

AGENDA ITEM SUMMARY

DATE: 11/22/10 **DEPARTMENT:** PW - Parks **DEPT. HEAD SIGNATURE:** 

SUBJECT: Motion to approve award of contracts to the low bidders for Roofing, Doors/Frames/Hardware, Coiling Doors, Windows/Glass, Painting, Specialties, Plumbing, HVAC, and Electrical for the Rodeo Grounds project as shown on the attached bid tabulation sheet and authorize the Mayor to sign the Notice of Award, contracts and Notice to Proceed as approved by the City Attorney. (PHASE II)

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

BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:

Bids for bid packages were opened on November 16 at 2 pm at City Hall. Kreizenbeck has reviewed all bids to make sure Public Works licenses are in place and the recommended bids conform to State law. With the award of these contracts we will be at \$1,465,743 in committed construction costs.

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:

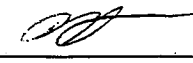
ADMINISTRATIVE COMMENTS/APPROVAL:

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

ACTION OF THE CITY COUNCIL:
Date _____

City Clerk _____

AGENDA ITEM SUMMARY

DATE: 11/22/10 DEPARTMENT: PW - Parks DEPT. HEAD SIGNATURE: 

SUBJECT: Motion to approve award of contracts to the low bidders for Sitework and sitework concrete for the Rodeo Grounds project as shown on the attached bid tabulation sheet and authorize the Mayor to sign the Notice of Award, contracts and Notice to Proceed as approved by the City Attorney.

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

BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:

Documents to follow for Phase 3 bids.

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

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

RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD:

ADMINISTRATIVE COMMENTS/APPROVAL:

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

ACTION OF THE CITY COUNCIL:
Date _____

City Clerk _____

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

AGENDA ITEM SUMMARY

DATE: 11/22/10 DEPARTMENT: Engr DEPT. HEAD SIGNATURE: 

SUBJECT: Motion to approve and authorize the Mayor to sign the TIGER II Term Sheet Agreement with FHWA.

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

BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:

The Federal Highway Administration has requested that as a part of our receiving the TIGER II Grant for Woodside Blvd we approve and sign the attached Term Sheet agreement by December 3, 2010. This agreement outlines the basics of the project and is the preliminary document to a full Grant Agreement that has a scheduled date of February 4, 2011 for signing.

As a part of our discussions with FHWA and ITD we will be interfacing directly with FHWA instead of working through ITD with the exception of the traffic signal at Woodside and Hwy 75. This will speed up the design approval process and allow construction in 2011.

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 _____

UNITED STATES OF AMERICA
DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION

CONDITIONAL AND PRELIMINARY TERM SHEET UNDER THE
NATIONAL INFRASTRUCTURE INVESTMENTS DISCRETIONARY GRANT
PROGRAM (TIGER II)

1. This Conditional and Preliminary Term Sheet (the “Term Sheet”) reflects the selection of the City of Hailey (referred to as “Project Sponsor”) to receive a grant of funds for the Woodside Boulevard Complete Streets Initiative (the “Project”) under the provisions of the Transportation, Housing and Urban Development, and Related Agencies Appropriations Act for 2010 (Div. A of the Consolidated Appropriations Act, 2010 (Pub. L. 111– 117, Dec. 16, 2009)), for the National Infrastructure Investments Discretionary Grant Program (TIGER II).
2. The purpose of this Term Sheet is to set out the parties’ mutual understanding regarding the material terms and conditions to be included in a TIGER II Grant Agreement that will be negotiated between the U.S. Department of Transportation, Federal Highway Administration (collectively, the Government), and the City of Hailey. This Term Sheet is not a commitment of the Government to provide funding for the Project. The commitment of the Government to provide funding to the Project will only occur with the final execution and acceptance of a TIGER II Grant Agreement between the Government and the Project Sponsor.
3. The Project Sponsor, in anticipation of a final obligation of a grant award under the TIGER II Grant Program, understands and acknowledges that it will be required to administer any and all TIGER II Grant funds received from the Government pursuant to the terms and conditions to be set forth in a final TIGER II Grant Agreement. The agreed upon terms specific to the Project are listed under the Material Terms and Conditions section of this Conditional and Preliminary Term Sheet. This Term Sheet specifically memorializes the agreement of the parties on the following issues: the Project’s Scope of Work; the Project’s Budget, including identification of all funds necessary to complete the proposed Project’s Scope of Work; the Project’s Milestone Completion Schedule, including dates for the completion of all major milestones relating to the Project, including completion and receipt of all required environmental approvals (including National Environmental Policy Act (NEPA) approvals), application for and anticipated receipt of all necessary Federal, State, and local permits and approvals, any necessary approval by a local transportation planning organization, and inclusion in the required Transportation Improvement Program (TIP)/State Transportation Improvement Program (STIP).
4. The Project Sponsor understands and recognizes that the execution of this Term Sheet in no way commits the Government to any decision required under the applicable provisions of NEPA. The Government’s decision on the Project will be issued in full compliance with its NEPA regulations, 23 CFR Part 771, and those of the Council on Environmental Quality, 40 CFR Part 1500, and all other applicable Federal, State or local laws and regulations.

5. The Project Sponsor further understands and acknowledges that this Term Sheet is intended to assist the parties in developing and finalizing a TIGER II Grant Agreement. This Term Sheet reflects the material terms and conditions for the Project, as the Project is defined in the Project Sponsor's application for TIGER II Grant funding (the "Application"). The Application, dated August 23, 2010, and titled "Woodside Boulevard Complete Streets Initiative", is incorporated herein by reference.

6. This Term Sheet further reflects negotiated provisions on the Project's material terms and conditions precedent to execution of a TIGER II Grant Agreement. The Project's specific material terms and conditions, including the Project Scope of Work, Project Budget and Project Milestones and Completion Schedule, each being relied upon by the Government in execution of a TIGER II Grant Agreement, are as follows:

I. PROJECT SCOPE OF WORK

a. General Project Description

The *Woodside Boulevard Complete Streets Initiative* is a multimodal project that will resurface a 35-year-old, 2.44 mile collector street, add sidewalks, bike lanes, bus shelters, bike parking and a landscape buffer zone, and install a roundabout at a congested and unsafe intersection and a traffic signal at a second congested and unsafe intersection.

b. Mutually Agreed and Approved TIGER II Project Scope of Work

Design and reconstruction of Woodside Blvd using Complete Streets principles addressing vehicle, pedestrian, bicycle and transit use and drainage needs.

Investigate appropriateness of a roundabout at Fox Acres Rd and Woodside Blvd and construct if feasible or address congestion problems with an alternative design.

Installation of a traffic signal at Woodside Blvd and Highway 75.

II. PROJECT BUDGET

a. TIGER II Grant Amount

\$3,500,000 (Three million five hundred thousand Dollars)

b. Total Project Amount and Other Funding Sources

\$4,410,000 (Four million four hundred ten thousand Dollars)

City of Hailey Capital Fund (\$800,000) and In-kind Labor (\$110,000)

III. PROJECT MILESTONE AND COMPLETION SCHEDULE

- a. Project Permits, Licenses and Approvals (Including NEPA Approvals/Completion, Planning Approvals, included on STIP/TIP, etc.)

Project approvals and permits required are:

- NEPA approval
- Potential USACE Nationwide 14 permit
- Design Approval from FHWA

- b. Project Milestone/Deliverable Schedule (Engineering/Design Complete, ROW Complete, Construction – Advertisement, Construction – Award, Construction - NTP/Actual Start, Construction - Open to Traffic/Completion) (Assuming a build alternative has or will be selected and approved if NEPA is incomplete)

- 30% design and conceptual layout complete – December 30, 2011
- First Public Meetings (2) – January 13 - 21, 2011
- 75% design complete – February 25, 2011
- Environmental Draft Document – March 1, 2011
- Public Meeting with City Council – March 14, 2011
- Final Design – March 30, 2011
- Advertise for North Section of Woodside Blvd Construction – April 6, 2011
- Award North Section Woodside Blvd Construction – May 9, 2011
- Construct North Section of Woodside Blvd – May 10, 2011 – September 30, 2011
- Advertise for South Section Woodside Blvd Construction – March 7, 2012
- Award South Section Construction – April 9, 2012
- Construct South Section Construction – April 10, 2012 - September 30, 2012

6. The Government reserves the absolute right to terminate and void this Term Sheet if it determines, in its sole discretion, that the Project Sponsor has not adhered to the Project Milestone Completion Schedule provided herein or if the Government determines, in its sole discretion, that termination is in the public interest.

7. The terms and conditions recorded in this Term Sheet are immediately effective upon execution of this Term Sheet by both the Project Sponsor and the Government.

EXECUTION BY THE GOVERNMENT

Executed this _____ day of _____, 2010.

Signature of Government's Authorized Representative

Title

EXECUTION BY THE PROJECT SPONSOR


Executed this _____ day of _____, 2010.

Project Sponsor

Signature of Project Sponsor's Authorized Representative

Title

AGENDA ITEM SUMMARY

DATE: 11/22/10 DEPARTMENT: PW - Grant DEPT. HEAD SIGNATURE: 

SUBJECT: Motion to authorize J-U-B Engineers to proceed with the work necessary to complete the Categorical Exclusion Environmental Document for the Woodside Blvd TIGER II Project at a not-to-exceed contract addition of \$30,200.71 and authorize the Mayor to sign additional contract documents.

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

BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:

With the award of the grant and a project schedule of beginning construction in 2011 there is an immediate need to satisfy the environmental documentation of the project site and obtain approval from the Federal Highway Administration.

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:

The initial engineering costs are being paid from the Capital Fund as our match to the project.

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 _____

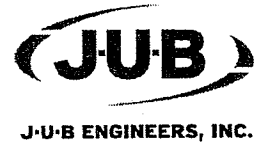
City Clerk _____

FOLLOW-UP:

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

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

Draft 12-30-03



City of Hailey Project Manager: Tom Hellen
J-U-B Project Manager: Lori Labrum
Project #: 83-10-043
Project Name: Woodside Blvd Reconstruction Project
Project Location: Hailey, Idaho
Project Description: Intersection Improvement Project
Agency: City of Hailey

Environmental Document Work Plan

The following task items are anticipated and proposed to be completed for the Categorical Exclusion Document for Woodside Blvd.

Task 01 Environmental Document Preparation

Identify and obtain all information pertaining to the environmental resources within the project area. This includes drafting the Purpose and Need, description, right-of-way estimates, cultural clearances and paleontological clearances, wildlife and water resources information and correspondence, air quality, in addition to other resources. Prepare all supporting documentation as attachments to the environmental document. This task includes an EIS update letter for the improvements at SH 75/Woodside Blvd, including correspondence with both ITD and FHWA.
Deliverables: Draft Environmental Document (Categorical Exclusion)

Task 02 Public Involvement Meetings

Provide environmental support by attending two "citizen informational meetings" for the project's public involvement effort. Collaborate with the public involvement team for the necessary documentation needed in the environmental document. Review and comment on reports. Includes travel time.
Deliverables: Public Involvement Report for Environmental Document

Task 03 Project Team Meetings

Attend 6 bi-weekly project team meetings through the environmental document phase.

Task 04 Cultural Documents Search and Field Survey

Obtain mandatory data on previously recorded archaeological sites within one mile of the project area at the Idaho State Preservation Office (SHPO) in Boise, Idaho. Perform an archaeological survey of the project area to inventory cultural resources in the Area of Potential Effect (APE). Photograph and document at least one known



J·U·B ENGINEERS, INC.

historic railroad grade/rail trail in the project area. Includes travel time to Boise and Hailey.

Task 05 Cultural Report Draft

Prepare a draft report which includes the historical context of the project area, results of the documents search and field survey and recommendations on eligibility of any known cultural resources and the project's effect on those resources. Map previously recorded sites in the area and any new sites recorded during the field survey. Coordinate with the ITD cultural staff and SHPO for document review.

Deliverables: Draft Cultural Report

Task 06 Cultural Report Final

Revise the cultural report according to ITD comments

Deliverables: Final Cultural Report

Task 07 Cultural/Paleontology Correspondence

Draft a Native American Consultation Letter for ITD review and FHWA signature; includes draft and final copies. Coordination with Idaho Geological Survey for potential paleontological resources and file search

Deliverables: Native American Consultation Letter, Paleontology file search results

Task 08 Wildlife Survey

Review species lists to determine potential Threatened and Endangered Species, Candidate Species, Species of Interest, State-listed Sensitive Species, big game and migratory species within the project area of effect. Survey project area for evidence of listed (or other) species of interest. Includes photography and onsite mapping.

Task 09 Wildlife Survey Report Draft

Prepare the draft report of the species located within the project area, the findings of the species lists, and the project's potential effect. Includes mapping, photography and production costs.

Deliverables: Draft Wildlife Survey Report

Task 10 Wildlife Survey Report Final

Revise the wildlife report according to agency comments.

Deliverables: Final Wildlife Survey Report

Task 11 Wildlife Correspondence

Coordinate with US Fish and Wildlife Service, State Division of Wildlife Resources, ITD, on project's effect to wildlife resources.

Task 12 Wetland Survey

Survey the project area for waterways and wetlands, including Hiawatha Canal and associated ditches or wet areas. Soil and vegetation testing for quality of wetlands (if present in project area) and high-water mark.

Task 13 Wetland Report/Delineation Draft

Prepare draft report of the wetlands and waterways, and findings of wetland and water resources survey. Includes mapping, photography and production costs.

Deliverables: Draft Wetland Report/Delineation

Task 14 Wetland Report Final

Revise the wetland report/delineation according to agency comments and submit final document.

Deliverables: Final Wetland Report/Delineation

Task 15 Environmental Document Internal QC

Submit the completed draft environmental document, supporting documentation, and mapping to J-U-B Environmental Services Manager for review and comment. Revise document according to J-U-B QC standards.

Deliverables: Draft Environmental Document

Task 16 Environmental Document Draft Review (with FHWA)

Coordinate with ITD and FHWA the process for draft environmental document submittal. Submit the completed draft environmental document to ITD/FHWA for review and comment.

Deliverables: Draft Environmental Document

Task 17 Finalize Document

Revise the environmental document according to agency comments and submit final document.

Deliverables: Final Environmental Document

Task 18 Construction Permitting with Army Corps of Engineers

Army Corps of Engineers construction permitting to fill or add culvert length to waterways and/or wetlands, if necessary. Coordinate with permitting agencies such as Army Corps of Engineers or Division of Water Rights on needed permits and process necessary for filing permits with agencies. This task includes preparation and filing of the Joint Application.

Deliverables: Joint Application

Direct Expenses

Travel Expenses include a total of 4 trips to Idaho: one trip to Boise for SHPO file search; two trips to Hailey (one for cultural resources staff, one for wildlife/water staff) for Cultural, Wildlife, and Water resources surveys; and one trip for the



J·U·B ENGINEERS, INC.

environmental specialist to attend citizen information meetings to be included in environmental document.

Misc/Printing and Fees

Agency consultation with SHPO, Geologic Survey and potentially others requires fees for time, usage of files, and copying.



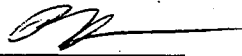
J-U-B ENGINEERS, INC.

Environmental Services Estimated Opinion of Fees
Woodside Boulevard, Hailey Idaho
 Prepared by Chuck Easton for Lori Labrum, J-U-B Engineers, Inc.
 11/10/2010

Task No.	Description/Scope of Services	Environmental Specialist (CE)	Wetlands/Wildlife Specialist (WB)	Mapping (JH)	Documents Specialist	Environmental Document Review (MW)	Total Hours	Total Cost
1	Environmental Document (CE) Preparation	58		5	8		71	\$ 8,704.54
2	Public Involvement Meetings (includes travel)	10					20	\$ 1,356.30
3	Project Team Meetings	12					12	\$ 1,627.56
4	Cultural Documents Search and Field Survey (Includes travel)	20					20	\$ 2,712.60
5	Cultural Report Draft	15		2	2		19	\$ 2,301.25
6	Cultural Report Final	3					3	\$ 406.89
7	Cultural/Paleontology Correspondence	8					8	\$ 1,085.04
8	Wildlife Survey (includes travel)	2	8				10	\$ 996.46
9	Wildlife Report Draft	1	10	8	8		27	\$ 2,109.33
10	Wildlife Report Final	1	2				3	\$ 316.93
11	Wildlife Correspondence	2	8				10	\$ 996.46
12	Wetland Survey (includes travel)	2	10				12	\$ 1,177.76
13	Wetland Report/Delineation Draft	1	2	8	8		19	\$ 1,384.13
14	Wetland Report/Delineation Final	1	2				3	\$ 316.93
15	Environmental Document Internal QC	1			4	4	9	\$ 1,099.67
16	Environmental Document Draft Review (with FHWA)	1					1	\$ 135.63
17	Finalize Document	5					5	\$ 678.15
18	Construction Permitting	6	2				8	\$ 995.08
Total Hours		149	44	23	30	4	260	
Labor Costs		\$ 20,208.87	\$ 3,988.60	\$ 1,757.20	\$ 1,710.00	\$ 736.04		\$ 28,400.71
Direct Costs								
Travel and expenses 4 trips @ 400		\$ 1,600.00						
Misc (Printing to other agencies; cultural/paleo documents search fees)		\$ 200.00						
Total		\$ 1,800.00						
GRAND TOTAL							\$	30,200.71

Hourly Billing Rate 135.63 90.65 76.40 57.00 184.01
 Project Team Member CEaston VBarthels JHanson CLarson MWorrall

AGENDA ITEM SUMMARY

DATE: 11/22/10 DEPARTMENT: Engr DEPT. HEAD SIGNATURE: 

SUBJECT: Motion to approve contract award to S. Erwin for Safe Routes to School project for \$26,958.70 and authorize the Mayor to sign.

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

BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:

This project was bid on October 20, 2010 and there were two bids received. S. Erwin was the low bidder and award of the contract has been approved by ITD and is requested in this motion. Work will be done in May/June, 2011. This project provides the bike path connection between Glenbrook Dr and Woodside Blvd by the Woodside Elementary School.

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

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

RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD:

ADMINISTRATIVE COMMENTS/APPROVAL:

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

ACTION OF THE CITY COUNCIL:

Date _____

City Clerk _____

FOLLOW-UP:

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

Copies (all info.):
Instrument # _____

Copies (AIS only)

Draft 12-30-03

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

PROJECT:

WOODSIDE ELEMENTARY SAFE ROUTES TO SCHOOL PROJECT

<u>ITEM</u>	<u>Unit</u>	<u>Qty</u>	<u>Unit Cost</u>	<u>Item Cost</u>
1. Stripping & Grubbing - General	SY	1176	<u>3.40</u>	\$ <u>3998.40</u>
2. Excavation & Embankment	CY	200	<u>19.90</u>	\$ <u>3980.00</u>
3. 10' Asphalt Bike Path	SY	803	<u>12.10</u>	\$ <u>9716.30</u>
4. 3/4" Leveling Course	SY	1100	<u>2.90</u>	\$ <u>3190.00</u>
5. 2" Minus Base Course	SY	70	<u>3.20</u>	\$ <u>224.00</u>
6. Speed Hump & Traffic signs	LS	1	<u>3700</u>	\$ <u>3700.00</u>
7. Traffic Control	LS	1	<u>1500</u>	\$ <u>1500.00</u>
8. Traffic Road Marking	LS	1	<u>650</u>	\$ <u>650.00</u>

TOTAL OF ALL PRICES

(\$ 26958.70)

TOTAL WRITTEN IN WORDS

Twenty six thousand nine hundred fifty eight dollars and
seventy cents.
(Lowest Total Price will be considered as the low Bidder)

6.01 Bidder agrees that the Work will be substantially completed and completed and ready for final payment in accordance with paragraph 14.07.B of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.

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

6.03 Bidder agrees to comply with Idaho Code 44-1001 through 44-1005, regarding employment of Idaho residents.

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

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

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

C. Required bidder qualifications statement with supporting data; and

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

SUBMITTED on Oct. 20, 2010.

Idaho Public Works Contractor License No. PWC-C-13040-AA-1-2-4

Expiration Date 3-31-11.

A Corporation

Corporation Name: S. Erwin Excavation, Inc (SEAL)

By: Darren Erwin
(Signature -- attach evidence of authority to sign)

Name (typed or printed): Darren Erwin

Title: President

(CORPORATE SEAL)

Attest: Kim Erwin
(Signature of Corporate Secretary)

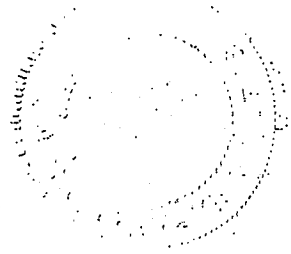
Business address: P.O. Box 1112
Bellevue, ID 83313

Phone No.: 208-788-6346 FAX No.: 208-788-5732

State of Incorporation: Idaho

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

Date of Qualification to do business is 1991



BIDDER'S DRUG-FREE WORKPLACE AFFIDAVIT

CONTRACTOR'S AFFIDAVIT
CONCERNING ALCOHOL AND DRUG-FREE WORKPLACE

STATE OF Idaho
COUNTY OF Blaine

The undersigned being duly sworn upon oath, deposes and says that S. Erwin Excavation, Inc.
complies

(Contractor Name)

with the provision of Section 72-1717 Idaho Code (Drug Free Workplace program) that

S. Erwin Excavation, Inc. provides a drug-free workplace program that complies with the provisions
of

(Contractor Name)

Idaho Code, Title 72, Chapter 17 and will maintain such program throughout the life of a state

construction contract and that S. Erwin Excavation, Inc. shall subcontract work only to
subcontractors

(Contractor Name)

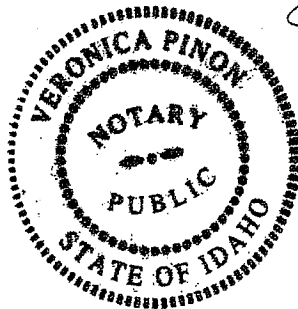
meeting the requirements of Idaho Code, Section 72-1717(1) (a).

S. Erwin Excavation, Inc.
Name of Contractor

P.O. Box 1112 Bellevue, ID 83313
Address

By Tom Erwin
(Signature)

Subscribed and sworn to before me this 2nd day of NOV, 2010



[Signature]
Notary Public for Idaho
Residing at Shoshone ID
My Commission Expires 8/21/2012

ISPWC
STANDARD FORM OF AGREEMENT
BETWEEN OWNER AND CONTRACTOR
ON THE BASIS OF A STIPULATED PRICE

THIS AGREEMENT is by and between the City of Hailey (hereinafter called OWNER) and

S. Erwin Excavation
(hereinafter called CONTRACTOR).

OWNER and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

ARTICLE 1 - WORK

1.01 CONTRACTOR shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

The installation of asphalt pavement for a bike path between Woodside Blvd and Glenbrook Dr and a speed hump and related warning signs on Glenbrook Dr at the entrance to the bike path.

ARTICLE 2 - THE PROJECT

2.01 The Project for which the Work under the Contract Documents may be the whole or only a part is generally described as follows:

**City of Hailey
Woodside Elementary Safe Routes to School Project
Hailey, Idaho**

ARTICLE 3 - ENGINEER

3.01 The Project Engineer is the Hailey City Engineer who is hereinafter called ENGINEER and who is to act as OWNER's representative, assume all duties and responsibilities, and have the rights and authority assigned to ENGINEER in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

ARTICLE 4 - CONTRACT TIMES

4.01 *Time of the Essence*

A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.02 *Dates for Substantial Completion and Final Payment*

A. The Work will be substantially completed on or before June 15, 2011, and completed and ready for final payment in accordance with paragraph 14.07 of the General Conditions on or before June 30, 2011.

4.03 *Liquidated Damages*

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

ARTICLE 5 - CONTRACT PRICE

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

A. For all Unit Price Work, an amount equal to the sum of the established unit price for each separately identified item of Unit Price Work times the estimated quantity of that item as indicated in this paragraph 5.01.A:

<u>No.</u>	<u>Item</u>	<u>Unit</u>	<u>Quantity</u>	<u>Estimated Unit Price</u>	<u>Total Estimated Cost</u>
1.	Stripping & Grubbing – General	SY	1176	<u>\$3.40</u>	<u>\$ 3,998.40</u>
2.	Excavation & Embankment	CY	200	<u>\$19.90</u>	<u>\$ 3,980.00</u>
3.	10' Asphalt Bike Path	SY	803	<u>\$12.10</u>	<u>\$ 9,716.30</u>
4.	¾" Leveling Course	SY	1100	<u>\$2.90</u>	<u>\$ 3,190.00</u>
5.	2" Minus Base Course	SY	70	<u>\$3.20</u>	<u>\$ 224.00</u>
6.	Speed Hump & Traffic signs	LS	1	<u>\$3,200.00</u>	<u>\$ 3,200.00</u>
7.	Traffic Control	LS	1	<u>\$1,500.00</u>	<u>\$ 1,500.00</u>
8.	Traffic Road Marking	LS	1	<u>\$650.00</u>	<u>\$ 650.00</u>

TOTAL OF ALL ESTIMATED PRICES \$26,958.70 (dollars)

Twenty six thousand nine hundred fifty eight and 70/100 dollars
(use words)

ARTICLE 6 - PAYMENT PROCEDURES

6.01 *Submittal and Processing of Payments*

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

6.02 *Progress Payments; Retainage*

A. OWNER shall make progress payments on account of the Contract Price on the basis of CONTRACTOR's Applications for Payment on or about the 1st day of each month during performance of the Work as provided in paragraphs 6.02.A.1 and 6.02.A.2 below. All such payments will be measured by the schedule of values established in paragraph 2.07.A of the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no schedule of values, as provided in the General Requirements:

1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as ENGINEER may determine or OWNER may withhold, in accordance with paragraph 14.02 of the General Conditions:

- a. 95% of Work completed (with the balance being retainage); and
- b. 95% of cost of materials and equipment not incorporated in the Work (with the balance being retainage).

2. Upon Substantial Completion, OWNER shall pay an amount sufficient to increase total payments to CONTRACTOR to 95% of the Work completed, less such amounts as ENGINEER shall determine in accordance with Article 14 of the General Conditions and less 100% of ENGINEER's estimate of the value of Work to be completed or corrected as shown on the tentative list of items to be completed or corrected attached to the certificate of Substantial Completion. If, at Substantial Completion, the character and progress of the work has been satisfactory, the OWNER may, at the OWNER's sole discretion, reduce the amount of retainage being held.

6.03 *Prompt Payment*

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

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

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

6.04 *Final Payment*

A. Upon final completion and acceptance of the Work in accordance with paragraph 14.07 of the General Conditions, OWNER shall pay the remainder of the Contract Price as recommended by ENGINEER as provided in said paragraph 14.07.

ARTICLE 7 - CONTRACTOR'S REPRESENTATIONS

8.01 In order to induce OWNER to enter into this Agreement, CONTRACTOR makes the following representations:

A. CONTRACTOR has examined and carefully studied the Contract Documents and the other related data identified in the Contract Documents.

B. CONTRACTOR has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

C. CONTRACTOR is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work.

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

E. CONTRACTOR does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.

F. CONTRACTOR is aware of the general nature of work to be performed by OWNER and others at the Site that relates to the Work as indicated in the Contract Documents.

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

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

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

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

K. The CONTRACTOR will submit within 30 days of the date of this agreement a Public Works Contract Report (Form WH-5) to the Idaho State Tax Commission in compliance with Section 54-1904A and 63-3624(f), Idaho Code.

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

ARTICLE 8 - CONTRACT DOCUMENTS

9.01 Contents

A. The Contract Documents consist of the following:

1. This Agreement (pages 1 to 6, inclusive);
2. Performance Bond;
3. Payment Bond;
4. General Conditions – Division 100 of the Idaho Standards for Public Works Construction (not attached)
5. Supplementary Conditions (pages 1 to 6, inclusive);
6. Standard Specifications and Standard Drawings – City of Hailey (not attached);
7. Exhibits to this Agreement (enumerated as follows):
 - a. Notice to Proceed;

- b. CONTRACTOR's Bid;
- c. Civil Rights Provisions
- d. Buy America Provisions
- e. Required Contract Provisions, Federal-Aid Construction Contracts
- f. Davis-Bacon FHWA 1273 Wage Determination
- g. FHWA 1273 Mod.

8. The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:

- a. Written Amendments;
- b. Work Change Directives;
- c. Change Order(s).

B. The documents listed in paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).

C. There are no Contract Documents other than those listed above in this Article 9.

D. The Contract Documents may only be amended, modified, or supplemented as provided in paragraph 3.05 of the General Conditions.

ARTICLE 9 - MISCELLANEOUS

10.01 *Terms*

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

10.02 *Assignment of Contract*

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

10.03 *Successors and Assigns*

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

10.04 *Severability*

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

IN WITNESS WHEREOF, OWNER and CONTRACTOR have signed this Agreement in duplicate. One counterpart each has been delivered to OWNER and CONTRACTOR. All portions of the Contract Documents have been signed or identified by OWNER and CONTRACTOR or on their behalf.

NOTE TO USER

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

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

OWNER:

CONTRACTOR:

City of Hailey _____

By: _____

By: _____

[CORPORATE SEAL]

[CORPORATE SEAL]

Attest _____

Attest _____

Address for giving notices:

Address for giving notices:

License No. _____
(Where applicable)

Agent for service of process: _____

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

Designated Representative:

Designated Representative:

Name: Thomas Hellen

Name: _____

Title: Public Works Director/City Engineer

Title: _____

Address: 115 Main St S

Address: _____

Hailey, ID 83333

Phone: 208-788-9830 Ext 14

Phone: _____

Facsimile: 208-788-2924

Facsimile: _____



Kreizenbeck Constructors

TRANSMITTAL

Date: **November 3, 2010**

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

RECEIVED
NOV 03 2010

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

We are sending you:

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

Action: For your review, signature, and return.

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

Thank you

CC: *KC File*

Signed: *Dena Nelson-Hendren*

AIA[®] Document A101/CMa[™] – 1992

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

Bid Package No. 4 – Steel Structural

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

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

City of Hailey
115 South Main
Hailey, Idaho 83333

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

Mountain Steel
712 East Access Street
Kuna, Idaho 83634

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

City of Hailey
Rodeo Grounds Project – Phase I

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

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

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

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

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

The Owner and Contractor agree as set forth below.

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

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

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

Init.

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User Notes:

(1280260468)

ARTICLE 1 THE CONTRACT DOCUMENTS

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

ARTICLE 2 THE WORK OF THIS CONTRACT

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

The complete work of steel fabrication and erection as noted in the construction documents and per the following:

Division 01 – General Requirements
Section 051200 – Structural Steel

This Contract specifically includes but is not limited to:

- All labor, material and equipment to furnish and install all structural and miscellaneous steel in accordance with the construction documents.
- Furnish and install all metal fabrications complete in accordance with the construction documents.
- Furnish and install all steel decking in accordance with the construction documents.
- Furnish special power as required for your work. All on-site welding equipment to be gas powered.
- Furnish and install all anchoring systems for steel to steel connections. Including epoxy anchor bolts.
- Furnish all miscellaneous embeds to mason or concrete for installation. All embeds shall be on-site within 14 calendar days after Notice to Proceed.
- Furnish all miscellaneous steel fabrications, hardware, hangers etc; required to complete framing of structure in accordance with construction documents.
- All erection shall follow OSHA standards and requirements.

This Contract specifically excludes:

- Elevated Bleachers, stairs and ramps.

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

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

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

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

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

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

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

Portion of Work	Substantial Completion date
Bid Package #4 – Steel Structural	As identified in the Project Schedule contained in the Project Manual dated

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(1280260468)

September 23, 2010.

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

ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor in current funds for the Contractor's performance of the Contract the Contract Sum of Forty-Three Thousand One Hundred Eighty-Five Dollars and Zero Cents (\$ 43,185.00), subject to additions and deductions as provided in the Contract Documents.

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

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

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

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

ARTICLE 5 PROGRESS PAYMENTS

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

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

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

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

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

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

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

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3

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

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

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

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

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

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

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

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

ARTICLE 6 FINAL PAYMENT

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

ARTICLE 7 MISCELLANEOUS PROVISIONS

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

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

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

The legal rate of interest shall be 8% per annum

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

§ 7.3 Temporary facilities and services:

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

Init.

Phase I Project Manual, Dated September 23, 2010

§ 7.4 Other Provisions:

(Here list any special provisions affecting the Contract.)

ARTICLE 8 TERMINATION OR SUSPENSION

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

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

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

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

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

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

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

Document	Title	Pages
Exhibit A	Contract Document Schedule	2

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

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

Title of Specifications Exhibit: Contract Document Schedule, Exhibit A

(Table deleted)

§ 9.1.5 The Drawings are as follows:

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

Title of Drawings Exhibit: Contract Document Schedule, Exhibit A

(Table deleted)

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

Number	Date	Pages
One	October 11, 2010	5

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

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

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

Init.

Contract Document Schedule, Exhibit A
Standard Form of Agreement between Owner and Contractor, AIA Document A101/CMA, 1992
General Conditions of the Contract for Construction, AIA Document A201/CMA, 1992

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

OWNER

Rick Davis
(Signature)
Rick Davis Mayor
(Printed name and title)

CONTRACTOR

Allen Puckett
(Signature)
ALLEN PUCKETT - V.P.
(Printed name and title)



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

KC PROJECT NO. 10-007
 October 2010

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

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

PROJECT MANUALS

Phase I Project Manual – dated September 23, 2010

ADDENDA:

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

DRAWINGS – dated September 23, 2010

ARCHITECTURAL / STRUCTURAL

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

ELECTRICAL

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

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AIA Document A312

Performance Bond

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

CONTRACTOR (Name and Address):
Mountain Steel Fabrication
712 E Access St
Kuna, ID 83634

SURETY (Name and Principal Place of Business):
Developers Surety & Indemnity Company
PO Box 19725
Irvine CA 92623

OWNER (Name and Address):
City of Hailey
115 S Main
Hailey ID 83333

CONSTRUCTION CONTRACT

Date: 10/19/2010
Amount: ****\$43,185.00**** Forty Three Thousand One Hundred Eighty Five Dollars and Zero Cents
Description (Name and Location): Rodeo Grounds Project - Phase I

BOND

Date (Not earlier than Construction Contract Date): 10/28/2010
Amount: ****\$43,185.00**** Forty Three Thousand One Hundred Eighty Five Dollars and Zero Cents

Modifications to this Bond: None See Page 3

CONTRACTOR AS PRINCIPAL
Company: _____ (Corporate Seal)
Mountain Steel Fabrication

Signature: Allen Puckett V.P.
Name and Title:

SURETY
Company: _____ (Corporate Seal)
Developers Surety & Indemnity Company

Signature: Steven J Roach
Name and Title: Steven J Roach Attorney-in-Fact

(Any additional signatures appear on page 3)

(FOR INFORMATION ONLY-Name, Address and Telephone)

AGENT or BROKER: Wells Fargo Ins Svcs USA, Inc.
3295 Elder Street, Suite 209
Boise, ID 83705
208-393-4641

OWNER'S REPRESENTATIVE:

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

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

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

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

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

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

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

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

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

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

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

.1 After investigation, determine the amount for

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

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

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

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

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

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

6.3 Liquidated damages, or if not liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

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

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

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

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

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

12 DEFINITIONS

12.1 Balance of the Contract Price: The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made, including allowance to the Contractor of any amounts received or to be received

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

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

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

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

MODIFICATIONS TO THIS BOND ARE AS FOLLOWS:

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

CONTRACTOR AS PRINCIPAL
Company: _____ (Corporate Seal)

SURETY
Company: _____ (Corporate Seal)

Signature: _____
Name and Title:
Address:

Signature: _____
Name and Title:
Address:

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AIA Document A312

Payment Bond

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

CONTRACTOR (Name and Address):

Mountain Steel Fabrication
712 E Access St
Kuna, ID 83634

SURETY (Name and Principal Place of Business):

Developers Surety & Indemnity Company
PO Box 19725
Irvine CA 92623

OWNER (Name and Address):

City of Hailey
115 S Main
Hailey ID 83333

CONSTRUCTION CONTRACT

Date: 10/19/2010

Amount: **\$43,185.00 ** Forty Three Thousand One Hundred Eighty Five Dollars and Zero Cents

Description (Name and Location): Rodeo Grounds Project - Phase I

BOND

Date (Not earlier than Construction Contract Date): 10/28/2010

Amount: **\$43,185.00 ** Forty Three Thousand One Hundred Eighty Five Dollars and Zero Cents

Modifications to this Bond:

None

See Page 6

CONTRACTOR AS PRINCIPAL

Company: _____ (Corporate Seal)
Mountain Steel Fabrication

Signature: Allen Puckett
Name and Title:

SURETY

Company: _____ (Corporate Seal)
Developers Surety & Indemnity Company

Signature: Steven J Roach
Name and Title: Steven J Roach Attorney-in-Fact

(Any additional signatures appear on page 6)

(FOR INFORMATION ONLY-Name, Address and Telephone)

AGENT or BROKER: Wells Fargo Ins Svcs USA, Inc.
3295 Elder Street, Suite 209
Boise, ID 83705
208-393-4641

OWNER'S REPRESENTATIVE:

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

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

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

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

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

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

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

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

- .1 Have furnished written notice to the Contractor and sent a copy, or notice thereof, to the Owner, within 90 days after having last performed labor or last furnished materials or equipment included in the claim stating, with substantial accuracy, the amount of the claim and the name of the party to whom the materials were furnished or supplied or for whom the labor was done or performed; and
- .2 Have either received a rejection in whole or in part from the Contractor, or not received within 30 days of furnishing the above notice any communication from the Contractor by which the Contractor has indicated the claim will be paid directly or indirectly; and
- .3 Not having been paid within the above 30 days, have sent a written notice to the Surety (at the address described in Paragraph 12) and sent a copy, or notice thereof, to the Owner, stating that a claim is being made under this Bond and enclosing a copy of the previous written notice furnished to the Contractor.

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

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

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

6.2 Pay or arrange for payment of any undisputed amounts.

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

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

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

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

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

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

13 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirements shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. The intent is that this

Bond shall be construed as a statutory bond and not as a common law bond.

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

15 DEFINITIONS

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

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

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

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

MODIFICATIONS TO THIS BOND ARE AS FOLLOWS:

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

CONTRACTOR AS PRINCIPAL
Company: (Corporate Seal)

SURETY
Company: (Corporate Seal)

Signature: _____
Name and Title:
Address:

Signature: _____
Name and Title:
Address:

POWER OF ATTORNEY FOR
DEVELOPERS SURETY AND INDEMNITY COMPANY
PO Box 19725, IRVINE, CA 92623 (949) 263-3300

KNOW ALL BY THESE PRESENTS that except as expressly limited, DEVELOPERS SURETY AND INDEMNITY COMPANY, does hereby make, constitute and appoint:

*****Steven J. Roach, Eric Battey, Tracy Miyake, Tracy Taylor, Jill Osborne, jointly or severally*****

as its true and lawful Attorney(s)-in-Fact, to make, execute, deliver and acknowledge, for and on behalf of said corporation, as surety, bonds, undertakings and contracts of suretyship giving and granting unto said Attorney(s)-in-Fact full power and authority to do and to perform every act necessary, requisite or proper to be done in connection therewith as each of said corporation could do, but reserving to each of said corporation full power of substitution and revocation, and all of the acts of said Attorney(s)-in-Fact, pursuant to these presents, are hereby ratified and confirmed.

This Power of Attorney is granted and is signed by facsimile under and by authority of the following resolution adopted by the Board of Directors of DEVELOPERS SURETY AND INDEMNITY COMPANY, effective as of January 1st, 2008.

RESOLVED, that a combination of any two of the Chairman of the Board, the President, any Executive Vice-President, Senior Vice-President or Vice-President of the corporation be; and that each of them hereby is, authorized to execute this Power of Attorney, qualifying the attorney(s) named in the Power of Attorney to execute, on behalf of the corporation, bonds, undertakings and contracts, of suretyship; and that the Secretary or any Assistant Secretary of the corporation be, and each of them hereby is, authorized to attest the execution of any such Power of Attorney;

RESOLVED, FURTHER, that the signatures of such officers may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures shall be valid and binding upon the corporation when so affixed and in the future with respect to any bond, undertaking or contract of suretyship to which it is attached.

IN WITNESS WHEREOF, DEVELOPERS SURETY AND INDEMNITY COMPANY has caused these presents to be signed by its officers and attested by its Secretary or Assistant Secretary this January 1st, 2008.

By: *Daniel Young*
Daniel Young, Vice-President

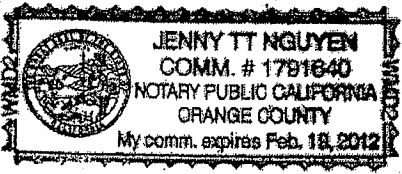
By: *SV Pate*
Stephen T. Pate, Senior Vice-President



State of California
County of Orange

On August 13th, 2008 before me, Jenny TT Nguyen, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Daniel Young and Stephen T. Pate
Name(s) of Signer(s)



Place Notary Seal Above

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.
Signature *Jenny TT Nguyen*
Jenny TT Nguyen, Notary Public

CERTIFICATE

The undersigned, as Secretary or Assistant Secretary of DEVELOPERS SURETY AND INDEMNITY COMPANY does hereby certify that the foregoing Power of Attorney remains in full force and has not been revoked and, furthermore, that the provisions of the resolution of the Board of Directors of said corporation set forth in the Power of Attorney are in force as of the date of this Certificate:

This Certificate is executed in the City of Irvine, California, this _____ day of _____

By: *Gregg Okura*
Gregg Okura, Assistant Secretary

