

AGENDA ITEM SUMMARY

DATE: 12/15/2010 DEPARTMENT: Hailey Arts Commission DEPT. HEAD SIGNATURE: \_\_\_\_\_

**SUBJECT:**

Hailey Rodeo Park Public Art  
Arts Commission Recommendation of Design Approval

**AUTHORITY:**  ID Code \_\_\_\_\_  IAR \_\_\_\_\_  City Ordinance/Code 2.32, 3.08  
(IF APPLICABLE)

**BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:**

At the December 13 City Council meeting, the Hailey Arts Commission and RLB presented the conceptual public art designs for the Hailey Rodeo Park. The presentation was accompanied by the Arts Commission's unanimous recommendation to approve the proposed designs. A copy of the recommendation is attached for reference.

At this time, the Hailey Arts Commission asks for formal approval of the proposed public art designs as presented on December 13, 2010.

**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:**

Motion to approve designs as proposed.

**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 # \_\_\_\_\_

To: The Mayor, City Council

From: Hailey Arts Commission

Re: Rodeo Park Arena Public Art

Date: 8 December 2010

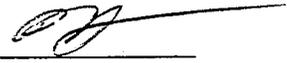
At the regular monthly meeting of the Hailey Arts Commission on December 2, the architectural and artistic elements proposed by the five artists to work on the Rodeo Park Arena (Bill Amaya, Ellen Nasvik, Troy Passey, Marie Stewart, Tom Teitge) were presented in detail by Tracy Anderson, Public Art Manager, and Michael Bulls, Project Architect, Ruscitto/Latham/Blanton, Architectura.

In a discussion that lasted well over an hour, and examined the proposed materials and ideas of each artist, the commissioners chose to unanimously endorse the proposals and forward them to the Mayor and City Council for approval.

Respectfully,

Jim Keating  
Mark Johnstone  
Linda Packer  
R.L. Rowsey  
Jim Spinelli

AGENDA ITEM SUMMARY

DATE: 12/20/10 DEPARTMENT: PW - Parks DEPT. HEAD SIGNATURE: 

**SUBJECT:** Motion to approve the contract with Burks Excavation, LLC for the Rodeo Grounds Site Work and authorize the Mayor to sign.

**AUTHORITY:**  ID Code \_\_\_\_\_  IAR \_\_\_\_\_  City Ordinance/Code \_\_\_\_\_  
(IF APPLICABLE)

**BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:**

The bid for this work was received on November 18, 2010 and approved by the council on November 22, 2010.

**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 # \_\_\_\_\_

# AIA<sup>®</sup> Document A101/CMa<sup>™</sup> – 1992

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

Bid Package No. 15 – Sitework

AGREEMENT made as of the 23<sup>rd</sup> day of November 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)

Burks Excavation, LLC  
PO Box 188  
Hailey, Idaho 83333

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

City of Hailey  
Rodeo Grounds Project – Phase III  
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.

## 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, equipment and permits to complete the site clearing, earthwork, utilities, drainage systems and site concrete prep work as noted on the construction documents and per the following:**

Division 01 – General Requirements

**This Contract specifically includes but is not limited to:**

- All construction shall be in conformance with the most current edition of the "Idaho Standards for Public Works Construction" (ISPWC) and Hailey City Standard Drawings and Specifications. The Contractor shall be responsible for obtaining and keeping a copy of the ISPWC drawing on site during construction.
- Clear and grub site of remaining rubbish as required in the construction documents.
- Perform cut and fill operations over entire site to achieve required grades for asphalt, concrete and arena.
- **Contractor is responsible to haul all excess material off site, as a result of his own work, in accordance with the construction documents. (addendum #1)**
- Provide and place all structural fill and granular base as required for all asphalt and concrete surfaces.
- Provide and prepare granular base for all curbs, valley gutter, sidewalks, pedestrian ramps and any miscellaneous concrete area as required by the construction documents.
- Provide excavation and backfill for light pole bases (A18a) and flag poles (A22 & A23) as required to complete work in this bid package.
- Provide saw-cutting, removal and patching of existing concrete and asphalt surfaces as required to complete work in this bid package.
- Save, protect and repair existing surfaces, landscaping, utilities adjacent to new construction.
- All grading preparation for asphalt paving, landscaping areas and all site concrete to +/- one tenth (net=0).
- Provide and place imported topsoil to required depths where indicated in the construction documents. Cut all landscape areas to their required depths. Grade topsoil in accordance with the construction documents.
- Provide and install irrigation sleeves (B4) as required in the construction documents.
- Furnish and install the storm sewer system including catch basins, storm pipe drywells, landscape drywells, and accessories for a complete system as indicated in the construction documents including frames and grates.
- Construct drainage swales as indicated in the construction documents.
- Furnish and install sanitary sewer system including sanitary piping, cleanouts with valve box and accessories for complete system as indicated in the construction documents. Make final connection to sanitary sewer 5' from building line.
- Furnish and install roof drain lines, drywalls and accessories for complete roof drain system as indicated in construction documents. Make final connection to drain lines 5' from building line.
- Furnish and install all concrete related to utility work (i.e. thrust blocks, collars, etc.).
- Place and fine grade stock piled arena sand in accordance with the construction documents.
- Include all applicable permits and fees required to complete work within this bid package, including right of way permits.
- Provide traffic control as required for all work within this bid package.
- Provide and maintain all erosion control and SWPPP requirements for this scope of work in accordance with the construction documents. Provide street sweeping and site watering for dust and tire tracking control as required while on site. Maintain stabilized construction entrance while on site.
- Furnish all survey work required for this bid package. Surveyor to be registered in the State of Idaho. Reference "Construction Facilities and Temporary Controls" for survey provided by Construction Manager.
- Geotechnical report is available upon request from either City of Hailey or Kreizenbeck Constructors.
- Contractor is responsible for their own quantity take-off. Quantities provided on Sheet C1 are for reference only.
- Include a \$15,000 allowance in the base bid to be used at the sole discretion of the Construction Manager.

**This Contract specifically excludes:**

- Work identified under Bid Package #1 – Building Excavation.
- Placement of asphalt (A3) and asphalt walkway (A4).
- Gravel prep for concrete flatwork associated at the east and south sides of Ice Rink Facility. See Legend on drawing C4.
- Pavement markings.
- Post and signs.
- Pipe bollards

**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 #15 – Sitework | As identified in the Project Schedule contained in the Project Manual dated November 2, 2010. |

, 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 Forty-One Thousand Eight Hundred Eight-Four Dollars and Zero Cents (\$ 141,884.00 ), 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)                    |
|---|------------------------------------|
| Provide cost per cubic yard for removal and disposal of Owner's excess stockpiled materials, (work not part of this bid package). The unit price assumed quantity is 200 cubic yards. All quantities will be base on actual removal and verified by Owner's representative. (addendum #1) | \$11.00 / CY X 200 cy = \$2,200.00 |

## 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 25<sup>th</sup> day of a month, the Owner shall make payment to the Contractor not later than the 25<sup>th</sup> 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;

§ 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.)*

Phase III Project Manual, Dated November 2, 2010

§ 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 III Project Manual dated November 2, 2010, and are as follows:

| Document  | Title                      | Pages |
|-----------|----------------------------|-------|
| Exhibit A | Contract Document Schedule | 1     |

§ 9.1.4 The Specifications are those contained in the Phase III 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    | November 12, 2010 | 6 (8 ½ x 11) |

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

Standard Form of Agreement between Owner and Contractor, AIA Document A101/CMA, 1992

General Conditions of the Contract for Construction, AIA Document A201/CMA, 1992

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

OWNER

CONTRACTOR

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Printed name and title)

\_\_\_\_\_  
(Signature)

BEAU BURKS MANAGING MEMBER  
\_\_\_\_\_  
(Printed name and title)

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

**KC PROJECT NO. 10-007**  
November 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 II Project Manual – dated November 2, 2010

**ADDENDA:**

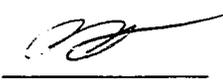
Addendum No. One dated November 12, 2010 (6 – 8 ½ x 11 pgs)

**DRAWINGS – dated November 2, 2010**

**ARCHITECTURAL / STRUCTURAL**

C1 Cover Sheet  
C2 Topographic Survey  
C3 Site Utility Asbuilt  
C4 Grading and Drainage Site Plan  
C5 Civil Details  
E1.2 Site Lighting

**AGENDA ITEM SUMMARY**

DATE: 12/20/10 DEPARTMENT: PW - Parks DEPT. HEAD SIGNATURE: 

**SUBJECT:** Motion to approve the Change Orders for the Rodeo Grounds Multi-Use Arena as outlined below and authorize the mayor to sign.

**AUTHORITY:**  ID Code \_\_\_\_\_  IAR \_\_\_\_\_  City Ordinance/Code \_\_\_\_\_  
(IF APPLICABLE)

**BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:**

There are five Change Orders for council consideration and approval.

1. The design of the bleachers has required revisions to the pier foundations along the arena side of the restrooms to increase both the depth and size of the foundations. There are two Change Orders associated with this revision. Additional excavation costs by Extreme Excavation at \$12,085 and additional formwork, rebar and concrete by Petra, Inc at \$19,736.
2. The design of the bleachers has required an increase in a beam size along the front edge of the bleachers resulting in additional cost to supplier. A Change Order for \$11,046 to CBS Constructors is attached.
3. A Change Order request for two items for Burks Excavation is for relocating an existing water line along the north side of the arena and for removal of unsuitable soil. The existing water line was left in place during the utility installation. It ended up in the location of the catch basins and curb & gutter along the north roadway and at a depth of 3-1/2'. In order to correct this problem I have requested a cost from Burks Excavation to move the water line into the middle of the roadway around the planned catch basins. Leaving the water main where it is could lead to freezing concerns where it intersects with the catch basins. Burks Excavation has submitted a Change Order request for \$8,102.47 for this work. The site soil was known to have areas of unsuitable material. The second item on the Change Order is for removal of the unsuitable soil from the parking areas for \$5,852.
4. A second Change Order to Extreme Excavation for removal of unsuitable soil from the building areas for \$3,029. This Change Order is governed by unit prices included in the original bid.

A drawing of the arena area is attached for your reference. Total cost of these Change Orders is \$59,850.

**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



# AIA<sup>®</sup> Document G701/CMa<sup>™</sup> - 1992

## Change Order - Construction Manager-Adviser Edition

|   |  |   |
|---|--|---|
| <b>PROJECT (Name and address):</b><br>Hailey Rodeo Arena Multi-Use Facility<br>791 Main Street South<br>Hailey, Idaho 83333     | <b>CHANGE ORDER NUMBER:</b> 001<br><b>INITIATION DATE:</b> 12/09/2010  | <b>OWNER:</b> <input checked="" type="checkbox"/><br><b>CONSTRUCTION MANAGER:</b> <input checked="" type="checkbox"/><br><b>ARCHITECT:</b> <input checked="" type="checkbox"/><br><b>CONTRACTOR:</b> <input checked="" type="checkbox"/><br><b>FIELD:</b> <input checked="" type="checkbox"/><br><b>OTHER:</b> <input type="checkbox"/> |
| <b>TO CONTRACTOR (Name and address):</b><br>Extreme Excavation, Inc.<br>36 N. Highway 75<br>PO Box 235<br>Shoshone, Idaho 83352 | <b>PROJECT NUMBERS:</b> 10-007 / 02210<br><b>CONTRACT DATE:</b> October 19, 2010<br><b>CONTRACT FOR:</b> General<br>Construction |   |

**THE CONTRACT IS CHANGED AS FOLLOWS:**

1) Revise excavation for the concrete footings and piers located along Gridlines BC and BJ per PR #01. ADD \$12,085.00

|  |              |
|--|--------------|
| The original Contract Sum was  | \$ 25,000.00 |
| Net change by previously authorized Change Orders                        | \$ 0.00      |
| The Contract Sum prior to this Change Order was                          | \$ 25,000.00 |
| The Contract Sum will be increased by this Change Order in the amount of | \$ 12,085.00 |
| The new Contract Sum including this Change Order will be                 | \$ 37,085.00 |

The Contract Time will be unchanged by Zero (0) days.  
 The date of Substantial Completion as of the date of this Change Order therefore is

**NOTE:** This summary does not reflect changes in the Contract Sum, Contract Time or Guaranteed Maximum Price which have been authorized by Construction Change Directive.

**NOT VALID UNTIL SIGNED BY THE OWNER, CONSTRUCTION MANAGER, ARCHITECT AND CONTRACTOR.**

Kreizenbeck, LLC DBA Kreizenbeck Constructors  
**CONSTRUCTION MANAGER (Firm name)**  
 251 East Front Street, Suite 110, Boise, Idaho 83702  
**ADDRESS**

Ruscitto/Latham/Blanton Architectura, P.A.  
**ARCHITECT (Firm name)**  
 PO Box 419, Sun Valley, Idaho 83353  
**ADDRESS**

BY (Signature)  
 Michael J. Berard  
 (Typed name) DATE:

BY (Signature)  
 (Typed name) DATE:

Extreme Excavation, Inc.  
**CONTRACTOR (Firm name)**  
 36 N. Highway 75 / PO Box 235, Shoshone, Idaho 83352  
**ADDRESS**

City of Hailey  
**OWNER (Firm name)**  
 115 Main Street South, Hailey, Idaho 83333  
**ADDRESS**

BY (Signature)  
 (Typed name) DATE:

BY (Signature)  
 (Typed name) DATE:



Extreme Excavation Inc.

36 N. Hwy 75

P.O. Box 235

Shoshone, ID 83352

544-ROCK (7625)

# Estimate

|            |            |
|------------|------------|
| Date       | Estimate # |
| 11/18/2010 | 365        |

|   |
|---|
| Name / Address  |
| Kreizenbeck Constructors<br>251 East Front Street Suite 110<br>Boise ID 83702 |

|         |
|---------|
| Project |
| PR # 1  |

| Item         | Description   | Qty   | Unit | Cost    | Total              |
|--------------|---|-------|------|---------|--------------------|
| 2340         | Excavate, sort out unsuitable material and stockpile for deeper pier.   | 1,530 | yds  | 4.25    | 6,502.50           |
| 2341         | Backfill and compact piers using onsite suitable material.  | 1,530 | yds  | 4.25    | 6,502.50           |
| Discount     | Credit from base bid for digging original piers \$40.00 each  |       |      | -920.00 | -920.00            |
|              | Note the new excavation will be 7 feet deep and we will have to slope all the banks at a 1 to 1 for OSHA standards. |       |      |         |                    |
| <b>Total</b> |   |       |      |         | <b>\$12,085.00</b> |

Acceptance of Estimate. Extreme Excavation is authorized to do the work as specified.

Signature \_\_\_\_\_

Estimate valid for 30 days. Finance charges added for accounts over 30 days past due.



# AIA<sup>®</sup> Document G701/CMa<sup>™</sup> - 1992

## Change Order - Construction Manager-Adviser Edition

PROJECT (Name and address):  
Hailey Rodeo Arena Multi-Use Facility  
791 Main Street South  
Hailey, Idaho 83333

CHANGE ORDER NUMBER: 001  
INITIATION DATE: 12/09/2010

OWNER:   
CONSTRUCTION MANAGER:   
ARCHITECT:   
CONTRACTOR:   
FIELD:   
OTHER:

TO CONTRACTOR (Name and address):  
Petra, Inc.  
1097 North Rosario Street  
Meridian, Idaho 83642

PROJECT NUMBERS: 10-007 / 03300  
CONTRACT DATE: October 19, 2010  
CONTRACT FOR: General  
Construction

### THE CONTRACT IS CHANGED AS FOLLOWS:

1) Provide all labor, materials and equipment to revise the concrete footings, piers and lintels per PR #01. ADD \$19,736.00

|  |               |
|--|---------------|
| The original Contract Sum was  | \$ 110,000.00 |
| Net change by previously authorized Change Orders                        | \$ 0.00       |
| The Contract Sum prior to this Change Order was                          | \$ 110,000.00 |
| The Contract Sum will be increased by this Change Order in the amount of | \$ 19,736.00  |
| The new Contract Sum including this Change Order will be                 | \$ 129,736.00 |

The Contract Time will be unchanged by Zero (0) days.  
The date of Substantial Completion as of the date of this Change Order therefore is

**NOTE:** This summary does not reflect changes in the Contract Sum, Contract Time or Guaranteed Maximum Price which have been authorized by Construction Change Directive.

### NOT VALID UNTIL SIGNED BY THE OWNER, CONSTRUCTION MANAGER, ARCHITECT AND CONTRACTOR.

Kreizenbeck, LLC DBA Kreizenbeck Constructors  
CONSTRUCTION MANAGER (Firm name)  
251 East Front Street, Suite 110, Boise, Idaho 83702  
ADDRESS

Ruscitto/Latham/Blanton Architectura, P.A.  
ARCHITECT (Firm name)  
PO Box 419, Sun Valley, Idaho 83353  
ADDRESS

BY (Signature)  
Michael J. Berard  
(Typed name) DATE:

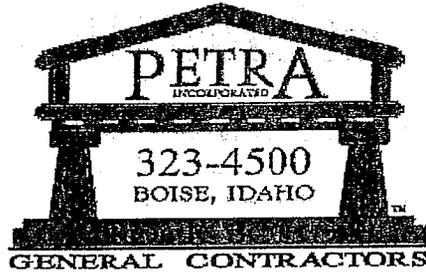
BY (Signature)  
(Typed name) DATE:

Petra, Inc.  
CONTRACTOR (Firm name)  
1097 North Rosario Street, Meridian, Idaho 83642  
ADDRESS

City of Hailey  
OWNER (Firm name)  
115 Main Street South, Hailey, Idaho 83333  
ADDRESS

BY (Signature)  
(Typed name) DATE:

BY (Signature)  
(Typed name) DATE:



November 18, 2010

Kreizenbeck Constructors, Inc.  
 251 E Front St. Suite 110  
 Boise, ID 83702

RE: Hailey Rodeo Arena Phase 1-Proposal Request #1 (REVISED)

|   |                        |                   |
|---|------------------------|-------------------|
| 1) Revise 21 Columns Gridline B-C & B-J |                        |                   |
| Add 65yds Concrete Materials.....       | \$6,240.00             |                   |
| Add Rebar Materials.....                | \$5,820.00             |                   |
| Added Labor & Forming Materials.....    | \$5,595.00             |                   |
| Sub Total                               | <del>\$17,755.00</del> | \$17,655.00       |
| P&O 10%.....                            | <del>\$1,776.00</del>  | \$1,766.00        |
| Total                                   | <del>\$19,431.00</del> | \$19,421.00       |
| <br>                                    |                        |                   |
| 2) Revise Columns BA/B10 & BL/B10       |                        |                   |
| Add 1 yd Concrete Materials.....        | \$96.00                |                   |
| Add Rebar Materials.....                | \$65.00                |                   |
| Add Labor.....                          | \$125.00               |                   |
| Sub Total                               | \$286.00               |                   |
| P&O 10%.....                            | \$28.60                |                   |
| Total                                   | \$314.60               |                   |
| <br>                                    |                        |                   |
| 3) Revise Lintel Elevation NO CHANGE    |                        | \$19,736.00 TOTAL |

If you have any questions please give me a call.

Rodney Baxter



# AIA<sup>®</sup> Document G701/CMa<sup>™</sup> - 1992

## Change Order - Construction Manager-Adviser Edition

PROJECT (Name and address):  
Hailey Rodeo Arena Multi-Use Facility  
791 Main Street South  
Hailey, Idaho 83333

CHANGE ORDER NUMBER: 001  
INITIATION DATE: 11/17/2010

OWNER:   
CONSTRUCTION MANAGER:   
ARCHITECT:   
CONTRACTOR:   
FIELD:   
OTHER:

TO CONTRACTOR (Name and address):  
CBS Constructors  
206 East First  
McCook, NE 69001

PROJECT NUMBERS: 10-007 / 12700  
CONTRACT DATE: October 19, 2010  
CONTRACT FOR: General  
Construction

### THE CONTRACT IS CHANGED AS FOLLOWS:

1) Make necessary changes to the design and fabrication of the north and south bleacher systems as necessary to transfer additional load to the front columns per the structural engineer request. ADD \$11,046.00

|  |    |            |
|--|----|------------|
| The original Contract Sum was  | \$ | 498,000.00 |
| Net change by previously authorized Change Orders                        | \$ | 0.00       |
| The Contract Sum prior to this Change Order was                          | \$ | 498,000.00 |
| The Contract Sum will be increased by this Change Order in the amount of | \$ | 11,046.00  |
| The new Contract Sum including this Change Order will be                 | \$ | 509,046.00 |

The Contract Time will be unchanged by Zero (0) days.  
The date of Substantial Completion as of the date of this Change Order therefore is

**NOTE:** This summary does not reflect changes in the Contract Sum, Contract Time or Guaranteed Maximum Price which have been authorized by Construction Change Directive.

### NOT VALID UNTIL SIGNED BY THE OWNER, CONSTRUCTION MANAGER, ARCHITECT AND CONTRACTOR.

Kreizenbeck, LLC DBA Kreizenbeck Constructors  
CONSTRUCTION MANAGER (Firm name)  
251 East Front Street, Suite 110, Boise, Idaho 83702  
ADDRESS

Ruscitto/Latham/Blanton Architectura, P.A.  
ARCHITECT (Firm name)  
PO Box 419, Sun Valley, Idaho 83353  
ADDRESS

BY (Signature)  
Michael J. Berard  
(Typed name) DATE:

BY (Signature)  
(Typed name) DATE:

CBS Constructors  
CONTRACTOR (Firm name)  
206 East First, McCook, NE 69001  
ADDRESS

City of Hailey  
OWNER (Firm name)  
115 Main Street South, Hailey, Idaho 83333  
ADDRESS

BY (Signature)  
Wade Kolbo  
(Typed name) DATE:

BY (Signature)  
(Typed name) DATE:

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User Notes:

(1515350838)

**CHANGE ORDER**

PROJECT: Halley Rodeo Arena Multi-Use Facility  
Halley, ID

CHANGE ORDER NUMBER: 2

DATE: 11/12/2010

CONTRACTOR: Kreizenbeck Constructors  
251 East Front Street, Suite 110  
Boise, ID 83702

CONTRACTORS PROJECT NO 10-007

CONTRACT FOR: New Bleacher Seating

**Contract is changed as follows:**

Add for providing slotted connections at column rows 'BB' & 'BK' in order to transfer all wind load to the front column rows 'BC' & 'BJ' on the north and south bleachers. The result of doing this increases the horizontal beam size at column rows 'BC' & 'BJ' from a W10X22 to a W10X39. This also changes the anchor bolts from 7/8", and requires additional fabrication for the stub columns with bolted connections.

Materials

|   |            |
|---|------------|
| 7 Ea. - W10 X 39 Horiz. Beams @ 48'-0" - \$842.40 ea. | \$5,896.80 |
| 57 Ea. - Stub Column Connections - \$3.48 ea.         | \$198.36   |

Fabrication

|   |            |
|---|------------|
| 7 Ea. - W10 X 39 Horiz. Beams @ 48'-0" - \$486.72 ea. | \$3,407.04 |
| 57 Ea. - Stub Column Connections - \$9.25 ea.         | \$527.25   |

Galvanizing of W10 X 39 Horizontal Beams

|   |            |
|---|------------|
| 7 Ea. - W10 X 39 Horiz. Beams @ 48'-0" - \$617.76 ea. | \$4,324.32 |
| 57 Ea. - Stub Column Connections - \$1.85 ea.         | \$105.45   |

Additional Erection in Field For Slip Connection

|  |            |
|--|------------|
| 57 Ea. - Stub Column Connections - \$30.00 ea. | \$1,710.00 |
|--|------------|

|  |              |
|--|--------------|
| Total Materials and Labor                                | \$16,169.22  |
| Deduct for W10 X 22 Horizontal Beams Already in Contract | (\$6,394.08) |

|                                 |            |
|---------------------------------|------------|
| Total Cost of Labor & Materials | \$9,775.14 |
| 5% Profit                       | \$488.76   |
| 5% Overhead                     | \$488.76   |
| 2% Bonds                        | \$195.50   |
| 1% Insurance                    | \$97.75    |

|                              |             |
|------------------------------|-------------|
| Total Cost Including Mark-up | \$11,045.91 |
|------------------------------|-------------|

Not valid until signed by contractor and sub-contractor

|   |             |                            |
|---|-------------|----------------------------|
| Original Contract and previous change orders Sum was                    |             | <u>Tot</u><br>\$511,078.00 |
| Contract Sum will be Increased<br>by this Change Order in the amount of | \$11,045.91 | \$11,045.91                |
| New Contract Sum including this Change Order will be                    |             | \$522,124.00               |

CBS CONSTRUCTORS  
206 EAST FIRST  
McCOOK, NE 69001  
Wade Kolbo, General Manager

Kreizenbeck Constructors  
251 East Front Street, Suite 110  
Boise, ID 83702

BY \_\_\_\_\_  
 DATE \_\_\_\_\_

BY \_\_\_\_\_  
 DATE \_\_\_\_\_



# AIA Document G701/CMa™ - 1992

## Change Order - Construction Manager-Adviser Edition

PROJECT (Name and address):  
Hailey Rodeo Arena Multi-Use Facility  
791 Main Street South  
Hailey, Idaho 83333

CHANGE ORDER NUMBER: 001  
INITIATION DATE: 12/16/2010

OWNER:   
CONSTRUCTION MANAGER:   
ARCHITECT:   
CONTRACTOR:   
FIELD:   
OTHER:

TO CONTRACTOR (Name and address):  
Burks Excavation, LLC  
PO Box 188  
Hailey, Idaho 83333

PROJECT NUMBERS: 10-007 / 02220  
CONTRACT DATE: November 23,  
2010  
CONTRACT FOR: General  
Construction

### THE CONTRACT IS CHANGED AS FOLLOWS:

- Relocate approximately 185 LF of 6" C-900 water line to offset 10' to the east of structure B1J to 10' to the west of structure B1I.  
ADD \$8,103.00
- Haul off stockpile of unsuitable materials as requested (532 cy x \$11.00/CY = \$5,852.00)  
ADD \$5,852.00

|  |    |            |
|--|----|------------|
| The original Contract Sum was  | \$ | 141,884.00 |
| Net change by previously authorized Change Orders                        | \$ | 0.00       |
| The Contract Sum prior to this Change Order was                          | \$ | 141,884.00 |
| The Contract Sum will be increased by this Change Order in the amount of | \$ | 13,955.00  |
| The new Contract Sum including this Change Order will be                 | \$ | 155,839.00 |

The Contract Time will be unchanged by Zero (0) days.  
The date of Substantial Completion as of the date of this Change Order therefore is

**NOTE:** This summary does not reflect changes in the Contract Sum, Contract Time or Guaranteed Maximum Price which have been authorized by Construction Change Directive.

### NOT VALID UNTIL SIGNED BY THE OWNER, CONSTRUCTION MANAGER, ARCHITECT AND CONTRACTOR.

Kreizenbeck, LLC DBA Kreizenbeck Constructors  
CONSTRUCTION MANAGER (Firm name)  
251 East Front Street, Suite 110, Boise, Idaho 83702  
ADDRESS

*Michael J. Berard*  
BY (Signature)  
Michael J. Berard  
(Typed name)                      DATE: 12/16/10

Ruscitto/Latham/Blanton Architectura, P.A.  
ARCHITECT (Firm name)  
PO Box 419, Sun Valley, Idaho 83353  
ADDRESS

\_\_\_\_\_  
BY (Signature)  
\_\_\_\_\_  
(Typed name)                      DATE:

Burks Excavation, LLC  
CONTRACTOR (Firm name)  
PO Box 188, Hailey, Idaho 83333  
ADDRESS

\_\_\_\_\_  
BY (Signature)  
\_\_\_\_\_  
(Typed name)                      DATE:

City of Hailey  
OWNER (Firm name)  
115 Main Street South, Hailey, Idaho 83333  
ADDRESS

\_\_\_\_\_  
BY (Signature)  
\_\_\_\_\_  
(Typed name)                      DATE:

BURKS EXCAVATION, L.L.C.

P.O. BOX 188  
HAILEY, ID 83333

# Change Order

|            |            |
|------------|------------|
| Date       | Estimate # |
| 12/14/2010 | 2129       |

|   |
|---|
| Name / Address  |
| Kreizenbeck Constructors<br>251 East Front St.<br>Boise, ID 83702 |

|         |
|---------|
| Project |
|         |

| Description  | Qty          | Rate   | Unit  | Total  |
|--|--------------|--------|-------|--------|
| Price to install new 6" C-900 waterline and abandon in place existing 6" C-900 water line. All work to be done to city of Hailey specs and ISPWC. estimated approx. 185 feet | 200          | 4.88   | LF    | 976.00 |
| 6" c-900 pvc water line  | 4            | 61.44  | EA    | 245.76 |
| 6" mj ductile iron 45 degree bends   | 0            | 65.38  | EA    | 0.00   |
| 6" x 12" mj long sleeve  | 0            | 117.61 | EA    | 0.00   |
| 6" x 6" mj x fl tee  | 0            | 934.50 | EA    | 0.00   |
| 6" mj x fl gate valve with valve box   | 1            | 91.43  | EA    | 91.43  |
| tracer wire  | 1            | 24.38  | EA    | 24.38  |
| detect tape  | 8            | 54.85  | EA    | 438.80 |
| 6" roma grip restraints for fittings   | 10           | 67.05  | EA    | 670.50 |
| 6" bell joint restraints   | 1            | 55.75  | EA    | 55.75  |
| 6" x 2" saddle   | 1            | 189.07 | EA    | 189.07 |
| 2" mip x comp corp stop  | 2            | 55.44  | EA    | 110.88 |
| 2" mip x comp adapters   | 3            | 2.80   | EA    | 8.40   |
| 2" stainless steel inserts for cts pipe  | 55           | 6.10   | TONS  | 335.50 |
| Bedding for pipe   | 20           | 40.00  | HOURS | 800.00 |
| Labor to install pipe  | 10           | 50.00  | HOURS | 500.00 |
| Excavator Operator   | 6            | 50.00  | HOURS | 300.00 |
| Loader Operator  | 6            | 50.00  | HOURS | 300.00 |
| Dozer Operator   | 6            | 50.00  | HOURS | 300.00 |
| Roller operator  | 6            | 50.00  | HOURS | 300.00 |
| Excavator rental   | 10           | 90.00  | HOURS | 900.00 |
| Loader rental  | 6            | 70.00  | HOURS | 420.00 |
| Dozer rental   | 6            | 50.00  | HOURS | 300.00 |
| Thank you for your business.   | <b>Total</b> |        |       |        |

BURKS EXCAVATION, L.L.C.

P.O. BOX 188  
HAILEY, ID 83333

# Change Order

| Date       | Estimate # |
|------------|------------|
| 12/14/2010 | 2129       |

| Name / Address  |
|---|
| Kreizenbeck Constructors<br>251 East Front St.<br>Boise, ID 83702 |

| Description                  | Qty | Rate   | Project |                         |
|------------------------------|-----|--------|---------|-------------------------|
|                              |     |        | Unit    | Total                   |
| Roller rental                | 6   | 30.00  | HOURS   | 180.00                  |
| Driver                       | 6   | 40.00  | HOURS   | 240.00                  |
| Dump Truck rental            | 6   | 55.00  | HOURS   | 330.00                  |
| Profit and Overhead          | 1   | 386.00 | LS      | 386.00                  |
| Thank you for your business. |     |        |         | <b>Total</b> \$8,102.47 |

BURKS EXCAVATION, L.L.C.

P.O. BOX 188  
HAILEY, ID 83333

# Change Order

|            |            |
|------------|------------|
| Date       | Estimate # |
| 12/16/2010 | 2130       |

|   |
|---|
| Name / Address  |
| Kreizenbeck Constructors<br>251 East Front St.<br>Boise, ID 83702 |

|                        |
|------------------------|
| Project                |
| Hailey Rodeo Arena ... |

| Description   | Qty | Rate  | Unit | Total      |
|---|-----|-------|------|------------|
| Haul off unsuitable spoils from Hailey Rodeo Park Project | 532 | 11.00 | icy  | 5,852.00   |
| <b>Total</b>  |     |       |      | \$5,852.00 |





# AIA Document G701/CMa™ - 1992

## Change Order - Construction Manager-Adviser Edition

PROJECT (Name and address):  
Hailey Rodeo Arena Multi-Use Facility  
791 Main Street South  
Hailey, Idaho 83333

CHANGE ORDER NUMBER: 002  
INITIATION DATE: 12/16/2010

OWNER:   
CONSTRUCTION MANAGER:   
ARCHITECT:   
CONTRACTOR:   
FIELD:   
OTHER:

TO CONTRACTOR (Name and address):  
Extreme Excavation, Inc.  
36 N. Highway 75  
PO Box 235  
Shoshone, Idaho 83352

PROJECT NUMBERS: 10-007 / 02210  
CONTRACT DATE: October 19, 2010  
CONTRACT FOR: General  
Construction

### THE CONTRACT IS CHANGED AS FOLLOWS:

1) Over-excavate unsuitable soils below the north and south buildings as recommended by the Geotech. Unsuitable materials to be stockpiled on site. Import, place and compact structural fill as required to replace unsuitable materials.

ADD \$3,029.00

|  |    |           |
|--|----|-----------|
| The original Contract Sum was  | \$ | 25,000.00 |
| Net change by previously authorized Change Orders                        | \$ | 12,085.00 |
| The Contract Sum prior to this Change Order was                          | \$ | 37,085.00 |
| The Contract Sum will be increased by this Change Order in the amount of | \$ | 3,029.00  |
| The new Contract Sum including this Change Order will be                 | \$ | 40,114.00 |

The Contract Time will be unchanged by Zero (0) days.

The date of Substantial Completion as of the date of this Change Order therefore is

NOTE: This summary does not reflect changes in the Contract Sum, Contract Time or Guaranteed Maximum Price which have been authorized by Construction Change Directive.

### NOT VALID UNTIL SIGNED BY THE OWNER, CONSTRUCTION MANAGER, ARCHITECT AND CONTRACTOR.

Kreizenbeck, LLC-DBA Kreizenbeck Constructors  
CONSTRUCTION MANAGER (Firm name)  
251 East Front Street, Suite 110, Boise, Idaho 83702  
ADDRESS

  
BY (Signature)  
Michael J. Berard  
(Typed name) DATE: 12/16/10

Extreme Excavation, Inc.  
CONTRACTOR (Firm name)  
36 N. Highway 75 / PO Box 235, Shoshone, Idaho 83352  
ADDRESS

\_\_\_\_\_  
BY (Signature)  
(Typed name) DATE:

Ruscitto/Latham/Blanton Architectura, P.A.  
ARCHITECT (Firm name)  
PO Box 419, Sun Valley, Idaho 83353  
ADDRESS

\_\_\_\_\_  
BY (Signature)  
(Typed name) DATE:

City of Hailey  
OWNER (Firm name)  
115 Main Street South, Hailey, Idaho 83333  
ADDRESS

\_\_\_\_\_  
BY (Signature)  
(Typed name) DATE:





**AGENDA ITEM SUMMARY**

DATE: 12/20/10 DEPARTMENT: PW - Parks DEPT. HEAD SIGNATURE: 

**SUBJECT:** Motion to approve the contract with CBS Constructors for the Rodeo Grounds Bleachers and authorize the Mayor to sign.

**AUTHORITY:**  ID Code \_\_\_\_\_  IAR \_\_\_\_\_  City Ordinance/Code \_\_\_\_\_  
(IF APPLICABLE)

**BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:**

The bid for this work was received on October 14, 2010 and approved by the council on October 18, 2010.

**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

 **Document A101/CMa™ – 1992**

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

Bid Package No. 5 – Stadium Bleachers

AGREEMENT made as of the 19<sup>th</sup> 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)

CBS Constructors  
PO Box 995  
McCook, NE 69001

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.

## 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 labor, material and equipment to design, furnish and install a complete elevated bleacher system as noted in the construction documents and per the following:

Division 1 – General Requirements  
Section 13100 – Elevated Bleacher System

This Contract specifically includes but is not limited to:

- Design, furnish and install elevated bleacher system complete in accordance with the construction documents. Including announcers booth, hand rail, guard rails, grid chain link, stairs ramps and aisle.
- Furnish all anchor bolts associated with bleacher system. (installed by others).
- Provide all hoisting required for installation of bleacher system.
- Bleacher contractor to provide coordination shop drawings and load bearing calculations for the concrete foundation with in 10 days of Notice to Proceed.

This Contract specifically excludes:

- Concrete foundations.

## 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 #5 – Stadium Bleachers | As identified in the Project Schedule contained in the Project Manual dated September 23, 2010. |

, 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.)*

Init.

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User Notes:

(860119374)

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 Four Hundred Ninety-Eight Thousand Dollars and Zero Cents (\$ 498,000.00 ), 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 25<sup>th</sup> day of a month, the Owner shall make payment to the Contractor not later than the 25<sup>th</sup> 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;

§ 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.)*

Phase I Project Manual, Dated September 23, 2010

§ 7.4 Other Provisions:

*(Here list any special provisions affecting the Contract.)*

Init.

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User Notes:

(860119374)

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

Standard Form of Agreement between Owner and Contractor, AIA Document A101/CMA, 1992

General Conditions of the Contract for Construction, AIA Document A201/CMA, 1992

init.

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

OWNER

CONTRACTOR

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Printed name and title)

*Wade Kolbo*  
\_\_\_\_\_  
(Signature)

**WADE KOLBO, GENERAL MANAGER**  
\_\_\_\_\_  
(Printed name and title)

Init.

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User Notes:

(860119374)

**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  | Main 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 |      |                                  |

AGENDA ITEM SUMMARY

DATE: 12/20/2010

DEPARTMENT: Legal

DEPT. HEAD SIGNATURE: \_\_\_\_\_

SUBJECT:

Hailey Ordinance No. 1074 (Build Better Program Ordinance) Summary

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

BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:

I am attaching a proposed summary of Hailey Ordinance No. 1074 (Build Better Program Ordinance).

Ned

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

ACKNOWLEDGEMENT BY OTHER AFFECTED CITY DEPARTMENTS: (IF APPLICABLE)

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

RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD:

Make a motion to approve the summary of Hailey Ordinance No. 1074.

FOLLOW-UP REMARKS:

## SUMMARY OF HAILEY ORDINANCE NO. 1074

The following is a summary of the principal provisions of Ordinance No. 1074 of the City of Hailey, Idaho, duly passed and adopted November 22, 2010, by the City Council and Mayor of the City of Hailey:

AN ORDINANCE OF THE CITY OF HAILEY, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO, AMENDING THE HAILEY MUNICIPAL CODE, CHAPTER 15.08, BUILDING CODE ORDINANCE, BY ADOPTING THE 2009 INTERNATIONAL ENERGY CONSERVATION CODE; BY AMENDING CHAPTER 15.08 TO ADOPT A NEW SECTION 15.08.012, BUILD BETTER PROGRAM, WHICH INCREASES ENERGY CONSERVATION AND PROMOTES SUSTAINABLE BUILDING PRACTICES; BY REDUCING BUILDING PERMIT AND PLAN REVIEW FEES AND DEFERRING FIRE REVIEW FEES FOR BUILDINGS BUILT IN ACCORDANCE OF THE BUILD BETTER PROGRAM; BY AMENDING CHAPTERS 4 AND 5 OF THE 2009 IEEC; BY ADOPTING FIGURE 303.1(9) OF THE 2009 IEEC; BY CREATING ADDITIONAL REQUIREMENTS FOR INCREASED ENERGY EFFICIENCY AND SUSTAINABLE BUILDING PRACTICES; BY PROVIDING FOR A SEVERABILITY CLAUSE; BY PROVIDING FOR A REPEALER CLAUSE; AND BY PROVIDING AN EFFECTIVE DATE

Hailey Ordinance No. 1074 amends Chapter 15.08 of the Hailey Municipal Code, as follows:

**Section 1** amends Section 15.08.010 of the Hailey Municipal Code by adopting the 2009 International Energy Conservation Code ("2009 IEEC").

**Section 2** adds a new Section 15.08.012 of the Hailey Municipal Code, entitled Build Better Program, to provide:

a) an applicability section i) requiring the Build Better Program with higher minimum standards as a supplement to other adopted building codes, ii) exempting certain residential and commercial new construction which are more energy efficient than otherwise required by adopted building codes, iii) exempting certain commercial and residential alterations and additions from the Build Better Program, such as window frame and glass replacements of the same size and location, bathroom remodel projects limited to the replacement of fixtures and cabinets, kitchen remodel projects limited to the replacement of cabinets, counter tops, plumbing fixtures, and appliances, electrical work associated with permits issued only for electrical work, plumbing associated with permits issued only for plumbing, replacement of HVAC appliances associated with permits issued only for appliance replacement, reroofs, additions less than 500 square feet of conditioned floor area, new construction or additions of any size that do not include any conditioned floor area, alterations that do not affect the integrity of the Building envelope, alterations that do not require a Building Permit, tenant and ADA improvements required by the Building Department, and structures listed on the National Historic Register, and iv) allowing in-lieu fees;

b) a definition section defining Program Administrators, Certified HERS Rater, Compact fluorescent light bulb or CFL, COMcheck Energy Analysis, EnergyPlus, ENERGY STAR Advanced Lighting Package or (ALP), ENERGY STAR Builder, ENERGY STAR Indoor airPLUS or IAP, ENERGY

STAR Northwest Program, EQuest, Forest Stewardship Council Certified or FSC Certified, Home Energy Rating System Audit or HERS Audit, Home Energy Rating System Index or HERS Index, Light Emitting Diode or LED, Leadership in Energy and Environmental Design Accredited Professional or LEED AP, Minimum Efficiency Reporting Value or MERV, National Association of Home Builder's Green Building Program, Natural Air Changes Per Hour or NACH, New Construction, REM/Rate™ Energy Analysis, REScheck Energy Analysis, Residential Energy Services Network or RESNET, Structural Insulated Panels, U.S. Green Building Council's Leadership in Energy and Environmental Design for Homes or LEED for Homes, U.S. Green Building Council's Leadership in Energy and Environmental Design for New Construction or LEED for New Construction, Verification of Accountability by Responsible Party, WaterSense Program, Whole House Fan and Zoned Hydronic Radiant Heating;

c) an energy efficiency section requiring all commercial and residential new construction and additions to comply with the 2009 IECC, and increase energy efficiency 10% beyond the 2009 IECC requirements and by generally requiring verification of the increased energy efficiency by a certified rater or licensed engineer, or by a certified HERS audit or energy model;

d) a water, indoor air, construction waste, durability and assurance section which apply to new residential and commercial construction, and which promote water conservation, proper ventilation, reduction of construction waste and durability and assurance of a building and its components and systems; and

e) a points menu section which applies to the construction of exterior snow melt systems, residential new construction, and residential additions of 500 square feet or more of conditioned space, and which i) establishes a formula for the calculation of points based on the total square feet of conditioned space and the number of bedrooms included in the addition or new construction project or the square footage of an exterior snow melt system, ii) limits the accumulation of points for more than one construction activity, iii) provides for verification, and iv) establishes points for and verification of 1) waste management, 2) energy efficiency for insulation, windows, air sealing or an existing building, heating, ventilation and air conditioning systems, zoned hydronic radiant heating, passive cooling, whole house fan, water heating, lighting and appliances, efficient light controls, and energy efficient appliances, 3) solar passive heating design, solar thermal domestic hot water system, pre-plumbing for solar thermal system retrofit, active solar electric system and pre-wire, or chase way, or conduit for future solar electric, photovoltaic system retrofit, 4) material efficient framing and structure, structural insulated panels in conditioned spaces or alternatives to wood framing approved by the program administrators, and other alternatives to wood framing, 5) sustainable products and environmentally preferred, low emission, and local materials, 6) indoor air quality for ENERGY STAR's indoor airPLUS requirements, mechanical ventilation, high-efficiency HVAC filter and attached garage exhaust fan, 7) homeowner information in a operations and maintenance binder, and 8) design process and innovation for using green building consultants, an ENERGY STAR builder, and innovative construction techniques to minimize the environmental impact of a building.

**Section 3** amends Section 15.08.020(E) of the Hailey Municipal Code to allow a 50% reduction of building permit fees and plan review fees for new residential construction when a building is built according to the Build Better program, and to allow building permit fees, plan review fees and fire review fees to be deferred to the date of certificate of occupancy when a building is built according to the Build Better program before January 1, 2012.

**Section 4** amends Section 15.08.020(P)(1) and (2) of the Hailey Municipal Code to a) amend Chapter 4 of the 2009 IECC by providing that projects shall comply with Sections 401, 402.4, and 403.1, 403.2.2, 403.2.3, and 403.3 through 403.9 and 405 of the 2009 IECC, that Sections 402.1 through 402.3, 402.4.2.2, 403.2.1 and 404.1 of the 2009 IECC shall be deleted, that building envelope air tightness and insulation installation shall be demonstrated to comply by Section 402.4.2.1 of the 2009 IECC, and that compliance with Section 405 of the 2009 IECC shall be met using Residential Energy Services Network's Home Energy Rating System by developing a simulated model of the proposed design and comparing it to the 2009 IECC standard reference design using a REM/RATE™ ENERGY ANALYSIS, and b) amend Chapter 5 of the 2009 IECC by providing that commercial building projects shall comply with the requirements of Section 506, provided Sections 502.4, 503.2, 504, 505.1, 505.2, 505.3, 505.4, 505.6, and 505.7 of the 2009 IECC are each satisfied, that Sections 502.1 through 502.3, 503.3, 503.4, and 505.5 of the 2009 IECC shall be deleted, and that buildings less than 10,000 square feet shall comply with Section 506 of the 2009 IECC using a COMcheck Energy Analysis, while buildings 10,000 square feet or more shall comply with Section 506 of the 2009 IECC using building department approved energy modeling software.

**Section 5** amends Section 15.08.020(P)(3) of the Hailey Municipal Code to identify figure 303.1(9) of the 2009 IECC as the climate zone for the City of Hailey.

**Section 6** amends Section 15.08.030 of the Hailey Municipal Code to provide, unless otherwise excepted or exempted, that an increase in energy efficiency by 10% above the 2009 IECC is an additional requirement under codes and standards adopted by the City of Hailey.

**Section 7** provides for a severability clause.

**Section 8** provides for a repealer clause.

**Section 9** provides for an effective date of the ordinance, so that Sections 1, 3 and 5 of Ordinance No. 1074, amending Section 15.08.010 of the Hailey Municipal Code, Section 15.08.020(E) and Section 15.08.020(P)(3), respectively, of the Hailey Municipal Code, shall be in full force and effect on January 1, 2011, after its passage, approval and publication according to law, and so that Sections 2, 4 and 6 of Ordinance No. 1074, amending Section 15.08.012, Section 15.08.020(P)(1) and (2) and Section 15.08.030, respectively, of the Hailey Municipal Code shall be in full force and effect on January 1, 2012, following a prior review by the Hailey Council and after subsequent passage, approval and publication according to law.

The full text of Ordinance No. 1074 is available at Hailey City Hall at 115 South Main Street, Suite H, Hailey, Idaho 83333 and will be provided to any citizen upon request during regular business hours. This summary replaces the summary of Ordinance No. 1074 published on December 15, 2010.

**CERTIFICATION OF CITY ATTORNEY**

I, the undersigned Attorney at Law, as attorney for the City of Hailey, Idaho, hereby certify that I have read the foregoing summary of Ordinance No. 1074 of the City of Hailey, that I have compared it to the full text of Ordinance No. 1074, and that in my opinion, the above summary is true and complete and provides adequate notice to the public of the contents of said Ordinance.

Dated this \_\_\_\_ day of December, 2010.

\_\_\_\_\_  
Ned Williamson, Hailey City Attorney

Publish: Idaho Mountain Express, December 22, 2010



AGENDA ITEM SUMMARY

DATE: 12/20/2010

DEPARTMENT: Legal

DEPT. HEAD SIGNATURE: \_\_\_\_\_

SUBJECT:

Hailey Ordinance No. 1077 (2009 IBC and IRC adoption) Summary

**AUTHORITY:**  ID Code \_\_\_\_\_  IAR \_\_\_\_\_  City Ordinance/Code \_\_\_\_\_  
(IF APPLICABLE)

BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:

I am attaching a proposed summary of Hailey Ordinance No. 1077 (2009 IBC and IRC adoption).

Ned

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

ACKNOWLEDGEMENT BY OTHER AFFECTED CITY DEPARTMENTS: (IF APPLICABLE)

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

RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD:

Make a motion to approve the summary of Hailey Ordinance No. 1077.

FOLLOW-UP REMARKS:

## SUMMARY OF HAILEY ORDINANCE NO. 1077

The following is a summary of the principal provisions of Ordinance No. 1077 of the City of Hailey, Idaho, duly passed and adopted December 13, 2010, by the City Council and Mayor of the City of Hailey:

AN ORDINANCE OF THE CITY OF HAILEY, IDAHO, AMENDING SECTION 15.08.010 OF THE HAILEY MUNICIPAL CODE BY ADOPTING THE 2009 INTERNATIONAL BUILDING CODE AND THE 2009 INTERNATIONAL RESIDENTIAL CODE; PROVIDING FOR A SEVERABILITY CLAUSE; PROVIDING FOR A REPEALER CLAUSE; AND PROVIDING AN EFFECTIVE DATE

Hailey Ordinance No. 1077 amends Chapter 15.08 of the Hailey Municipal Code, as follows:

**Section 1** amends Section 15.08.010 of the Hailey Municipal Code by adopting the 2009 International Building Code ("2009 IBC") and the 2009 International Residential Code ("2009 IRC") and amends Section 15.08.020 of the Hailey Municipal Code by replacing all references to the 2006 IBC with the 2009 IBC and all references to the 2006 IRC with the 2009 IRC.

**Section 2** provides for a severability clause.

**Section 3** provides for a repealer clause.

**Section 4** provides for an effective date of the ordinance so that it is in full force and effect on January 1, 2011, after its passage, approval and publication according to law,.

The full text of Ordinance No. 1077 is available at Hailey City Hall at 115 South Main Street, Suite H, Hailey, Idaho 83333 and will be provided to any citizen upon request during regular business hours. This summary replaces the summary of Ordinance No. 1077 published on December 15, 2010.

### CERTIFICATION OF CITY ATTORNEY

I, the undersigned Attorney at Law, as attorney for the City of Hailey, Idaho, hereby certify that I have read the foregoing summary of Ordinance No. 1077 of the City of Hailey, that I have compared it to the full text of Ordinance No. 1077, and that in my opinion, the above summary is true and complete and provides adequate notice to the public of the contents of said Ordinance.

Dated this \_\_\_\_ day of December, 2010.

\_\_\_\_\_  
Ned Williamson, Hailey City Attorney

Publish: Idaho Mountain Express, December 22, 2010