employees, officers, subcontractors, directors, or any party contracting to perform part or all of the Work or to supply any equipment or materials, CONTRACTOR shall take steps, including but not limited to, increasing the number of personnel, shifts, and/or overtime operations, days of work, and/or amount of construction equipment until such time as work is back on schedule. CONTRACTOR shall also submit for review not later than the time of submittal of the next request for partial payment, such supplementary schedule or schedules as may be necessary to demonstrate the manner in which the acceptable rate of progress will be regained, all without additional cost to OWNER.

ARTICLE 7 – OTHER WORK

No modifications.

ARTICLE 8 – OWNER’S RESPONSIBILITIES

SC-8.12. Add a new paragraph immediately following paragraph 8.11 of the General Conditions as follows:

8.12. OWNER As Resident Project Representative

A: 8.12.A. OWNER will furnish Project representation during the construction period. The duties, responsibilities and limitations of authority specified for the ENGINEER in Article 9—ENGINEER’S STATUS DURING CONSTRUCTION, and elsewhere in the Contract Documents will be those of the OWNER.

ARTICLE 9 – ENGINEER’S STATUS DURING CONSTRUCTION

Supplement Article 9 with the following as paragraph 9.05.B.

9.05.B. The Engineer reserves the right to make, at any time during the work, such changes in quantities and such alterations in the work as are necessary to satisfactorily complete the project. Such changes in quantities and alterations

shall not invalidate the contract nor release the surety, and the Contractor agrees to perform the work as altered.

If the alterations or changes in quantities significantly change the character of the work under the contract, whether or not changed by any such different quantities or alterations, an adjustment, excluding loss of anticipated profits, will be made to the contract. The basis for the adjustment shall be agreed upon prior to the performance of the work. If a basis cannot be agreed upon, then an adjustment will be made either for or against the Contractor in such amount as the Engineer may determine to be fair and equitable.

If the alteration or changes in quantities do not significantly change the character of the work to be performed under the contract, the altered work will be paid for as provided elsewhere in the contract.

The term "significant changes" shall be construed to apply only to the following circumstances:

a. When the character of the work as altered differs materially in kind or nature from that involved or included in the original proposed construction;
or

b. When a major item of work, as defined elsewhere in the contract, is increased in excess of 125 percent or decreased below 75 percent of the original contract quantity. Any allowance for an increase in quantity shall apply only to that portion in excess of 125 percent of original contract item quantity, or in case of a decrease below 75 percent, to the actual amount of work performed.

ARTICLE 10 – CHANGES IN THE WORK

No modifications.

ARTICLE 11 – COST OF THE WORK

No modifications.

ARTICLE 12 – CHANGE OF CONTRACT PRICE; CHANGE OF CONTRACT TIMES

No modifications.

ARTICLE 13 – TESTS AND INSPECTIONS; CORRECTION, REMOVAL, OR ACCEPTANCE OF DEFECTIVE WORK

No modifications.

ARTICLE 14 – PAYMENTS TO CONTRACTOR AND COMPLETION

No modifications.

ARTICLE 15 – SUSPENSION OF WORK AND TERMINATION

Supplement Article 15 with the following as paragraph 15.05:

15.05. If the performance of all or any portion of the work is suspended or delayed by the Engineer for an unreasonable period of time (not originally anticipated, customary, or inherent to the construction industry) and the Contractor believes that additional compensation and/or contract time is due as a result of such suspension or delay, the Contractor shall submit to the Engineer in writing a request for adjustment within seven calendar days of receipt of the notice to resume work. The request shall set forth the reasons and support for such adjustment.

Upon receipt, the Engineer will evaluate the Contractor's request. If the Engineer agrees that the cost and/or time required for the performance of the contract has increased as a result of such suspension and the suspension was caused by conditions beyond the control of and not the fault of the Contractor, its suppliers, or subcontractors at any approved tier, and not caused by weather, the Engineer will make adjustment as provided (excluding profit) and modify the contract in writing accordingly. The Engineer will notify the Contractor of the determination whether or not an adjustment of the contract is warranted.

No contract adjustment will be allowed unless the Contractor has submitted the request for adjustment within the time prescribed.

No contract adjustment will be allowed under this clause to the extent that performance would have been suspended or delayed by any other cause, or for which an adjustment is provided for or excluded under any other term or condition of this contract.

ARTICLE 16 – DISPUTE RESOLUTION

No modifications.

ARTICLE 17 – MISCELLANEOUS

No modifications.

END OF SUPPLEMENTARY CONDITIONS



Kreizenbeck Constructors

TRANSMITTAL

Date: **November 30, 2010**

To: Mr. Tom Hellen
City of Hailey
115 Main Street South
Hailey, Idaho 83333

RE: **Hailey Rodeo Arena Multi-Use Facility** KC Job No: **10-007**

We are sending you:

<i>Copies</i>	<i>Description</i>
2	AIA 101/CMA – 1992 Standard form of Agreement (Gallegos Corporation)
1	Performance and Payment Bonds (Gallegos Corporation)

Action: For your review, signature, and return.

Please see the attached documents for Gallegos Corporation. Please sign both copies of the Standard form of Agreement, returning one original copy to our office.

Thank you

12/13 - *retsy* signature

CC: KC File

Signed: Dena Nelson-Hendren

251 EAST FRONT STREET, SUITE 110 ■ BOISE, ID 83702 ■ 208 336-9500 ■ FAX 208 336-7444
ICR No. RCE-764



AIA[®] Document A101/CMa[™] – 1992

Standard Form of Agreement Between Owner and Contractor where the basis of payment is a STIPULATED SUM

Bid Package No. 3 – Masonry

AGREEMENT made as of the 19th day of October in the year 2010
(In words, indicate day, month and year.)

BETWEEN the Owner:
(Name, legal status and address)

City of Hailey
115 South Main
Hailey, Idaho 83333

and the Contractor:
(Name, legal status and address)

Gallegos Corporation.
PO Box 4947
Ketchum, Idaho 83340

For the following Project:
(Include detailed description of Project, location, address and scope.)

City of Hailey
Rodeo Grounds Project – Phase I

Excludes:
Work associated with the construction of the Ice Rink
Demolition of existing rodeo grounds
Installation of primary sewer and water utilities

The Construction Manager is:
(Name, legal status and address)

Kreizenbeck, LLC dba Kreizenbeck Constructors
251 East Front Street
Suite 110
Boise, Idaho 83702

The Architect is:
(Name, legal status and address)

Ruscitto/Latham/Blanton Architectural, P.A.
PO Box 419
Sun Valley, Idaho 83353

The Owner and Contractor agree as set forth below.

ADDITIONS AND DELETIONS:
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

The 1992 Edition of AIA Document A201/CMa, General Conditions of the Contract for Construction, Construction Manager-Adviser Edition, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

Init.

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User Notes:

(1785418307)

ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement and Modifications issued after execution of this Agreement; these form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. An enumeration of the Contract Documents, other than Modifications, appears in Article 9.

ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall execute the entire Work described in the Contract Documents, except to the extent specifically indicated in the Contract Documents to be the responsibility of others, or as follows:

Provide all labor, material and equipment to complete the masonry work as noted in the construction documents and per the following:

Division 01 – General Requirements
Section 040000 – Masonry

This Contract specifically includes but is not limited to:

- Furnish and install all C.M.U. masonry assemblies complete in accordance with the construction documents.
- Provide shoring and bracing for your work as required. Remove when complete.
- Furnish and install reinforcing steel in masonry.
- Provide insulated blankets for weather protection of masonry work as required.
- Provide sealants/ caulking at all Masonry-Masonry, Masonry-Metal and Masonry-Concrete joints as required.
- Clean all masonry surfaces in accordance with the construction documents.
- Provide protection of concrete slabs and adjacent surfaces.
- Dispose of all refuse off-site.
- Shrink wrap all block to prevent chips or damage.
- Install all miscellaneous embedded steel fabrications in masonry plumb, level and clean ready for following trades. Embed steel provided by others.

This Contract specifically excludes:

- Temporary heaters and fuel.

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement is the date from which the Contract Time of Section 3.2 is measured, and shall be the date of this Agreement, as first written above, unless a different date is stated below or provision is made for the date to be fixed in a notice to proceed issued by the Owner.

(Insert the date of commencement, if it differs from the date of this Agreement or, if applicable, state that the date will be fixed in a notice to proceed.)

The commencement date will be fixed by issuance of a Notice to Proceed.

Unless the date of commencement is established by a notice to proceed issued by the Owner, the Contractor shall notify the Owner, through the Construction Manager, in writing not less than five days before commencing the Work to permit the timely filing of mortgages, mechanic's liens and other security interests.

§ 3.2 The Contractor shall achieve Substantial Completion of the entire Work not later than *(Insert the calendar date or number of calendar days after the date of commencement. Also insert any requirements for earlier Substantial Completion of certain portions of the Work, if not stated elsewhere in the Contract Documents.)*

The Substantial Completion for the Rodeo Arena work is June 30, 2011; as defined in the project schedule.

Portion of Work	Substantial Completion date
Bid Package #3 - Masonry	As identified in the Project Schedule contained in the Project Manual dated September 23, 2010.

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User Notes: (1785418307)

, subject to adjustments of this Contract Time as provided in the Contract Documents.
(Insert provisions, if any, for liquidated damages relating to failure to complete on time.)

ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor in current funds for the Contractor's performance of the Contract the Contract Sum of One Hundred Two Thousand Five Hundred Dollars and Zero Cents (\$ 102,500.00), subject to additions and deductions as provided in the Contract Documents.

§ 4.2 The Contract Sum is based upon the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner:

(State the numbers or other identification of accepted alternates. If decisions on other alternates are to be made by the Owner subsequent to the execution of this Agreement, attach a schedule of such other alternates showing the amount for each and the date until which that amount is valid.)

§ 4.3 Unit prices, if any, are as follows:

Description	Price (\$ 0.00)
-------------	-----------------

ARTICLE 5 PROGRESS PAYMENTS

§ 5.1 Based upon Applications for Payment submitted by the Contractor to the Construction Manager, and upon Project Applications and Certificates for Payment issued by the Construction Manager and Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

§ 5.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

§ 5.3 Provided an Application for Payment is submitted to the Construction Manager not later than the 25th day of a month, the Owner shall make payment to the Contractor not later than the 25th day of the following month. If an Application for Payment is received by the Construction Manager after the application date fixed above, payment shall be made by the Owner not later than Thirty (30) days after the Construction Manager receives the Application for Payment.

§ 5.4 Each Application for Payment shall be based upon the Schedule of Values submitted by the Contractor in accordance with the Contract Documents. The Schedule of Values shall allocate the entire Contract Sum among the various portions of the Work and be prepared in such form and supported by such data to substantiate its accuracy as the Construction Manager or Architect may require. This schedule, unless objected to by the Construction Manager or Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 5.5 Applications for Payment shall indicate the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

§ 5.6 Subject to the provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

§ 5.6.1 Take that portion of the Contract Sum properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the total Contract Sum allocated to that portion of the Work in the Schedule of Values, less retainage of Five Percent (5%). Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute may be included as provided in Section 7.3.7 of the General Conditions;

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3

§ 5.6.2 Add that portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction (or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing), less retainage of Five Percent (5%);

§ 5.6.3 Subtract the aggregate of previous payments made by the Owner; and

§ 5.6.4 Subtract amounts, if any, for which the Construction Manager or Architect has withheld or nullified a Certificate for Payment as provided in Section 9.5 of the General Conditions.

§ 5.7 The progress payment amount determined in accordance with Section 5.6 shall be further modified under the following circumstances:

§ 5.7.1 Add, upon Substantial Completion of the Work, a sum sufficient to increase the total payments to Ninety-Five Percent (95%) of the Contract Sum, less such amounts as the Construction Manager recommends and the Architect determines for incomplete Work and unsettled claims; and

§ 5.7.2 Add, if final completion of the Work is thereafter materially delayed through no fault of the Contractor, any additional amounts payable in accordance with Section 9.10.3 of the General Conditions.

§ 5.8 Reduction or limitation of retainage, if any, shall be as follows:

(If it is intended, prior to Substantial Completion of the entire Work, to reduce or limit the retainage resulting from the percentages inserted in Sections 5.6.1 and 5.6.2 above, and this is not explained elsewhere in the Contract Documents, insert here provisions for such reduction or limitation.)

ARTICLE 6 FINAL PAYMENT

Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when (1) the Contract has been fully performed by the Contractor except for the Contractor's responsibility to correct nonconforming Work as provided in Section 12.2.2 of the General Conditions and to satisfy other requirements, if any, which necessarily survive final payment; and (2) a final Project Certificate for Payment has been issued by the Construction Manager and Architect; such final payment shall be made by the Owner not more than 30 days after the issuance of the final Project Certificate for Payment, or as follows:

ARTICLE 7 MISCELLANEOUS PROVISIONS

§ 7.1 Where reference is made in this Agreement to a provision of the General Conditions or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 7.2 Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

(Insert rate of interest agreed upon, if any.)

The legal rate of interest shall be 8% per annum

(Usury laws and requirements under the Federal Truth in Lending Act, similar state and local consumer credit laws and other regulations at the Owner's and Contractor's principal places of business, the location of the Project and elsewhere may affect the validity of this provision. Legal advice should be obtained with respect to deletions or modifications, and also regarding requirements such as written disclosures or waivers.)

§ 7.3 Temporary facilities and services:

(Here insert temporary facilities and services which are different from or in addition to those included elsewhere in the Contract Documents.)

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§ 7.4 Other Provisions:
(Here list any special provisions affecting the Contract.)

ARTICLE 8 TERMINATION OR SUSPENSION

§ 8.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of the General Conditions.

§ 8.2 The Work may be suspended by the Owner as provided in Article 14 of the General Conditions.

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 The Contract Documents, except for Modifications issued after execution of this Agreement, are enumerated as follows:

§ 9.1.1 The Agreement is this executed Standard Form of Agreement Between Owner and Contractor, AIA Document A101/CMA, 1992 Construction Manager-Adviser Edition.

§ 9.1.2 The General Conditions are the General Conditions of the Contract for Construction, AIA Document A201/CMA, 1992 Construction Manager-Adviser Edition.

§ 9.1.3 The Supplementary and other Conditions of the Contract are those contained in the Phase I Project Manual dated September 23, 2010, and are as follows:

Document	Title	Pages
Exhibit A	Contract Document Schedule	2

§ 9.1.4 The Specifications are those contained in the Phase I Project Manual dated as in Section 9.1.3, and are as follows:

(Either list the Specifications here or refer to an exhibit attached to this Agreement.)

Title of Specifications Exhibit: Contract Document Schedule, Exhibit A

(Table deleted)

§ 9.1.5 The Drawings are as follows:

(Either list the Drawings here or refer to an exhibit attached to this Agreement.)

Title of Drawings Exhibit: Contract Document Schedule, Exhibit A

(Table deleted)

§ 9.1.6 The Addenda, if any, are as follows:

Number	Date	Pages
One	October 11, 2010	5

Portions of Addenda relating to bidding requirements are not part of the Contract Documents unless the bidding requirements are also enumerated in this Article 9.

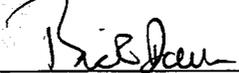
§ 9.1.7 Other documents, if any, forming part of the Contract Documents are as follows:

(List here any additional documents which are intended to form part of the Contract Documents. The General Conditions provide that bidding requirements such as advertisement or invitation to bid, Instructions to Bidders, sample forms and the Contractor's bid are not part of the Contract Documents unless enumerated in this Agreement. They should be listed here only if intended to be part of the Contract Documents.)

Contract Document Schedule, Exhibit A

This Agreement entered into as of the day and year first written above.

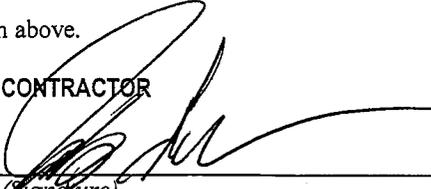
OWNER



(Signature)
Rick Davis Mayor

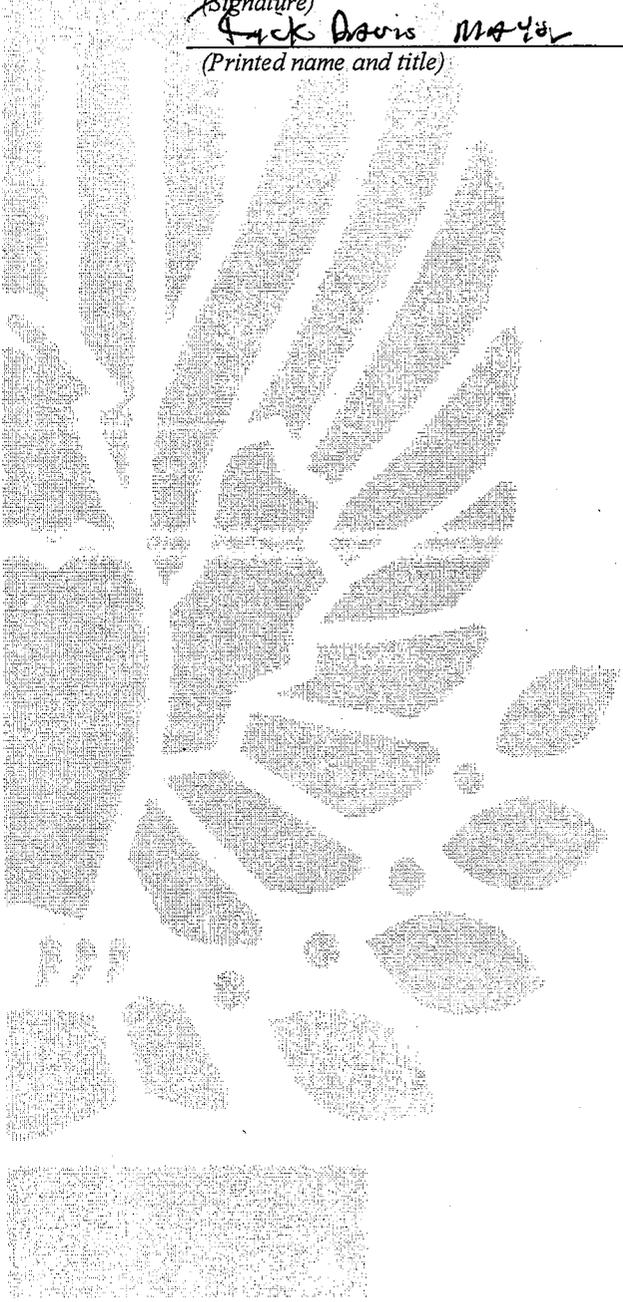
(Printed name and title)

CONTRACTOR



(Signature)
John T O'MEARA

(Printed name and title)
PRES. IDAHO MASONRY
11/11/10



Init.



**CONTRACT DOCUMENT SCHEDULE (EXHIBIT A)
Hailey Rodeo Arena Multi-Use Facility – PHASE I
791 Main Street South
Hailey, Idaho 83333**

**KC PROJECT NO. 10-007
October 2010**

PROJECT DOCUMENTS as issued by Ruscitto/Latham/Blanton Architectura, P.A. and prepared by the following project team:

- Architect – Ruscitto/Latham/Blanton Architectura, P.A.
- Civil Engineer – Galena Engineering
- Geotechnical Engineering – Geoengineers, Inc.
- Structural Engineer – Ruscitto/Latham/Blanton Architectura, P.A.
- Mechanical Engineer – ES2
- Electrical Engineer – Paul Stoops Associates

PROJECT MANUALS

Phase I Project Manual – dated September 23, 2010

ADDENDA:

Addendum No. One dated October 11, 2010 (5 pgs)

DRAWINGS – dated September 23, 2010

ARCHITECTURAL / STRUCTURAL

1.0	Project Information ✓	2.0	✓	Site Plan
C2	Survey ✓	C3	✓	Site Utilities Plan
3.0	Not Used	4.0	✓	Main Floor Plan
4.1	Second Level Floor Plan ✓	4.2	✓	Roof Plan
4.3	~ Main Level Enlarged Floor Plan	4.4	✓	Main Level Enlarged Floor Plan
4.5	~ Main Level Enlarged Floor Plan	4.6	~	Main Level Enlarged Floor Plan
4.7	~ Mail Level Enlarged Floor Plan	5.0	~	Building Section / Elevations
5.1	~ Building Sections	6.0	~	Elevations
6.1	~ Enlarged Elevations	6.2	~	Enlarged Elevations
6.3	~ Interior Elevations	6.4	~	Interior Elevations
7.0	~ Not Used	8.0	~	Not Used
9.0	~ Stairs and Ramps	9.1	~	Stairs and Ramps
10.0	~ Room Finish Schedule	10.1	~	Door and Window Schedule
D1.0	~ Not Used ✓	D1.1	~	Not Used
D2.0	~ Foundation Details	D3.0	~	Framing Details
D3.1	~ Framing Details	D4.0	~	Not Used
D5.0	~ ADA Details	S1.0	~	Structural Specification
S1.1	~ Structural Special Inspection Specification	S2.0	~	Foundation Plan
S2.1	~ North Foundation Plan	S2.2	~	East Foundation Plan
S2.3	~ South Foundation Plan	S3.0	~	Roof Framing Plan
S3.1	~ North Roof Framing Plan	S3.2	~	East Roof Framing Plan
S3.3	~ South Roof Framing Plan	S4.0	~	Bleacher Framing Plan
S4.1	~ North Framing Plan	S4.2	~	East Bleacher Framing Plan
S4.3	~ South Bleacher Framing Plan			

ELECTRICAL

E2.1	~ Main Level Electrical Plan	E3.1	~	Emergency / Egress Lighting Plan
E3.2	~ Upper Level Electrical Plan			


October 19, 2010

THE AMERICAN INSTITUTE OF ARCHITECTS



Bond No. 34BCSFU9806

AIA Document A312

Performance Bond

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

CONTRACTOR (Name and Address):

Gallegos Corporation
P.O. Box 4947
Ketchum, ID 83340

SURETY (Name and Principal Place of Business):

Hartford Fire Insurance Company
One Hartford Plaza
Hartford, CT 06155

OWNER (Name and Address):

City of Hailey
115 South Main
Hailey, ID 83333

CONSTRUCTION CONTRACT

Date: October 19, 2010

Amount: \$102,500.00 One Hundred Two Thousand Five Hundred Dollars and 00/100

Description (Name and Location): City of Hailey, Rodeo Grounds Project - Phase I - Bid Package No. 3 - Masonry.

Excludes: Work associated with the construction of the Ice Rink, Demolition of existing rodeo grounds, Installation of primary sewer and water utilities

BOND

Date (Not earlier than Construction Contract Date): November 10, 2010

Amount: \$102,500.00 One Hundred Two Thousand Five Hundred Dollars and 00/100

Modifications to this Bond:

[X] None

[] See Page 3

CONTRACTOR AS PRINCIPAL

Company: (Corporate Seal)

Gallegos Corporation

SURETY

Company: (Corporate Seal)

Hartford Fire Insurance Company

Signature: [Signature] CEO
Name and Title: GARY WOODWORTH

Signature: [Signature]
Name and Title: DILYNN GUERRA
Attorney-in-Fact



(Any additional signatures appear on page 3)

(FOR INFORMATION ONLY - Name, Address and Telephone)

AGENT or BROKER:

Willis of Colorado, Inc.
P.O. Box 469025
Denver, CO 80246-9025
303-722-7776

OWNER'S REPRESENTATIVE (Architect, Engineer or other party):

Ruscitto/Latham/Blanton Architectural, P.A.
P.O. Box 419
Sun Valley, ID 83353.

1 The Contractor and the Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.

2 If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except to participate in conferences as provided in Subparagraph 3.1.

3 If there is no Owner Default, the Surety's obligation under this Bond shall arise after:

3.1 The Owner has notified the Contractor and the Surety at its address described in Paragraph 10 below that the Owner is considering declaring a Contractor Default and has requested and attempted to arrange a conference with the Contractor and the Surety to be held not later than fifteen days after receipt of such notice to discuss methods of performing the Construction Contract. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default; and

3.2 The Owner has declared a Contractor Default and formally terminated the Contractor's right to complete the contract. Such Contractor Default shall not be declared earlier than twenty days after the Contractor and the Surety have received notice as provided in Subparagraph 3.1; and

3.3 The Owner has agreed to pay the Balance of the Contract Price to the Surety in accordance with the terms of the Construction Contract or to a contractor selected to perform the Construction Contract in accordance with the terms of the contract with the Owner.

4 When the Owner has satisfied the conditions of Paragraph 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

4.1 Arrange for the Contractor, with consent of the Owner, to perform and complete the Construction Contract; or

4.2 Undertake to perform and complete the Construction Contract itself, through its agents or through independent contractors; or

4.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and the contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Paragraph 6 in excess of the Balance of the Contract Price incurred by the Owner resulting from the Contractor's default; or

4.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:

.1 After investigation, determine the amount for

which it may be liable to the Owner and, as soon as practicable after the amount is determined, tender payment therefor to the Owner; or

.2 Deny liability in whole or in part and notify the Owner citing reasons therefor.

5 If the Surety does not proceed as provided in Paragraph 4 with reasonable promptness, the Surety shall be deemed to be in default on this Bond fifteen days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Subparagraph 4.4, and the Owner refuses the payment tendered or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

6 After the Owner has terminated the Contractor's right to complete the Construction Contract, and if the Surety elects to act under Subparagraph 4.1, 4.2, or 4.3 above, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. To the limit of the amount of this Bond, but subject to commitment by the Owner of the Balance of the Contract Price to mitigation of costs and damages on the Construction Contract, the Surety is obligated without duplication for:

6.1 The responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;

6.2 Additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Paragraph 4; and

6.3 Liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

7 The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators or successors.

8 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

9 Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation avail-

able to sureties as a defense in the jurisdiction of the suit shall be applicable.

10 Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the signature page.

11 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

12 DEFINITIONS

12.1 Balance of the Contract Price: The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made, including allowance to the Con-

tractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

12.2 Construction Contract: The agreement between the Owner and the Contractor identified on the signature page, including all Contract Documents and changes thereto.

12.3 Contractor Default: Failure of the Contractor, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Construction Contract.

12.4 Owner Default: Failure of the Owner, which has neither been remedied nor waived, to pay the Contractor as required by the Construction Contract or to perform and complete or comply with the other terms thereof.

MODIFICATIONS TO THIS BOND ARE AS FOLLOWS:

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL
Company: _____ (Corporate Seal)

SURETY
Company: _____ (Corporate Seal)

Signature: _____
Name and Title:
Address:

Signature: _____
Name and Title:
Address:

THE AMERICAN INSTITUTE OF ARCHITECTS



Bond No. 34BCSFU9806

AIA Document A312

Payment Bond

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

CONTRACTOR (Name and Address):

Gallegos Corporation
P.O. Box 4947
Ketchum, ID 83340

OWNER (Name and Address):

City of Hailey
115 South Main
Hailey, ID 83333

SURETY (Name and Principal Place of Business):

Hartford Fire Insurance Company
One Hartford Plaza
Hartford, CT 06155

CONSTRUCTION CONTRACT

Date: October 19, 2010

Amount: \$102,500.00 One Hundred Two Thousand Five Hundred Dollars and 00/100

Description (Name and Location): City of Hailey, Rodeo Grounds Project - Phase I - Bid Package No. 3 - Masonry.

Excludes: Work associated with the construction of the Ice Rink, Demolition of existing rodeo grounds, Installation of primary sewer and water utilities BOND

Date (Not earlier than Construction Contract Date): November 10, 2010

Amount: \$102,500.00 One Hundred Two Thousand Five Hundred Dollars and 00/100

Modifications to this Bond:

None

See Page 6

CONTRACTOR AS PRINCIPAL

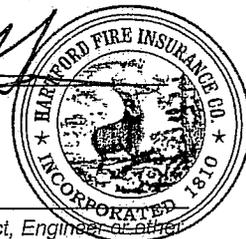
Company: (Corporate Seal) Gallegos Corporation

Signature: [Signature] CEO
Name and Title: GARY WOODWORTH

SURETY

Company: (Corporate Seal) Hartford Fire Insurance Company

Signature: [Signature]
Name and Title: DiLynn Guern
Attorney-in-Fact



(Any additional signatures appear on page 6)

(FOR INFORMATION ONLY - Name, Address and Telephone)

AGENT or BROKER:

Willis of Colorado, Inc.
P.O. Box 469025
Denver, CO 80246-9025
303-722-7776

OWNER'S REPRESENTATIVE (Architect, Engineer or other party):

Ruscitto/Latham/Blanton Architectural, P.A.
P.O. Box 419
Sun Valley, ID 83353

1 The Contractor and the Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner to pay for labor, materials and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference.

2 With respect to the Owner, this obligation shall be null and void if the Contractor:

2.1 Promptly makes payment, directly or indirectly, for all sums due Claimants, and

2.2 Defends, indemnifies and holds harmless the Owner from claims, demands, liens or suits by any person or entity whose claim, demand, lien or suit is for the payment for labor, materials or equipment furnished for use in the performance of the Construction Contract, provided the Owner has promptly notified the Contractor and the Surety (at the address described in Paragraph 12) of any claims, demands, liens or suits and tendered defense of such claims, demands, liens or suits to the Contractor and the Surety, and provided there is no Owner Default.

3 With respect to Claimants, this obligation shall be null and void if the Contractor promptly makes payment, directly or indirectly, for all sums due.

4. The Surety shall have no obligation to Claimants under this Bond until:

4.1 Claimants who are employed by or have a direct contract with the Contractor have given notice to the Surety (at the address described in Paragraph 12) and sent a copy, or notice thereof, to the Owner, stating that a claim is being made under this Bond and, with substantial accuracy, the amount of the claim.

4.2 Claimants who do not have a direct contract with the Contractor:

.1 Have furnished written notice to the Contractor and sent a copy, or notice thereof, to the Owner, within 90 days after having last performed labor or last furnished materials or equipment included in the claim stating, with substantial accuracy, the amount of the claim and the name of the party to whom the materials were furnished or supplied or for whom the labor was done or performed; and

.2 Have either received a rejection in whole or in part from the Contractor, or not received within 30 days of furnishing the above notice any communication from the Contractor by which the Contractor has indicated the claim will be paid directly or indirectly; and

.3 Not having been paid within the above 30 days, have sent a written notice to the Surety (at the address described in Paragraph 12) and sent a copy, or notice thereof, to the Owner, stating that a claim is being made under this Bond and enclosing a copy of the previous written notice furnished to the Contractor.

5 If a notice required by Paragraph 4 is given by the Owner to the Contractor or to the Surety, that is sufficient compliance.

6 When the Claimant has satisfied the conditions of Paragraph 4, the Surety shall promptly and at the Surety's expense take the following actions:

6.1 Send an answer to the Claimant, with a copy to the Owner, within 45 days after receipt of the claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed.

6.2 Pay or arrange for payment of any undisputed amounts.

7 The Surety's total obligation shall not exceed the amount of this Bond, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.

8 Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any Construction Performance Bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and the Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.

9 The Surety shall not be liable to the Owner, Claimants or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligations to make payments to, give notices on behalf of, or otherwise have obligations to Claimants under this Bond.

10 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

11 No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the location in which the work or part of the work is located or after the expiration of one year from the date (1) on which the Claimant gave the notice required by Subparagraph 4.1 or Clause 4.2.3, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

12 Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the signature page. Actual receipt of notice by Surety, the Owner or the Contractor, however accomplished, shall be sufficient compliance as of the date received at the address shown on the signature page.

13 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond

conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

14 Upon request by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor shall promptly furnish a copy of this Bond or shall permit a copy to be made.

15 DEFINITIONS

15.1 Claimant: An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials or equipment for use in the performance of the Contract. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone

service or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.

15.2 Construction Contract: The agreement between the Owner and the Contractor identified on the signature page, including all Contract Documents and changes thereto.

15.3 Owner Default: Failure of the Owner, which has neither been remedied nor waived, to pay the Contractor as required by the Construction Contract or to perform and complete or comply with the other terms thereof.

MODIFICATIONS TO THIS BOND ARE AS FOLLOWS:

Paragraph 5 is deleted in its entirety.

Paragraph 6 is deleted in its entirety and replaced with the following:

- 6. When the Surety has received Notice as required in Paragraph 4 above, the Surety shall take the following action;
 - 6.1) Send an acknowledgment letter to the claimant, with a copy to the Owner, requesting information and documentation necessary to investigate the claim.
 - 6.2) As soon as reasonably practical under all circumstances, and after having received the requested documentation from the claimant, including a properly executed Affidavit of Claim, advise the claimant of the status of the claim.

No provision of this bond shall be interpreted to waive or discharge any right or deferise of the Surety or the Contractor. No action or failure to act by the Surety or the Contractor shall be considered to be an admission of liability or a waiver of the Contractor or Surety's right to dispute a claim in whole or in part.

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL
Company: (Corporate Seal)

SURETY
Company: (Corporate Seal)

Signature: _____
Name and Title:
Address:

Signature: _____
Name and Title:
Address:

POWER OF ATTORNEY

Direct Inquiries/Claims to:

THE HARTFORD
BOND, T-4
ONE HARTFORD PLAZA
HARTFORD, CONNECTICUT 06155

call: 888-266-3488 or fax: 860-757-5835

KNOW ALL PERSONS BY THESE PRESENTS THAT:

Agency Code: SurePath

- Hartford Fire Insurance Company, a corporation duly organized under the laws of the State of Connecticut
- Hartford Casualty Insurance Company, a corporation duly organized under the laws of the State of Indiana
- Hartford Accident and Indemnity Company, a corporation duly organized under the laws of the State of Connecticut
- Hartford Underwriters Insurance Company, a corporation duly organized under the laws of the State of Connecticut
- Twin City Fire Insurance Company, a corporation duly organized under the laws of the State of Indiana
- Hartford Insurance Company of Illinois, a corporation duly organized under the laws of the State of Illinois
- Hartford Insurance Company of the Midwest, a corporation duly organized under the laws of the State of Indiana
- Hartford Insurance Company of the Southeast, a corporation duly organized under the laws of the State of Florida

having their home office in Hartford, Connecticut (hereinafter collectively referred to as the "Companies") do hereby make, constitute and appoint

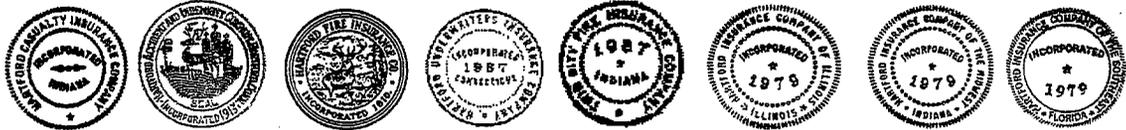
DiLynn Guern of Willis of Colorado, Inc., Denver, CO

their true and lawful Attorney-in-Fact, to sign its name as surety(ies) only as delineated above by , and to execute, seal and acknowledge the following bond, undertaking, contract or written instrument:

Bond Number: 34BCSFU9806
Principal Name: Gallegos Corporation
Obligee: City of Hailey

on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

In Witness Whereof, and as authorized by a Resolution of the Board of Directors of the Companies on January 22, 2004, the Companies have caused these presents to be signed by its Assistant Vice President and its corporate seals to be hereto affixed, duly attested by its Assistant Secretary. Further, pursuant to Resolution of the Board of Directors of the Companies, the Companies hereby unambiguously affirm that they are and will be bound by any mechanically applied signatures applied to this Power of Attorney.



Scott Sadowsky

Scott Sadowsky, Assistant Secretary

M. Ross Fisher

M. Ross Fisher, Assistant Vice President

STATE OF CONNECTICUT }
COUNTY OF HARTFORD } ss. Hartford

On 3rd day of March, 2008, before me personally came M. Ross Fisher, to me known, who being by me duly sworn, did depose and say: that he resides in the County of Hartford, State of Connecticut; that he is the Assistant Vice President of the Companies, the corporations described in and which executed the above instrument; that he knows the seals of the said corporations; that the seals affixed to the said instrument are such corporate seals; that they were so affixed by authority of the Boards of Directors of said corporations and that he signed his name thereto by like authority.



CERTIFICATE

Scott E. Paseka

Scott E. Paseka
Notary Public

My Commission Expires October 31, 2012

I, the undersigned, Assistant Vice President of the Companies, DO HEREBY CERTIFY that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is still in full force effective as of November 10, 2010

Signed and sealed at the City of Hartford.



Gary W. Stumper

Gary W. Stumper, Assistant Vice President

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AGENDA ITEM SUMMARY

DATE: 12/13/2010 **DEPARTMENT:** Administration **DEPT. HEAD SIGNATURE:** _____

SUBJECT:

Contract for Services for Independent Contractor to record and summarize meeting minutes for City Council and Planning and Zoning Commission Meetings.

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

BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:

The City is in need of some additional administrative help. We have arranged with an independent contractor for services to record and summarize meeting minutes. We have agreed to an hourly rate of \$20 for this service. The contractor is experienced and will be able to perform the task within a reasonable timeframe. This rate is less expensive than the cost of using current city employees for this task.

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:

Move to approve professional services contract with Deb Gelet to take minutes for the City of Hailey at \$20/hr..

FOLLOW-UP REMARKS:

*

INDEPENDENT CONTRACTOR AGREEMENT

THIS INDEPENDENT CONTRACTOR AGREEMENT ("Agreement") is made and entered into this 13th day of December, 2010, by and between the City of Hailey ("City") and Debra L. Gelet.

RECITALS

A. City is a municipal corporation and political subdivision of the State of Idaho, and has authority to enter into a contract for services with Debra L. Gelet.

B. Debra L. Gelet is an individual doing business in Blaine County, Idaho and who wishes to contract with the City in a professional services capacity.

C. Subject to the terms and conditions set forth herein, the parties hereto are desirous of entering into an independent contractor agreement with Debra L. Gelet providing administrative support services for the City.

AGREEMENT

In consideration of the mutual covenants and promises, which the parties set forth below, City and Debra L. Gelet agree as follows:

1. Work. City hereby engages Debra L. Gelet and Debra L. Gelet hereby accepts the engagement to perform the tasks described in paragraph 3 of this Agreement for City subject to the terms and conditions of this Agreement.

2. Term. This Agreement shall have a term of Twelve (12) consecutive months and shall commence on December 13, 2010, and terminate on December 31, 2011.

3. Duties.

3.1 General Duties of the Parties. Debra L. Gelet agrees as part of her duties under this Agreement to utilize her efforts, to faithfully perform her duties to the best of her ability, and to

perform the tasks requested by Hailey City Clerk, Mary Cone or her designated staff, Hailey Planning Director, Beth Robrahn, and Hailey City Administrator, Heather Dawson.

3.2 Specific Duties. Debra L. Gelet agrees as part of her duties under this Agreement that Debra L. Gelet shall set-up digital recording sessions for City Council and Planning and Zoning Commissions regular and specially held meetings, attend, record, summarize into writing, and edit the meeting minutes on behalf of the City.

4. Consideration. City agrees to pay Debra L. Gelet for the services described in paragraph 3 of this Agreement an hourly amount of twenty dollars (\$20) during the term of this Agreement. A monthly billing shall be due and payable in full by the 25th day of the subsequent month, detailing the number of hours for each meeting, and the dates upon which the work was performed. Debra L. Gelet shall be solely responsible for the payment of insurance required by law, such as worker's compensation or unemployment insurance. City is not responsible to provide Debra L. Gelet with any health insurance, life insurance, disability insurance, or other such fringe benefits, such as sick leave, vacation time or compensatory time. City is not responsible to withhold from Debra L. Gelet's compensation amounts for federal and state income tax, FICA or Medicare.

5. Termination.

5.1 Termination by City. The parties agree that this Agreement may be terminated by City without "cause" at any time upon thirty (30) days' notice to Debra L. Gelet.

5.2 Termination by Debra L. Gelet. The parties agree that this Agreement may be terminated by Debra L. Gelet without "cause" at any time upon thirty (30) days' notice to City.

6. Relationship. The parties agree that their relationship is an independent contractor relationship. The relationship between the parties hereto shall not be that of Employer and Employee.

7 Miscellaneous Provisions.

7.1 Notices. All notices and demands of any kind which either party hereto may be required or desires to serve upon the other party under the terms of this Agreement shall be in writing and shall be served upon such other party by personal service upon such other party, or by leaving a copy of such notice or demand at the address hereinafter set forth, whereupon service shall be deemed complete, or by mailing a copy thereof by certified or registered mail, airmail if the address is outside the state in which the same is mailed, postage prepaid, with return receipt requested, addressed as follows:

If to City: City Clerk
Hailey City Hall
115 Main Street South
Suite H
Hailey, Idaho 83333

If to Debra L. Gelet: Debra L. Gelet
PO Box 3672
Hailey, Idaho 83333

In case of service by mail, it shall be deemed complete on the day of actual delivery as shown on the addressee's registry of certification receipt or at the expiration of the third day after the date of mailing, whichever first occurs. The addresses to which notices and demands shall be delivered or sent may be changed from time to time by notice served as hereinabove provided by either party upon the other party.

7.2 Attorney Fees. If a dispute should arise between the parties regarding the interpretation, validity or enforcement of this Agreement, the prevailing party shall be entitled to recover from the other party its attorney's fees and costs incurred in such dispute, whether or not litigation is commenced, and on any appeals.

7.3 Successors and Assigns. This Agreement shall be binding and shall inure to the benefit of the parties hereto and their respective successors in interest.

7.4 Binding Effect. The rights and obligations of the parties hereunder shall enure to the benefit of and shall be binding upon their respective successors and legal representatives. If any provision of this agreement is judicially determined to be invalid or unenforceable, the remainder of the agreement shall, nonetheless, remain valid and enforceable.

7.5 Governing Law. This agreement shall be construed in accordance with the laws of the State of Idaho.

7.6 Entire Agreement. This agreement contains the entire agreement between City and Debra L. Gelet concerning independent contractor employment. It may not be changed orally but only by an agreement in writing signed by both parties. It is specifically understood that the parties may agree in the future to add an addendum or addenda to this Agreement whereby Debra L. Gelet would perform other specified tasks otherwise subject to this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Independent Contract Agreement as of the 13th day of December, 2010.

“CITY”
CITY OF HAILEY, a political subdivision
of the State of Idaho

By _____
Richard L Davis, its Mayor

“Debra L. Gelet”

Debra L. Gelet

