

TRANSMITTAL

DATE: December 11, 2009
PROJECT: Hailey Rodeo Grounds
TO: City of Hailey
ATTN: Mary Cone

WE TRANSMIT:

Herewith under separate cover via _____
in accordance with your request _____

FOR YOUR:

Approval information use
review and comment record

THE FOLLOWING:

Drawings specifications submittals
change order samples other

COPIES	DATE	DESCRIPTION
1	12.11.09	Hailey Rodeo Grounds – Contract for Architectural Services

REMARKS:

CC: Ned Williamson, City Attorney	By: Michael Bulls, AIA
--------------------------------------	---------------------------

RUSCITTO/LATHAM/BLANTON

ARCHITECTURA P.A.

p.o. box 419 sun valley, idaho 83353

voice 208.726.5608

fax 208.726.1033



AIA[®]

Document B101[™] – 2007

Standard Form of Agreement Between Owner and Architect

AGREEMENT made as of the _____ day of _____
in the year _____
(In words, indicate day, month and year.)

BETWEEN the Architect's client identified as the Owner:
(Name, legal status, address and other information)

City of Hailey
115 S. Main Street
Hailey, Idaho 83333

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

and the Architect:
(Name, legal status, address and other information)

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

for the following Project:
(Name, location and detailed description)

Hailey Rodeo Grounds
Hailey, Idaho

The Owner and Architect agree as follows.

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EXHIBIT A INITIAL INFORMATION

ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Article 1 and in optional Exhibit A, Initial Information:

(Complete Exhibit A, Initial Information, and incorporate it into the Agreement at Section 13.2, or state below Initial Information such as details of the Project's site and program, Owner's contractors and consultants, Architect's consultants, Owner's budget for the Cost of the Work, authorized representatives, anticipated procurement method, and other information relevant to the Project.)

The Hailey Rodeo Grounds Project is a recreational complex comprised of the following components:

- 1. New Rodeo Arena/Multi-Use Facility
- 2. Ice Rink Facility (Phase I and Phase II)
- 3. Skate Park Expansion.
- 4. Visitor Center.
- 5. Site Work.

See attached Exhibit A entitled "Proposal: Hailey Rodeo Grounds Complex" dated 11/06/09.

§ 1.2 The Owner's anticipated dates for commencement of construction and Substantial Completion of the Work are set forth below:

- .1 Commencement of construction date:

TBD

- .2 Substantial Completion date:

TBD

§ 1.3 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that such information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the schedule, the Architect's services and the Architect's compensation.

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ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide the professional services as set forth in this Agreement.

§ 2.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

§ 2.3 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project.

§ 2.4 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

§ 2.5 The Architect shall maintain the following insurance for the duration of this Agreement. If any of the requirements set forth below exceed the types and limits the Architect normally maintains, the Owner shall reimburse the Architect for any additional cost:

(Identify types and limits of insurance coverage, and other insurance requirements applicable to the Agreement, if any.)

1 General Liability
\$4,000,000 (general aggregate)
\$2,000,000 (each occurrence)
\$2,000,000 (personal injury)

2 Automobile Liability
\$1,000,000

3 Workers' Compensation
Bodily Injury by Accident \$100,000 Each Accident
Bodily Injury by Disease \$500,000 Policy Limit
Bodily Injury by Disease \$100,000 Each Employee

4 Professional Liability

If the Owner so elects to have the Architect carry a professional liability insurance policy for the project, the cost of the policy shall be reimbursed to the Architect.

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in Article 3 and include usual and customary structural, mechanical, and electrical engineering services. Services not set forth in Article 3 are Additional Services.

§ 3.1.1 The Architect shall manage the Architect's services, consult with the Owner, research applicable design criteria, attend Project meetings, communicate with members of the Project team and report progress to the Owner.

§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on the accuracy and completeness of services and information furnished by the Owner and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission or inconsistency in such services or information.

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§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. The schedule initially shall include anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary as the Project proceeds until the commencement of construction.

§ 3.1.4 The Architect shall not be responsible for an Owner's directive or substitution made without the Architect's approval.

§ 3.1.5 The Architect shall, at appropriate times, contact the governmental authorities required to approve the Construction Documents and the entities providing utility services to the Project. In designing the Project, the Architect shall respond to applicable design requirements imposed by such governmental authorities and by such entities providing utility services.

§ 3.1.6 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

§ 3.2 SCHEMATIC DESIGN PHASE SERVICES

§ 3.2.1 The Architect shall review the program and other information furnished by the Owner, and shall review laws, codes, and regulations applicable to the Architect's services.

§ 3.2.2 The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, and the proposed procurement or delivery method and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

§ 3.2.3 The Architect shall present its preliminary evaluation to the Owner and shall discuss with the Owner alternative approaches to design and construction of the Project, including the feasibility of incorporating environmentally responsible design approaches. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.

§ 3.2.4 Based on the Project's requirements agreed upon with the Owner, the Architect shall prepare and present for the Owner's approval a preliminary design illustrating the scale and relationship of the Project components.

§ 3.2.5 Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for the Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital modeling. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

§ 3.2.5.1 The Architect shall consider environmentally responsible design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain other environmentally responsible design services under Article 4.

§ 3.2.5.2 The Architect shall consider the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics in developing a design for the Project that is consistent with the Owner's program, schedule and budget for the Cost of the Work.

§ 3.2.6 The Architect shall submit to the Owner an estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.2.7 The Architect shall submit the Schematic Design Documents to the Owner, and request the Owner's approval.

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§ 3.3 DESIGN DEVELOPMENT PHASE SERVICES

§ 3.3.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Owner's approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and such other elements as may be appropriate. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish in general their quality levels.

§ 3.3.2 The Architect shall update the estimate of the Cost of the Work.

§ 3.3.3 The Architect shall submit the Design Development documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, and request the Owner's approval.

§ 3.4 CONSTRUCTION DOCUMENTS PHASE SERVICES

§ 3.4.1 Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that in order to construct the Work the Contractor will provide additional information including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

§ 3.4.2 The Architect shall incorporate into the Construction Documents the design requirements of governmental authorities having jurisdiction over the Project.

§ 3.4.3 During the development of the Construction Documents, the Architect shall assist the Owner in the development and preparation of (1) bidding and procurement information that describes the time, place and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The Architect shall also compile a project manual that includes the Conditions of the Contract for Construction and Specifications and may include bidding requirements and sample forms.

§ 3.4.4 The Architect shall update the estimate for the Cost of the Work.

§ 3.4.5 The Architect shall submit the Construction Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 6.5, and request the Owner's approval.

§ 3.5 BIDDING OR NEGOTIATION PHASE SERVICES

§ 3.5.1 GENERAL

The Architect shall assist the Owner in establishing a list of prospective contractors. Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner in (1) obtaining either competitive bids or negotiated proposals; (2) confirming responsiveness of bids or proposals; (3) determining the successful bid or proposal, if any; and, (4) awarding and preparing contracts for construction.

§ 3.5.2 COMPETITIVE BIDDING

§ 3.5.2.1 Bidding Documents shall consist of bidding requirements and proposed Contract Documents.

§ 3.5.2.2 The Architect shall assist the Owner in bidding the Project by

1. procuring the reproduction of Bidding Documents for distribution to prospective bidders;
2. distributing the Bidding Documents to prospective bidders, requesting their return upon completion of the bidding process, and maintaining a log of distribution and retrieval and of the amounts of deposits, if any, received from and returned to prospective bidders;
3. organizing and conducting a pre-bid conference for prospective bidders;
4. preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to all prospective bidders in the form of addenda; and

- 5 organizing and conducting the opening of the bids, and subsequently documenting and distributing the bidding results, as directed by the Owner.

§ 3.5.2.3 The Architect shall consider requests for substitutions, if the Bidding Documents permit substitutions, and shall prepare and distribute addenda identifying approved substitutions to all prospective bidders.

§ 3.5.3 NEGOTIATED PROPOSALS

§ 3.5.3.1 Proposal Documents shall consist of proposal requirements and proposed Contract Documents.

§ 3.5.3.2 The Architect shall assist the Owner in obtaining proposals by

- 1 procuring the reproduction of Proposal Documents for distribution to prospective contractors, and requesting their return upon completion of the negotiation process;
- 2 organizing and participating in selection interviews with prospective contractors; and
- 3 participating in negotiations with prospective contractors, and subsequently preparing a summary report of the negotiation results, as directed by the Owner.

§ 3.5.3.3 The Architect shall consider requests for substitutions, if the Proposal Documents permit substitutions, and shall prepare and distribute addenda identifying approved substitutions to all prospective contractors.

§ 3.6 CONSTRUCTION PHASE SERVICES

§ 3.6.1 GENERAL

§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A201™-2007, General Conditions of the Contract for Construction. If the Owner and Contractor modify AIA Document A201-2007, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement.

§ 3.6.1.2 The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

§ 3.6.1.3 Subject to Section 4.3, the Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

§ 3.6.2 EVALUATIONS OF THE WORK

§ 3.6.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.3.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and report to the Owner (1) known deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor, and (2) defects and deficiencies observed in the Work.

§ 3.6.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not such Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, material and equipment suppliers, their agents or employees or other persons or entities performing portions of the Work.

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§ 3.6.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 3.6.2.4 Interpretations and decisions of the Architect shall be consistent with the intent of and reasonably inferable from the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

§ 3.6.2.5 Unless the Owner and Contractor designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201-2007, the Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

§ 3.6.3 CERTIFICATES FOR PAYMENT TO CONTRACTOR

§ 3.6.3.1 The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated and that the quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject (1) to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) to results of subsequent tests and inspections, (3) to correction of minor deviations from the Contract Documents prior to completion, and (4) to specific qualifications expressed by the Architect.

§ 3.6.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and material suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 3.6.3.3 The Architect shall maintain a record of the Applications and Certificates for Payment.

§ 3.6.4 SUBMITTALS

§ 3.6.4.1 The Architect shall review the Contractor's submittal schedule and shall not unreasonably delay or withhold approval. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the Architect's professional judgment to permit adequate review.

§ 3.6.4.2 In accordance with the Architect-approved submittal schedule, the Architect shall review and approve or take other appropriate action upon the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Architect, of any construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 3.6.4.3 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review Shop Drawings and other submittals related to the Work designed or certified by the design professional retained by the Contractor that bear such professional's seal and signature when submitted to the Architect. The Architect shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications and approvals performed or provided by such design professionals.

§ 3.6.4.4 Subject to the provisions of Section 4.3, the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth in the Contract Documents the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to requests for information.

§ 3.6.4.5 The Architect shall maintain a record of submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents.

§ 3.6.5 CHANGES IN THE WORK

§ 3.6.5.1 The Architect may authorize minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to the provisions of Section 4.3, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

§ 3.6.5.2 The Architect shall maintain records relative to changes in the Work.

§ 3.6.6 PROJECT COMPLETION

§ 3.6.6.1 The Architect shall conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion; receive from the Contractor and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and assembled by the Contractor; and issue a final Certificate for Payment based upon a final inspection indicating the Work complies with the requirements of the Contract Documents.

§ 3.6.6.2 The Architect's inspections shall be conducted with the Owner to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected.

§ 3.6.6.3 When the Work is found to be substantially complete, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

§ 3.6.6.4 The Architect shall forward to the Owner the following information received from the Contractor: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Contractor under the Contract Documents.

§ 3.6.6.5 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance.

ARTICLE 4 ADDITIONAL SERVICES

§ 4.1 Additional Services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Additional Services only if specifically designated in the table below as the Architect's responsibility, and the Owner shall compensate the Architect as provided in Section 11.2. *(Designate the Additional Services the Architect shall provide in the second column of the table below. In the third column indicate whether the service description is located in Section 4.2 or in an attached exhibit. If in an exhibit, identify the exhibit.)*

Additional Services	Responsibility (Architect, Owner or Not Provided)	Location of Service Description (Section 4.2 below or in an exhibit attached to this document and identified below)
§ 4.1.1 Programming	Architect	
§ 4.1.2 Multiple preliminary designs	Not Provided	
§ 4.1.3 Measured drawings	Not Provided	
§ 4.1.4 Existing facilities surveys	Owner	
§ 4.1.5 Site Evaluation and Planning (B203™-2007)	Not Provided	
§ 4.1.6 Building information modeling	Not Provided	
§ 4.1.7 Civil engineering	Owner	
§ 4.1.8 Landscape design	Architect	
§ 4.1.9 Architectural Interior Design (B252™-2007)	Not Provided	
§ 4.1.10 Value Analysis (B204™-2007)	Not Provided	
§ 4.1.11 Detailed cost estimating	Not Provided	
§ 4.1.12 On-site project representation	Not Provided	
§ 4.1.13 Conformed construction documents	Architect	
§ 4.1.14 As-designed Record Drawings	Architect	
§ 4.1.15 As-constructed Record Drawings	Not Provided	
§ 4.1.16 Post-occupancy evaluation	Not Provided	
§ 4.1.17 Facility Support Services (B210™-2007)	Not Provided	
§ 4.1.18 Tenant-related services	Not Provided	
§ 4.1.19 Coordination of Owner's consultants	Architect	
§ 4.1.20 Telecommunications/data design	Not Provided	
§ 4.1.21 Security Evaluation and Planning (B206™-2007)	Not Provided	
§ 4.1.22 Commissioning (B211™-2007)	Not Provided	
§ 4.1.23 Extensive environmentally responsible design	Not Provided	
§ 4.1.24 LEED® Certification (B214™-2007)	Not Provided	
§ 4.1.25 Fast-track design services	Not Provided	
§ 4.1.26 Historic Preservation (B205™-2007)	Not Provided	
§ 4.1.27 Furniture, Furnishings, and Equipment Design (B253™-2007)	Not Provided	

§ 4.2 Insert a description of each Additional Service designated in Section 4.1 as the Architect's responsibility, if not further described in an exhibit attached to this document.

4.1.1 Programming - see attached Exhibit A entitled "Proposal: Hailey Rodeo Grounds Complex"

4.1.8 Landscape desing services include grading/drainage, landscape plantings and irrigation plans.

4.1.13 Conformed construction documents shall include any addenda issued during the bidding or negtiation process.

4.1.14 As-designed Record Drawings shall include the original Construction Documents plus addenda, Architect's Supplemental Instructions, Change Orders, Construction Directives, and minor changes in work.

4.1.19 Coordination of Owner's consultants.

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§ 4.3 Additional Services may be provided after execution of this Agreement, without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.3 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule.

§ 4.3.1 Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following services until the Architect receives the Owner's written authorization:

1. Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including, but not limited to, size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method;
2. Services necessitated by the Owner's request for extensive environmentally responsible design alternatives, such as unique system designs, in-depth material research, energy modeling, or LEED® certification;
3. Changing or editing previously prepared Instruments of Service necessitated by the enactment or revision of codes, laws or regulations or official interpretations;
4. Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;
5. ~~Preparing digital data for transmission to the Owner's consultants and contractors, or to other Owner-authorized recipients;~~
6. Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner;
7. Preparation for, and attendance at, a public presentation, meeting or hearing;
8. Preparation for, and attendance at a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
9. ~~Evaluation of the qualifications of bidders or persons providing proposals;~~
10. Consultation concerning replacement of Work resulting from fire or other cause during construction; or
11. Assistance to the Initial Decision Maker, if other than the Architect.

§ 4.3.2 To avoid delay in the Construction Phase, the Architect shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If the Owner subsequently determines that all or parts of those services are not required, the Owner shall give prompt written notice to the Architect, and the Owner shall have no further obligation to compensate the Architect for those services:

1. ~~Reviewing a Contractor's submittal out of sequence from the submittal schedule agreed to by the Architect;~~
2. ~~Responding to the Contractor's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation;~~
3. ~~Preparing Change Orders and Construction Change Directives that require evaluation of Contractor's proposals and supporting data, or the preparation or revision of Instruments of Service;~~
4. ~~Evaluating an extensive number of Claims as the Initial Decision Maker;~~
5. ~~Evaluating substitutions proposed by the Owner or Contractor and making subsequent revisions to Instruments of Service resulting therefrom; or~~
6. To the extent the Architect's Basic Services are affected, providing Construction Phase Services 60 days after (1) the date of Substantial Completion of the Work or (2) the anticipated date of Substantial Completion identified in Initial Information, whichever is earlier.

§ 4.3.3 The Architect shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner:

1. (2) reviews of each Shop Drawing, Product Data item, sample and similar submittal of the Contractor
2. Unlimited () visits to the site by the Architect over the duration of the Project during construction
3. Unlimited () inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
4. (4) inspections for any portion of the Work to determine final completion

§ 4.3.4 If the services covered by this Agreement have not been completed within twenty four (24) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

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ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program which shall set forth the Owner's objectives, schedule, constraints and criteria, including space requirements and relationships, flexibility, expandability, special equipment, systems and site requirements. Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of or enforce lien rights.

§ 5.2 The Owner shall establish and periodically update the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 5.3 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

§ 5.4 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage, rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 5.5 The Owner shall furnish services of geotechnical engineers, which may include but are not limited to test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 5.6 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants maintain professional liability insurance as appropriate to the services provided.

§ 5.7 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 5.8 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 5.9 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

§ 5.10 Except as otherwise provided in this Agreement, or when direct communications have been specially authorized, the Owner shall endeavor to communicate with the Contractor and the Architect's consultants through the Architect about matters arising out of or relating to the Contract Documents. The Owner shall promptly notify the Architect of any direct communications that may affect the Architect's services.

§ 5.11 Before executing the Contract for Construction, the Owner shall coordinate the Architect's duties and responsibilities set forth in the Contract for Construction with the Architect's services set forth in this Agreement. The Owner shall provide the Architect a copy of the executed agreement between the Owner and Contractor, including the General Conditions of the Contract for Construction.

§ 5.12 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect access to the Work wherever it is in preparation or progress.

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ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work does not include the compensation of the Architect, the costs of the land, rights-of-way, financing, contingencies for changes in the Work or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and may be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work or from any estimate of the Cost of the Work or evaluation prepared or agreed to by the Architect.

§ 6.3 In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding and price escalation; to determine what materials, equipment, component systems and types of construction are to be included in the Contract Documents; to make reasonable adjustments in the program and scope of the Project; and to include in the Contract Documents alternate bids as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget for the Cost of the Work. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If the Owner requests detailed cost estimating services, the Architect shall provide such services as an Additional Service under Article 4.

§ 6.4 If the Bidding or Negotiation Phase has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, through no fault of the Architect, the Owner's budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable construction market.

§ 6.5 If at any time the Architect's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

§ 6.6 If the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall

1. give written approval of an increase in the budget for the Cost of the Work;
2. authorize rebidding or renegotiating of the Project within a reasonable time;
3. terminate in accordance with Section 9.5;
4. in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or
5. implement any other mutually acceptable alternative.

§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect, without additional compensation, shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. The Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project. If the Owner and Architect intend to transmit Instruments of Service or any other information or documentation in digital form, they shall endeavor to establish necessary protocols governing such transmissions.

§ 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

§ 7.3 Upon execution of this Agreement, the Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations, including prompt payment of all sums when due, under this Agreement. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service solely and exclusively for use in performing services or construction for the Project. ~~If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.~~

§ 7.3.1 In the event the Owner uses the Instruments of Service without ~~retaining~~ the author of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 GENERAL

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action, whether in contract, tort, or otherwise, against the other arising out of or related to this Agreement in accordance with the requirements of the method of binding dispute resolution selected in this Agreement within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201-2007, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents and employees of any of them similar waivers in favor of the other parties enumerated herein.

§ 8.1.3 The Architect and Owner waive consequential damages for claims, disputes or other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.7.

§ 8.2 MEDIATION

§ 8.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

~~§ 8.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement. A request for mediation shall be made in writing, delivered to the other party to the Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.~~

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§ 8.2.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 8.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:

(Check the appropriate box. If the Owner and Architect do not select a method of binding dispute resolution below, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.)

- Arbitration pursuant to Section 8.3 of this Agreement
- Litigation in a court of competent jurisdiction
- Other: *(Specify)*

§ 8.3 ARBITRATION

§ 8.3.1 If the parties have selected arbitration as the method for binding dispute resolution in this Agreement, any claim, dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by, mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of this Agreement. A demand for arbitration shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the arbitration.

§ 8.3.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the claim, dispute or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute or other matter in question.

§ 8.3.2 The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.3 The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.4 CONSOLIDATION OR JOINDER

§ 8.3.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 8.3.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

§ 8.3.4.3 The Owner and Architect grant to any person or entity made a party to an arbitration conducted under this Section 8.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Architect under this Agreement.

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ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Architect shall be paid all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

§ 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

§ 9.6 In the event of termination not the fault of the Architect, the Architect shall be compensated for services performed prior to termination, together with Reimbursable Expenses then due and all Termination Expenses as defined in Section 9.7.

§ 9.7 Termination Expenses are in addition to compensation for the Architect's services and include expenses directly attributable to termination for which the Architect is not otherwise compensated, plus an amount for the Architect's anticipated profit on the value of the services not performed by the Architect.

§ 9.8 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 11.9.

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located, except that if the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201-2007, General Conditions of the Contract for Construction.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement.

§ 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services or responsibilities beyond the scope of this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Owner or Architect.

§ 10.6 Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project.

§ 10.8 If the Architect or Owner receives information specifically designated by the other party as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except to (1) its employees, (2) those who need to know the content of such information in order to perform services or construction solely and exclusively for the Project, or (3) its consultants and contractors whose contracts include similar restrictions on the use of confidential information.

ARTICLE 11 COMPENSATION

§ 11.1 For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as follows:

(Insert amount of, or basis for, compensation.)

A professional fee plus expenses.

Compensation shall be a fixed fee of Three Hundred Seventy-Five Thousand Dollars (\$375,000).

§ 11.2 For Additional Services designated in Section 4.1, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

"Standard Hourly Rates"

Principal, Architect:	\$150/hour	Interior Designer:	\$ 75/hour
Principal, Engineer:	\$130/hour	Office Assistant:	\$ 50/hour
Project Architect:	\$ 85/hour		
Engineer:	\$ 85/hour		
Engineering in Training:	\$ 75/hour		
Intern Architect/Draftsperson:	\$ 60/hour		

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.3, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation.)

See Section 11:2 for "Standard Hourly Rates".

§ 11.4 Compensation for Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus zero percent (0 %), or as otherwise stated below:

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§ 11.5 Where compensation for Basic Services is based on a stipulated sum or percentage of the Cost of the Work, the compensation for each phase of services shall be as follows:

Schematic Design Phase:	.20 x \$375,000 = \$ 75,000	percent (20 %)
Design Development Phase:	.10 x \$375,000 = \$ 37,500	percent (10 %)
Construction Documents Phase:	.55 x \$375,000 = \$206,250	percent (55 %)
Bidding or Negotiation Phase:	.05 x \$375,000 = \$ 18,750	percent (5 %)
Construction Phase:	.10 x \$375,000 = \$375,000	percent (10 %)
Total Basic Compensation:	\$375,000	

Total Basic Compensation: one hundred percent (100.00%)

§ 11.6 When compensation is based on a percentage of the Cost of the Work and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions, in accordance with the schedule set forth in Section 11.5 based on (1) the lowest bona fide bid or negotiated proposal, or (2) if no such bid or proposal is received, the most recent estimate of the Cost of the Work for such portions of the Project. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

§ 11.7 The hourly billing rates for services of the Architect and the Architect's consultants, if any, are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices. (If applicable, attach an exhibit of hourly billing rates or insert them below.)

See Section 11.2 for "Standard Hourly Rates".

Employee or Category	Rate
----------------------	------

§ 11.8 COMPENSATION FOR REIMBURSABLE EXPENSES

§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

1. Transportation and authorized out-of-town travel and subsistence;
2. Long distance services, dedicated data and communication services, teleconferences, Project Web sites, and extranets;
3. Fees paid for securing approval of authorities having jurisdiction over the Project;
4. Printing, reproductions, plots, standard form documents;
5. Postage, handling and delivery;
6. Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
7. Renderings, models, mock-ups, professional photography, and presentation materials requested by the Owner;
8. Architect's Consultant's expense of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits if the Owner requests such insurance in excess of that normally carried by the Architect's consultants;
9. All taxes levied on professional services and on reimbursable expenses;
10. Site office expenses; and
11. Other similar Project-related expenditures.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus zero percent (0 %) of the expenses incurred.

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§ 11.9 COMPENSATION FOR USE OF ARCHITECT'S INSTRUMENTS OF SERVICE

If the Owner terminates the Architect for its convenience under Section 9.5, or the Architect terminates this Agreement under Section 9.3, the Owner shall pay a licensing fee as compensation for the Owner's continued use of the Architect's Instruments of Service solely for purposes of completing, using and maintaining the Project as follows:

§ 11.10 PAYMENTS TO THE ARCHITECT

§ 11.10.1 An initial payment of _____

Dollars

(**\$ 0.00**) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

§ 11.10.2 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid

Forty Five (**45**) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect. *(Insert rate of monthly or annual interest agreed upon.)*

1 1/2% per month (18% per annum)

§ 11.10.3 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 11.10.4 Records of Reimbursable Expenses, expenses pertaining to Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:

~~In ARTICLE 4 ADDITIONAL SERVICES - SECTION 4.3.1 - Strike line items .5 and .9~~

~~In ARTICLE 7 COPYRIGHTS AND LICENSES - SECTION 7.3 - Strike last sentence~~

~~In ARTICLE 7 COPYRIGHTS AND LICENSES - SECTION 7.3.1 - In first sentence, change "retaining" to "consent of".~~

~~In ARTICLE 9 TERMINATION OR SUSPENSION - SECTION 9.8 - Strike "and Section 11.9."~~

~~In ARTICLE 11 COMPENSATION FOR USE OF ARCHITECT'S INSTRUMENTS OF SERVICE - SECTION 11.9 - Strike entire Section 11.9~~

~~In ARTICLE 8 CLAIMS AND DISPUTES - SECTION 8.2.2 - Replace w/Exhibit B entitled "Revised Sec. 8.2.2"~~

ARTICLE 13 SCOPE OF THE AGREEMENT

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Architect.

§ 13.2 This Agreement is comprised of the following documents listed below:

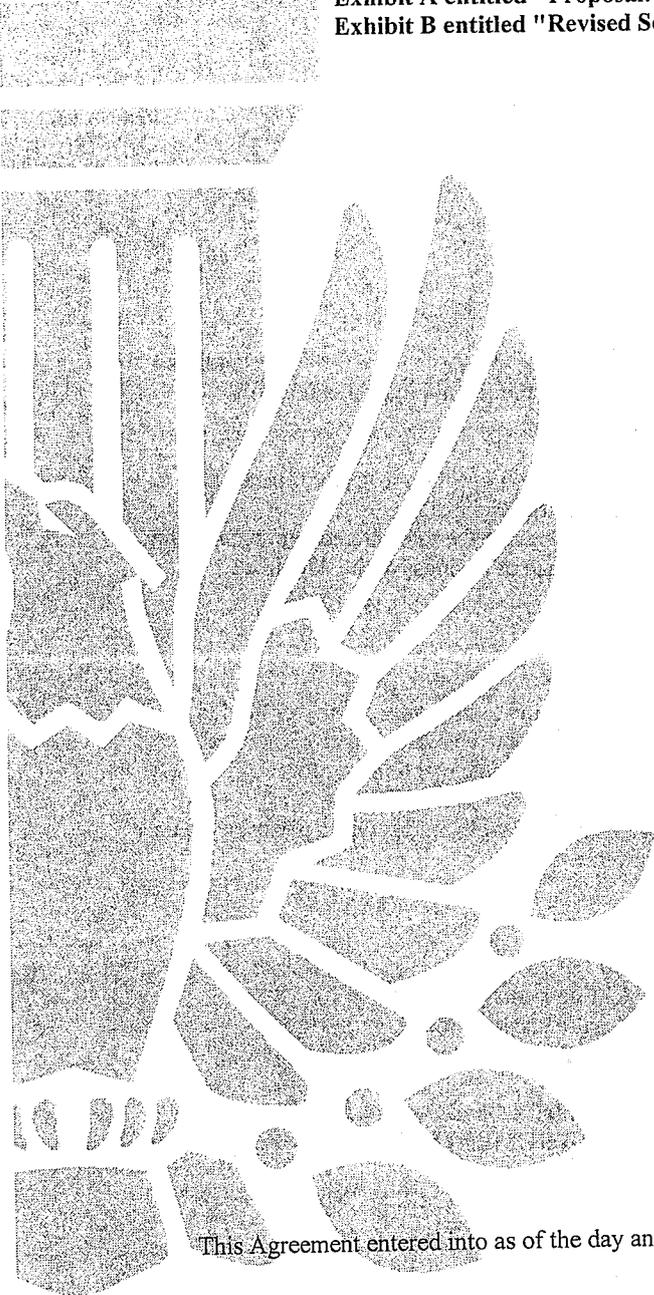
- .1 AIA Document B101™-2007, Standard Form Agreement Between Owner and Architect
- .2 AIA Document E201™-2007, Digital Data Protocol Exhibit, if completed, or the following:

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- 3 Other documents:
(List other documents, if any, including Exhibit A, Initial Information, and additional scopes of service, if any, forming part of the Agreement.)

Exhibit A entitled "Proposal: Hailey Rodeo Grounds Complex"
Exhibit B entitled "Revised Section 8.2.2"



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

OWNER (Signature)

(Printed name and title)

Nicholas J. Latham
ARCHITECT (Signature) 12/11/09

Nicholas J. Latham, Principal
(Printed name and title)

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EXHIBIT A

11/06/09

PROPOSAL HAILEY RODEO GROUNDS COMPLEX

Ruscitto/Latham/Blanton Architectura P.A. proposes to provide Architectural and Engineering Services for the Hailey Rodeo Arena, Hailey Ice Skating Facility, Hailey Skate Park Addition, and a Visitor's Center, including site design and landscape design as defined herein.

Property: Consists of the existing Hailey Rodeo Grounds Complex site located north of Main Street and bound to the west by Blaine Manor, to the north by Nelson Ball Fields and to the east by the Snow Bunny Drive-In and the alley in Hailey, Idaho.

Program

Rodeo Arena

Demolition of existing structure (recycle if possible)
3,000 – 4,000 seat rodeo arena and multi-use facility
250 foot x 125 foot arena with fencing and gates
Bleachers and associated circulation ways including ramps and stairs
Ticket sales space(s)
Animal pens, stock chutes, corrals, etc.
Restrooms to service rodeo and other events
Family restroom(s) (as required by code)
Storage areas
Concession space(s)
Lighting for rodeo event
Audio system for rodeo event
Announcer booth/press box
Electrical room
Dumpster enclosure
Associated site design and landscaping

Ice Skating Facility

Phase I

Open ice sheet 85 feet x 200 feet
Concrete floor below ice sheet with refrigeration and frost prevention system
Ice refrigeration (design build)
Hockey boards
Bleachers: 50 – 100 seats
Zamboni storage and ice depository
Associated foundations and utilities for future structure
Storage spaces
Night lighting/scoreboard
Refrigeration controls and room (to be determined)

Phase II (Ice Skating Facility)

Covered ice sheet structure, roof, walls, concrete perimeter floors, insulation
Interior finishes, doors, windows, ice skate compatible flooring, etc.
400 – 500 bleachers
4 locker rooms
1 ADA locker room
Concession space
Ticket sales
Ice skate rental area
Restrooms (restrooms may also service skate park)
Unisex family restroom
Office space
Storage space(s)
Electrical room
Mechanical room (refrigeration, HVAC, and dehumidification)
Janitorial room
Electrical, lighting, mechanical, and fire sprinkler systems
Dumpster enclosure
Associated site design and landscaping

Skate Park Facility

Addition to existing Skate Area/Park
Site design and detail by bidder design
Landscape and associated site design
Public restroom building (men's and women's ADA/ABAG)

Visitor Center

Museum/Gallery Space
Meeting Room
Office (verify)
ADA restroom(s)
Storage area
Janitor closet

Site Design

Parking – multifunctional for rodeo and other uses
Site drainage (surface and subsurface)
Site landscaping
Exterior lighting

Architectural Services by Phases

Ruscitto/Latham/Blanton Architectura P.A. will be the prime design professional and will coordinate and direct any consultants on behalf of the Owner and provide the following Architectural Services:

Schematic Design Phase

The Architect shall review the program created by the Parks and Lands Board planning process, the Sawtooth Rangers, Hailey Ice, the Hailey Skate Group, the City of Hailey and the Scope of Work provided by Ruscitto/Latham/Blanton and reviewed by the City of Hailey staff on October 29, 2009. From this scope of work the Architect shall provide schematic designs for the various project components (i.e. Rodeo Arena, Ice Facility, Visitor's Center, Skate Park Addition, and Site Design). These drawings will be used to assist in determining construction cost and will be the basis of preliminary approvals. Note that certain portions of the work, such as the Skate Park addition, will be design build.

Design Development Phase

The Architect shall take the schematic design and the different project components and further develop the designs in more detail and update the Statement of Probable Cost. These drawings shall also be used for City of Hailey design review approval and to seek out bidder design proposals.

Construction Documents

The Architect and associated Consultants shall prepare construction documents including specifications, from which to bid and/or negotiate construction contracts of the various project components. The construction documents shall be used to acquire a building permit and to construct the various project components. Structural engineering, mechanical engineering, electrical engineering and landscape design are included for all components less the bidder design components listed herein.

Bidding Negotiation Phase

The Architect and appropriate consultants shall provide assistance to the Owner during bidding and bidder design portions of the work to assist in the bidding process, answer questions, provide clarifications, provide addendums, provide pre-bid conferences, pre-construction conferences, assist in Owner/Contractor contracts.

Construction Observation

The Architect and appropriate consultants shall provide construction observation services, weekly project meetings, project punch list services and project close out services necessary to complete the various component projects.

Owner Responsibilities

Surveying

Geotech Engineering – Geotech report

Environmental Assessment

Construction Testing – soils, concrete, steel, other special inspections required by the I.B.C. (International Building Code)

Anticipated Construction Type and Methods

Rodeo Arena

Bleacher shall be premanufactured metal bleachers designed for live load, dead load and snow loads. Where required, the bleachers and associated structure shall be designed to accommodate restrooms, concessions, ticket, and storage spaces below the seating areas. A concrete, below grade foundation system shall support the bleacher system. Restrooms shall be constructed of standard durable construction materials, i.e. steel, concrete masonry units, as appropriate for the building type and International Building Code requirements. The restrooms and ancillary spaces will require mechanical engineering. Circulation ways shall be from concrete, steel or associated bleacher system. All public spaces shall be designed to meet current ADA/ANSI/ABAG codes. All seating areas and egress ways shall be provided with emergency lighting systems. The Rodeo Arena and adjacent public areas will be designed for night rodeo events with area lighting and a rodeo audio system. All electrical and lighting design shall be designed by an electrical engineer. Electrical “house” distribution for other facility events shall be designed as budget allows.

Fencing and stock pens will be constructed as a bidder design with a performance specification provided by the Architect.

All construction components of the Rodeo Arena will be “maintenance free” where possible and shall be designed to incorporate “Green” and sustainable materials, assemblies and systems where possible. Whenever possible, local consultants and contractors shall be utilized.

Demolition of the existing structure will be required. Reuse and or recycling of the structure will be incorporated in this portion of the project.

Ice Skating Facility

Phase I of the construction shall consist of an outdoor ice sheet constructed over a refrigerated concrete slab with under-slab frost prevention system. The refrigeration system shall be a bidder/design system, most likely, ammonia based. Hockey boards will be incorporated into the design as will a Zamboni equipment room with heated ice depository. Minimal securable storage will be required in Phase I. 50-100 bleachers will be purchased for spectator viewing. Associated night lighting and scoreboard with power distribution will be required in Phase I. Construction of any foundations, plumbing or power distribution for the future Phase II portion of the project will be required in Phase I. "Green" building practices and sustainable materials will be incorporated in the construction.

Phase II of the Ice Skating Facility will be the construction of a structure to enclose the Phase I ice sheet. The enclosure will most likely be constructed of steel and concrete. A decision for full or partial enclosure has not been made at this time, but the Architect feels a completely enclosed facility will minimize many negative weather related and security issues.

Additional bleachers totaling 400-500 will be constructed with locker rooms, restrooms, storage, ticket sales area, ice skate rental area, concession area, office space, electrical and mechanical areas. All areas shall be designed to meet ADA/ANSI/ABAG accessibility standards and shall be constructed of standard durable construction materials, (i.e. steel, concrete masonry units), as appropriate for the building type and International Building Code requirements. The Phase II structure shall be built around the Phase I Zamboni equipment room and refrigeration equipment, which will create design challenges. The site associated with the ice rink will allow for multi-use patron parking. "Green" building practices and sustainable materials will be incorporated in the construction of Phase II. Electrical and Mechanical Engineers will be required for the design of the Ice Skating Facility. Particular attention shall be paid to the sound attenuation of the refrigeration system components to neighboring properties.

Skate Park Facility

The new addition to the Existing Skate Park Facility will be a bidder/design portion of the work. The intent of the Skate Plaza is to design a "park within a park". The proposed materials and methods of construction shall be similar to the current park with concrete and steel components. All areas shall be designed to meet ADA/ANSI/ABAG accessibility standards and shall be constructed of standard durable construction materials, (i.e. steel, concrete masonry units), as appropriate for the building type and International Building Code requirements. The park will also include landscape features, and typical park amenities (i.e. benches, tables, etc.)

Visitor's Center

A new Visitor's Center attached to the Rodeo Arena will be constructed using standard construction techniques and materials. A mechanical HVAC system and museum type lighting will be incorporated into the project necessitating both Electrical and Mechanical Engineers. A portion of the existing Rodeo Arena may be incorporated into the design and construction of the public space. All areas shall be designed to meet ADA/ANSI/ABAG accessibility standards and shall be constructed of standard durable construction materials, (i.e. steel, concrete masonry units), as appropriate for the building type and International Building Code requirements. Site design and landscaping will be incorporated in this work.

Site Design Including Landscape Design

An underground site drainage and collection system will be incorporated in the site design. Oil collection and separation shall be part of the design. Landscape design will focus on providing low maintenance and low water usage with good hardy plant material selections. A Landscape Architect and Civil Engineer will be utilized for this portion of the project. Curb cuts, ramps, etc. shall be incorporated in the hardscape concrete portions of the work to meet current ADA/ANSI/ABAG accessibility standards.

Architectural Fees

Ruscitto/Latham/Blanton Architectura P.A. proposes a fixed architectural fee. The fee is a lump sum stipulated amount that does not change unless there are revisions to the project scope. The fee includes all design services (less those portions of the project outlined as bidder/designed), all construction documents, specifications and construction observation as outlined herein.

The fee also includes all normal structural engineering, mechanical engineering, electrical engineering, and landscape design. Surveying, civil engineering, utility engineering, geotechnical engineering, special and materials testing are not included in the fee and shall be the Owner's responsibility or reimbursable expense to the Architect.

The architectural fee is based on a preliminary anticipated project construction cost of \$5 to \$6 million which will be projected at an upcoming date.

The architectural fee is billed monthly based upon percentage of Architectural/Engineering work completed plus reimbursable expenses.

If the scope of work is modified, additional services will be negotiated between the Owner and Architect and billed at standard hourly rates or at predetermined amount.

Reimbursable expenses to the Architect such as geotechnical engineering, special engineering, surveying, civil engineering, special inspections/materials testing, acoustical engineering, out-of-house code reviews by independent review firm, permitting fees, reproductions, express mail, long distance communication, out of town travel expense, etc.

Ruscitto/Latham/Blanton Architectura P.A. proposes a fee of \$375,000.00 (Three Hundred Seventy-Five Thousand Dollars) based on the work described herein.

Architectural Fee Breakdown

Schematic Design Phase	20%	\$ 75,000.00
Design Development Phase	10%	\$ 37,500.00
Construction Document Phase	55%	\$206,250.00
Bidding and Negotiation Phase	5%	\$ 18,750.00
Construction Phase	10%	\$ 37,500.00
Total	100%	\$375,000.00

EXHIBIT B – Revised Section 8.2.2

§8.2.2. The Owner and Architect agree to and shall mediate any controversy, dispute, or claim of whatever nature arising out of, in connection with, or in relation to the interpretation, performance or breach of this Agreement. The mediation shall be held prior to any court action. The mediation shall be confidential. In the event the parties are not able to agree on a mediator within thirty days, each party shall submit not more than two mediator's names to a neutral third party who shall designate a mediator for the dispute. If an agreement resolving any dispute is not reached within 60 days after a request for mediation is served, either party may proceed with litigation to resolve the dispute.

AGENDA ITEM SUMMARY

DATE: 12/18/09 DEPARTMENT: Finance & Records DEPT. HEAD SIGNATURE: _____

SUBJECT:

Big Water LLC Taxi Business License Approval dba Sun Valley Chauffeur / A-Cab

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

BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:

HPD has approved the application.

FISCAL IMPACT / PROJECT FINANCIAL ANALYSIS

Caselle # _____
Budget Line Item # _____ YTD Line Item Balance \$ _____
Estimated Hours Spent to Date: _____ Estimated Completion Date: _____
Staff Contact: _____ Phone # _____

ACKNOWLEDGEMENT BY OTHER AFFECTED CITY DEPARTMENTS: (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 application.

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 <input checked="" type="checkbox"/>
APPROVED <input checked="" type="checkbox"/>	DENIED _____
POLICE CHECK <i>AD</i>	_____

EXPIRES ANNUALLY ON DECEMBER 31ST

Business Name: Bigwater LLC DBA SUN VALLEY CHAUFFEUR / A-CAB

Owner Driver's License Number ID FA129702H Owner Date of Birth 02-20-1965

Number of Vehicles Operated by Business 5

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: _____

Fare Sheet - ~~McIntosh~~

Airport Fares

	Halley	South Mid Valley	North Mid Valley	Ketchum Elkhorn Sun Valley Warm Springs Lane Ranch Weywakin	Adams Gulch Lake Creek	Choc Gulch Eagle Creek Fox Creek North Fork	BELLEVUE
1 Pax	\$13	\$22	\$25	\$25	\$27	\$30	\$16.00
2 Pax	\$18	\$33	\$40	\$40	\$41	\$45	\$28.00
3 Pax	\$23	\$44	\$52	\$52	\$53	\$60	\$35.00
4 Pax	\$28	\$55	\$64	\$64	\$66	\$75	\$45.00
5 Pax	\$33	\$66	\$78	\$78	\$83	\$90	\$55.00
6 Pax	\$38	\$77	\$88	\$88	\$97	\$105	\$65.00
7 Pax	\$42	\$86	\$100	\$100	\$111	\$120	\$75.00
8 Pax	\$46	\$96	\$112	\$112	\$125	\$135	\$85.00
9 Pax	\$53	\$110	\$124	\$124	\$139	\$150	\$95.00
10 Pax	\$56	\$121	\$138	\$138	\$153	\$165	\$105.00
11 Pax	\$59	\$132	\$148	\$148	\$167	\$180	\$115.00
12 Pax	\$68	\$143	\$160	\$160	\$181	\$195	\$125.00
13 Pax	\$75	\$154	\$172	\$172	\$195	\$210	\$135.00

Halley Fares

	Halley	BelleVue	S Mid Valley	N Mid Valley	Ketchum, Elkhorn, Sun Valley Warm Springs, Lane Ranch, Weywakin
1 Pax	\$10	\$16	\$16	\$25	\$25
2 Pax	\$13	\$16	\$20	\$36	\$35
3 Pax	\$16	\$20	\$25	\$45	\$45
4 Pax	\$19	\$25	\$30	\$55	\$55
5 Pax	\$22	\$30	\$35	\$65	\$65
6 Pax	\$25	\$35	\$40	\$75	\$75
7 Pax	\$28 MAX	\$35 MAX	\$45 MAX	\$85 MAX	\$85 MAX

Ketchum Fares

	Ketchum Sun Valley Warm Springs	Halley	BelleVue	S Mid Valley	N Mid Valley	Elkhorn Adams Gulch Lake Creek Lane Ranch Weywakin	Choc. Gulch Eagle Creek North Fork
1 Pax	\$10	\$25	\$30	\$22	\$20	\$10	\$18
2 Pax	\$13	\$35	\$37	\$28	\$25	\$14	\$22
3 Pax	\$16	\$45	\$42	\$36	\$30	\$18	\$28
4 Pax	\$19	\$55	\$48	\$43	\$35	\$22	\$38
5 Pax	\$22	\$65	\$56	\$50	\$40	\$26	\$43
6 Pax	\$25	\$75	\$63	\$57	\$45	\$30	\$50
7 Pax	\$28 MAX	\$85 MAX	\$70 MAX	\$64 MAX	\$50 MAX	\$30 MAX	\$50 MAX

Out of Zone Rates

Effective Dec. 15, 2006

	Fare	Tip 20%	Sur. 10%	Total	DW#
Hourly	\$70.00	\$14.00	\$7.00	\$91.00	Showcase gets this "Hourly" price
Affiliate Hourly	\$80.00	\$16.00	\$8.00	\$104.00	Affiliate = CLS, Savoya, Limolink, etc
"Locals" Hourly	\$55.00	\$11.00	\$5.50	\$71.50	
Twin Falls	\$220.00	\$44.00	\$22.00	\$286.00	
Boise	\$330.00	\$66.00	\$33.00	\$429.00	
Salt Lake City	\$780.00	\$156.00	\$78.00	\$1,014.00	
Galena Lodge	\$60.00	\$12.00	\$6.00	\$78.00	Can use taxi - does not have to be Sub
Galena Summit	\$80.00	\$16.00	\$8.00	\$104.00	
Smiley Creek	\$100.00	\$20.00	\$10.00	\$130.00	
Stanley	\$120.00	\$24.00	\$12.00	\$156.00	
Challis	\$300.00	\$60.00	\$30.00	\$390.00	
Salmon	\$440.00	\$88.00	\$44.00	\$572.00	
Carey	\$75.00	\$15.00	\$7.50	\$97.50	Can use taxi - does not have to be Sub
Fairfield	\$80.00	\$16.00	\$8.00	\$104.00	Can use taxi - does not have to be Sub
Gooding	\$140.00	\$28.00	\$14.00	\$182.00	Can use taxi - does not have to be Sub
Shoshone	\$95.00	\$19.00	\$9.50	\$123.50	Can use taxi - does not have to be Sub
Pocatello	\$420.00	\$84.00	\$42.00	\$546.00	
Idaho Falls	\$325.00	\$65.00	\$32.50	\$422.50	

SNRA Headqtrs 390 78.00 39.00 567.00
 Is in the North Fork zone - charge according to that zone

DRIVERS

JESSICA TACKETT

JOHN FORSYTH

CLAY RAWLINGS

ANGIE KOLLMER

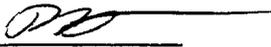
JEFF KOLLMER

PAUL SHAIN

THOMAS KAY

ROB BREWER

AGENDA ITEM SUMMARY

DATE: 12/28/09 DEPARTMENT: PW - Water DEPT. HEAD SIGNATURE: 

SUBJECT: Motion to authorize the Mayor to sign the DEQ Letter of Intent for obtaining a Grant for an updated Water System Master Plan

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

BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:

The Water Department's Master Plan was begun in 2000 and completed in 2002. That Master Plan addressed the need for water metering, additional storage capacity and improvements to the distribution system. As those items have been completed it is time to reevaluate the system in areas such as pressure problems and supply capacity. The grant would provide a 50% match to the cost of the study.

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

**Department of Environmental Quality
Drinking Water PLANNING GRANT or
Drinking Water LOAN LETTER OF INTEREST**

FORM A

STEP 1. Decide if your community is interested in pursuing a DEQ Drinking Water PLANNING GRANT or a DEQ Drinking Water LOAN by answering the following questions. It is strongly recommended that you work closely with your engineering consultant to complete this form.

1. Do you need to make improvements or upgrade your public drinking water system? YES NO
- Proceed to QUESTION #2 if you answered YES and are interested in being rated and placed on the new fiscal year's planning grant or loan priority list for FY 2010. .
 - If you answered NO, you will not be placed on the new fiscal year's priority list. DEQ will notify you next year when the grant and loan process begins. If you answered NO, please do not complete or submit this form to DEQ.
2. Has your community completed a drinking water facility plan or engineering report (with a final environmental determination) in the last five (5) years or is one in progress now?
YES (we are interested in a construction loan)
NO (we are interested in a planning grant)
- If you answered YES, are you ready to design and construct your project? If so, and you want your project rated and placed on the drinking water loan priority list, please proceed to STEP 2 and complete Sections 1, 2, 3 and 4B.
 - If you answered NO, you need to do some planning work. If you are interested in receiving a drinking water planning grant, please proceed to STEP 2 and complete Sections 1, 2, 3 and 4A.

STEP 2 PROJECT INFORMATION – Please provide complete and accurate answers to receive the highest possible rating for your drinking water system.

SECTION 1: SYSTEM IDENTIFICATION

System PWS No. ID5070022

System Name City of Hailey Water System
System Address 115 Main St S City Hailey State ID Zip 83333
Population Served 8,400 System Ownership (Check one): For Profit Not for Profit
Owner's Name City of Hailey Owner's Phone # 208-788-4221
Contact Person/Title (If different from owner) Tom Hellen, Public Works Director/City Engineer
Address 115 Main St S City Hailey State ID Zip 83333
Phone No. 208-788-9830 x14 FAX No. 208-788-2924 Email Address tom.hellen@haileycityhall.org

SECTION 2: DRINKING WATER SYSTEM PROBLEMS

Is your drinking water system experiencing any of the following problems? If so, check YES to ALL that apply. Then, describe the problem(s) and provide documentation to support any statement for which the answer was YES on a separate sheet of paper.

Public Health Emergency

- Waterborne illness outbreak YES NO X
- Acute microbiological, chemical, radiological, nitrate or E-coli source contamination problems YES NO X
- Failed primary water source YES NO X

Public Health Hazard

- Recorded evidence of waterborne illnesses YES NO X
- Reported illnesses may be waterborne YES NO X
- No reports of waterborne illnesses, but high potential exists YES NO X
- No reports of waterborne illness and low potential for such exists YES NO X

Water Quality Violations

- Ongoing chemical contamination violations YES NO X
- Ongoing bacterial contamination violations YES NO X
- Surface water treatment rules violations YES NO X
- Identify constituents in violation: _____

General Condition of System (provide documentation other than sanitary survey, e.g. engineer evaluation)

- Infrastructure deficiencies of pumping facilities, distribution lines, or treatment facilities, YES NO X
- Inadequate or deficient storage, capacity to meet pressure or customer demand, etc. YES NO X
- Other system deficiencies YES NO X

Has your public water system been subject to any of the following corrective measures recently?

- Compliance Agreement: YES NO X Administrative or consent orders: YES NO X
- Drinking Water Advisory Issued (e.g. boil water advisories, mandated public notifications, etc.): YES NO X

On a separate sheet, describe the issues that you have provided a "Yes" response to above, providing any support documentation that will assist in an understanding of the problem/s. Please discuss if you are seeking funding for a phased approach to your system's needs and if the phasing strategy has been discussed with the DEQ Regional Engineer. Describe the alternative selected to correct the identified problem(s). Use the selected alternative in the facility plan. Does an officially* declared or designated public health hazard or emergency exist? [*Certified by DEQ or Health Dept. Board.] Label this description as Section 2.

SECTION 3: BONUS POINTS QUESTIONS. (Check YES to all that apply):

- Is your source water assessment done? YES X NO
- Have you established a protective zone around your well(s)? YES X NO
- Have you established a drinking water system replacement fund? YES X NO
- Do you have an active backflow protection program in place? YES X NO
- Do you have a conservation-oriented rate structure (meters)? YES X NO
- Do you have licensed operators for your system as required under IDAPA 58.01.08? YES X NO
- Is your system current on monitoring requirements? YES X NO

Sustainable Infrastructure Initiatives ("Green Infrastructure")

1. Management-based efforts. Please explain the management-based sustainability initiative efforts your system will engage in as part of the project and the cost of the effort. Management-based efforts could include (but would not be limited to):

Implementing a capital budget that is funded, and is supported by a capital improvement plan;
Implementing a formal asset management system (using a tool such as EPA's CUPSS);

Implementing sustainable design principles, including energy efficiency and design for disassembly;
Implementing a formal environmental management system (exemplified by ISO 14001 Certification);
Implementing a system consolidation (i.e. public/private, small/large);
Implementing a SI benchmarking program;
Funding the provision of water efficient fixtures for the community;
Applicant has an energy audit and plans on implementing the suggestions of the audit;
Applicant is an EPA GreenPower partner.

Include documentation supporting the management-based efforts. Label the documentation as Section 3, Part 1. Some green infrastructure related websites include:

<http://www.epa.gov/cupss/>

http://en.wikipedia.org/wiki/ISO_14001

<http://www.iso14000-iso14001-environmental-management.com/>

http://www.iso.org/iso/iso_14000_essentials

http://www.energystar.gov/index.cfm?c=evaluate_performance.bus_portfoliomanager ;

http://www.energystar.gov/index.cfm?c=evaluate_performance.bus_portfoliomanager_benchmarking;

<http://www.epa.gov/region09/waterinfrastructure/benchmark.html> <http://www.epa.gov/greenpower/>

<http://www.nema.org/gov/energy/efficiency/premium/> ; <http://www.nema.org/stds/complimentary-docs/upload/MG1premium.pdf>.

<http://www.cee1.org/ind/mot-sys/mtr-ms-main.php3>

2. Technology-based efforts. Please explain the management-based sustainability initiative efforts your system will engage in as part of the project and the cost of the effort. Technology-based efforts could include (but would not be limited to):

On-site energy generation, such as:

- Fuel cells
- Solar
- Wind;

Installation of variable frequency drive pumps;

Installation of turbines/hydrogenerators in pipelines; **Done**

Installation of premium energy-efficient motors that exceed NEMA definition;

Construction/renovation of buildings that incorporate LEED criteria;

Installation of leak detection equipment;

Installation of water meters and water conservation measures that meet the EPA Green Project Reserve guidance document's requirements (Items A-7 and A-9). The guidance document is located at

<http://www.deq.idaho.gov/water/arra/green_project_reserve_q&a.pdf>; **Done**

Implementing energy efficiency savings of 20% or more;

Installation of green roofs;

Include documentation supporting the technology-based efforts. Label the documentation as Section 3, Part 2.

3. Construction practices. Please explain the construction practices sustainability initiative efforts your system will engage in as part of the project and the cost of the effort. Construction practices efforts could include (but would not be limited to):

Use of a brownfield site for the facility, use of recycled materials for facility construction and design for deconstruction.

Include documentation supporting the construction efforts. Label the documentation as Section 3, Part 3.

SECTION 4: SYSTEM READINESS TO PROCEED WITH PROJECT.

1. **Drinking Water Planning Grant** -- What's the estimated total cost (DEQ + your match) to prepare your facility plan/engineering report? \$150,000 Has the cost of preparing an Environmental Information Document, as one of the required elements of a facility plan/engineering report, been included in the price above?

If interested in receiving a planning grant, will you have the fifty percent (50%) required match funds available within the next twelve (12) months? YES X NO

2. **Drinking Water Loan** -- Has the facility plan/engineering report been completed (and a final environmental determination issued)?

YES NO

Title of Document _____ DEQ Approval Date _____

Describe the selected alternative to correct the problem(s) identified in the facility plan/engineering report.

Estimated cost to correct the problems identified in the facility plan/engineering report _____

Briefly describe indicators or actions that reflect the community's interest or readiness to proceed on this project (e.g. minutes from public hearings).

Monthly User Service Rate:

What is the current average monthly user service rate? _____

What is the projected average monthly user service rate impact from the change to operation and maintenance cost after implementation of this project? _____

What is the number of equivalent dwelling units served by your system? _____

Is financial documentation in place or does the system have legal authority to incur the debt associated with the proposed project?

Choose one

The system does not yet have legal authority to incur this debt.

Bond council or financial consultant retained.

Date of proposed bond election (if applicable). _____

Legal instrument(s) in place (e.g., bond election, judicial confirmation, etc.).

What is the amount of debt that can be legally incurred? _____

I understand that if awarded a grant, costs incurred prior to the awarding of the grant are not eligible for reimbursement. Likewise if awarded a loan, costs incurred prior to the awarding of the loan are not eligible for reimbursement.

I certify that, to the best of my knowledge, all information provided here is valid and correct:

Return completed form to:
Idaho DEQ
1410 N. Hilton
Boise, ID 83706
Attn: Nancy Bowser