

AGENDA ITEM SUMMARY

DATE: 10-7-2013 DEPARTMENT: Community Development DEPT HEAD: MA

SUBJECT: Contract with the Idaho Department of Building Safety for building inspection services and Resolution No. 2013- 74

AUTHORITY: _____ IAR _____ City Ordinance/Code Title 10.08.040
(IF APPLICABLE)

BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:

The FY14 contract with the Idaho Department of Building Safety has undergone one change from last year's contract. The new revenue split is 65/35 where the previous contract revenues were split 75/25. This means that that the City of Hailey will now retain 35% of all building permit and plan review revenues and 65% will be paid to the DBS for their plan review and inspection services. The 35% retained by the City is intended to offset internal costs related to processing and managing the building program.

FISCAL IMPACT / PROJECT FINANCIAL ANALYSIS: Caselle # _____
Budget Line Item Comm. Dev. Dept. and Bldg division_ YTD Line Item Balance \$ _____
Estimated Hours Spent to Date: _____ Estimated Completion Date: _____
Staff Contact: Micah Austin, Comm. Dev. Dir. Phone # 208-488-9815 ext 13 _____
Comments: Depending on building activity, staff projects that the overall budget outcome will be in accordance with our current budget projections.

ACKNOWLEDGEMENT BY OTHER AFFECTED CITY DEPARTMENTS: (IF APPLICABLE)

- | | | |
|--|---|---|
| <input checked="" type="checkbox"/> City Administrator | <input type="checkbox"/> Library | <input type="checkbox"/> Benefits Committee |
| <input checked="" type="checkbox"/> City Attorney | <input type="checkbox"/> Mayor | <input checked="" type="checkbox"/> Streets |
| <input type="checkbox"/> City Clerk | <input checked="" type="checkbox"/> Planning | <input type="checkbox"/> Treasurer |
| <input checked="" type="checkbox"/> Building | <input checked="" type="checkbox"/> Police | _____ |
| <input checked="" type="checkbox"/> Engineer | <input checked="" type="checkbox"/> Public Works, Parks | _____ |
| <input checked="" type="checkbox"/> Fire Dept. | <input type="checkbox"/> P & Z Commission | _____ |

RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD:

Make a motion to approve Resolution No. 2013- 74 approving the contract for services with the Idaho Department of Building Safety and authorize the Mayor to sign.

ADMINISTRATIVE COMMENTS/APPROVAL:

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

ACTION OF THE CITY COUNCIL:

Date _____

City Clerk _____

FOLLOW-UP:

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

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

**CITY OF HAILEY
RESOLUTION NO. 2013-74**

**RESOLUTION OF THE CITY COUNCIL FOR THE CITY OF HAILEY
AUTHORIZING THE EXECUTION OF A CONTRACT FOR SERVICES WITH
IDAHO STATE DIVISION OF BUILDING SAFETY**

WHEREAS, the City of Hailey desires to enter into an agreement with Idaho State Division of Building Safety (DBS) under which DBS will perform building permit services to the City of Hailey.

WHEREAS, the City of Hailey and DBS have agreed to the terms and conditions of the Building Codes Services Agreement, a copy of which is attached hereto.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF HAILEY, IDAHO, that the City of Hailey approves the Building Codes Services Agreement between the City of Hailey and DBS and that the Council President is authorized to execute the attached Agreement,

Passed this 7th day of October, 2013.

City of Hailey

Don Keirn, Council President

ATTEST:

Mary Cone, City Clerk

BUILDING CODES SERVICES AGREEMENT
BETWEEN THE IDAHO DIVISION OF BUILDING SAFETY AND
THE CITY OF HAILEY

This BUILDING CODES SERVICES AGREEMENT BETWEEN THE IDAHO DIVISION OF BUILDING SAFETY AND THE CITY OF HAILEY (hereafter "Agreement") is made and entered into this _____ day of _____, 2013, by and between the Administrator of the Idaho Division of Building Safety or his duly authorized designee (hereafter "Division"), having its main office at 1090 East Watertower Street, Suite 150, Meridian, Idaho 83642 and the City of Hailey, Idaho, by and through its authorized representative (hereafter "City") having its main office at 115 Main Street South, Suite H, Hailey, ID 83333. The Division and the City may hereafter collectively be referred to as "Parties".

WITNESSETH:

WHEREAS, the Division is a self-governing agency of the State of Idaho having statutory authority over the enforcement and administration of building codes, as well as statutory authority to enter into contracts with a local jurisdiction for the purpose of performing inspection services pursuant to sections 67-2601A and 39-4107, Idaho Code; and

WHEREAS, the City is a incorporated entity created under the laws of the State of Idaho and granted the authority to adopt and enforce building codes pursuant to Idaho Code as well as granted the authority to enter into contracts with a public entity for the purpose of performing inspection services related to the administration of its municipal Building Codes enforcement program; and

WHEREAS, the City is desirous to exercise this authority and has determined that it is in the best interest of the City to enter in to a contract with the Division to provide for inspection services related to the administration of the City's Building Code Services, including inspection, plan review, permitting and enforcement of all building ordinances of the City's building program; and

WHEREAS, the Division, though its statutory authority and pursuant to the terms of this Agreement, has also determined that it is in the best interest of the Division to enter into such an Agreement with the City and intends to perform all necessary building code related services and to arrange for, monitor, supervise, and administer portions of the City's Building Codes Services; and

WHEREAS, the City, has authorized the Division to provide inspection services related to the administration of the City's Building Code Services program, including but not limited to the inspection, plan review, permitting and enforcement of all construction, improvement, extension or alteration and demolition of buildings, residences or structures, coming under the purview of the City's jurisdiction; and

WHEREAS, the Division intends the fees it charges under this Agreement are as provided in rules promulgated by the Idaho Building Code Board; and

WHEREAS, subject to the covenants and conditions set forth herein, the City and the Division desire to memorialize the contractual relationship between the parties in this Agreement;

NOW, THEREFORE, IN CONSIDERATION OF the mutual covenants and agreements contained herein, the Division and the City hereby agree and contract as follows:

1 DELEGATION OF AUTHORITY

1.1 The mission of the City's Department of Building Code Services is to protect the lives and safety of the residents and visitors of the City of Hailey, preserve the City's quality of life, and contribute to the City's economic development. These are accomplished through the implementation and enforcement of building codes as well as local and State laws pertaining to the construction of commercial, industrial, and residential buildings.

1.2 With this Agreement, the Division does hereby agree to provide inspection and plan review services related to the administration of the Building Code Services program of the City. The City does hereby grant the Division such power and authority within the City's jurisdiction and to serve as the building inspection department for the City and perform those responsibilities of the Building Inspector as identified in city code throughout the effective period of this Agreement.

1.3 Building Code Services program provided by the Division shall include all services for construction-related activities, including pre-development conferences, plan review, inspections, permit verification, delivery of Certificates of Occupancy and documentation of activity related to these services.

2 SCOPE OF SERVICES/ DIVISION RESPONSIBILITIES

2.1 The services to be performed by Division under this Agreement (hereafter "Services") include:

2.2 Division shall conduct building inspections as well as provide related Building Code Services for the City on property and at all buildings, commercial, residential and industrial within the jurisdictional boundaries of the City. Division shall enforce all rules and regulations under the various International Building Codes, and other applicable codes adopted by the City with any amendments as adopted by the City, and verify that all provisions of permitting required by the City pursuant to such uniform codes are observed. Furthermore, all inspections, plan reviews, enforcement and associated activities conducted by the Division pursuant to this Agreement shall be conducted in substantial accord with the standards recognized by the City as expressed in city code.

2.3 As used in this agreement, the terms "enforce" and/or "enforcement" is defined to include only the following activities by the Division: requiring that the appropriate City permit has been obtained; ensuring that inspection has been requested and subsequently performed; determining whether any building construction is done so in conformity with the adopted codes; identifying that no violation of any applicable construction code occurs; notice of any such violation to the permit holder and the City, and order correction of any such violation; and verifying that the City,

through its Clerk's Office has approved the issuance of a Certificate of Occupancy prior to the delivery of such.

2.4 Division shall provide inspection services, documenting all inspections, related to the administration of the Building Code Services program of the City, in accordance with applicable city ordinances. Division shall conduct inspections, provide notice of violations of the applicable standards to the holder of the permit; and otherwise carry out other related administrative duties and responsibilities that include, but are not limited to, scheduling inspections and appointments with the public, documenting all inspections and project tracking, making all public records readily available to the City Clerk, communicating the progress of all building and construction projects with the Community Development Director, and other administrative duties that may be necessary.

2.5 Division shall have use of office space in a designated area within Hailey City facilities. The Building Inspector designated by the Division shall enjoy access to all equipment and facilities available to city employees, including but not limited to phones, computers, copy machines, storage, and City equipment and facilities available and necessary to perform the designated duties. The City shall maintain ownership over all City equipment provided by the City and made available to the Division. The Division and its inspector shall maintain, at Division's expense, a cellular telephone with voice mail, and shall provide the telephone numbers thereof to the City for its use in administering this Agreement.

2.6 The Parties agree that the Division Building Inspector shall timely respond to calls of inquiry concerning Building Code Services from members of the public within one business day. Division inspector will be available to answer phone calls from customers of the City each business day from 8am to 12pm and from 1pm to 5pm.

2.7 The authorized Division Building Inspector shall determine a schedule of activities, including site visits and inspections. The Division inspector shall utilize the City's electronic calendar for scheduling inspections and make this calendar available to city employees. The Division Inspector shall be physically present in the office space designated for his use by the City each business day between the hours of 8am and 10am, unless other work for the City described in this agreement requires Division inspector to be elsewhere.

2.8 Division shall provide a vehicle for use by the Division Inspector. The Division will provide fuel and maintenance for such vehicle and retain liability for the vehicle and its use as set forth in Idaho law, including the Tort Claims Act set forth in Idaho Code title 6, chapter 9. Funding for the Division's liability is established under the Retained Risk Account managed by the Department of Administration, Division of Risk Management. Evidence of financial responsibility will be provided to the City upon request and will consist of a Certificate of Financial Responsibility.

2.9 Division Inspector shall keep the Community Development Director informed of the affairs and needs of the City and make reports if requested to the City and/or Council of such matters; and provide written notice of ordinance violations to the Community Development Director and/or City Administrator.

2.10 Division Inspector shall perform such general duties as requested by the City related to

the performance of and not inconsistent with this Agreement.

2.11 Division Building Inspector shall share relevant information related to inspection services with the City Clerk's Office upon request, as well as verify that City, through its Clerk's Office, has approved the issuance of a Certificate of Occupancy prior to the delivery of such.

2.12 To the fullest extent permitted by law Division shall make all building and construction plans submitted to the Division for review electronically accessible to the City's fire department for the purpose of protecting property as well as the health and safety of the public. Division shall allow the City's fire department access to its *Dox* plan review software system as it relates to plans within the scope of this agreement, as well as any related documents generated by the Division in the course of reviewing individual plans of buildings within the scope of this agreement.

2.13 To the fullest extent that it is able to do so Division shall provide permission to access individual plans maintained on its Project *Dox* plan review software system to those entities and individuals identified by the applicant of the building permit. There shall be no fee or cost to the City, architect, contractor(s), or any other party involved in a construction project necessitating a plan review imposed by the Division for accessing such ongoing plans.

2.14 Electronic building plans submitted to the Division for review shall be maintained on the Division's computer server, and Division shall ensure that only those individuals who have been authorized by the applicant of the building permit, as well as only those individuals within the Division with a need to do so will have access to such plans. Such access will be provided only by means of a password provided by the Division to parties as authorized by the applicant. Division further agrees to backup electronic plans submitted to it on a daily basis and store them in a secure location offsite.

2.15 At all times throughout the term of this Agreement, Division Inspector(s) shall be sufficiently qualified to provide services in the manner established by this provision and all provisions of this Agreement. Specifically, without limitation, Division Inspector(s) assigned to perform inspection activities pursuant to this agreement shall be in good standing with all relevant licensing and/or certifying authorities.

2.15.1 Division inspectors assigned to perform commercial and residential building inspections shall possess an International Code Council (ICC) Building Inspector certificate or International Code Council (ICC) Plans Examiner Certificate.

2.15.2 Division inspectors assigned to perform residential plans review shall possess an International Code Council (ICC) Building Inspector Certificate or International Code Council (ICC) Plans Examiner Certificate.

2.15.3 Division inspectors assigned to perform commercial plans review shall possess an International Code Council (ICC) Plans Examiner Certificate.

2.16 Division agrees to make non-binding recommendations and provide professional guidance concerning amendments or modification to the applicable building codes or City ordinances addressing such codes in accordance with State Law.

3 SCOPE OF SERVICES/ CITY RESPONSIBILITIES

3.1 A City employee shall work as staff with the Division and help coordinate Building Code Services with developers, residents, and other interested persons.

3.2 City shall be responsible for acting in accordance with its own processes regarding applications for inspections or permits, permit issuance, collection of inspection or permit fees, and any other administrative duties not assigned to the Division in this agreement. The contractor(s) identified on the permit will be instructed by the City to contact the Division Inspector directly to notify him of the need for an inspection. Upon such notification by a contractor, the Division Inspector shall schedule and conduct the inspection in accordance with his schedule. If a permit other than a building permit is required, City shall, as soon as possible following the issuance thereof, furnish to the Division a copy of the related permit(s) with the identification of the contractor(s) performing the work to be inspected. The Division Inspector shall inform contractor(s) and other city officials when inspections not under the authority of the Division Inspector are requested of the Division Inspector.

3.3 Revenue Allocation.

3.3.1 Fee amounts pertaining to Building Code Services, as established by City Code, shall be collected by the City. Division shall be entitled to the following shares of building permit and plan review fee revenues collected by City in accordance with that portion of the fee schedule set forth in Hailey Municipal Code §§15.08.020(E)(1) and (2) on the date of the application for a building permit:

Sixty-five percent (65%) of all commercial and residential building permit fees collected by the City each month under Hailey Municipal Code §15.08.020(E)(1) ("Building Permit Fee").

Sixty-five percent (65%) of all commercial and residential building plan review fees collected by the City each month under Hailey Municipal Code §15.08.020(E)(2) ("Plan Review Fee"). All other fees collected by City in accordance with the fee schedule adopted by the City on the effective date of this agreement shall be retained by City. The city shall not remit payment of the allocated share nor shall the Division be entitled to compensation in advance of the schedule set forth herein.

3.3.2 Notwithstanding any fees paid to the Division in accordance with its allocated share identified above, the parties agree that the Division shall be guaranteed at least the amount of fifteen thousand dollars (\$15,000) as minimum compensation for all services provided pursuant to, and through the term of, this Agreement. Should the total of all monthly remittances of fees to the Division over the term of this Agreement amount to less than fifteen thousand dollars (\$15,000), the difference shall be payable by the City to the Division on October 1, 2014.

3.3.3 The entirety of each Plan Review Fee owed to the Division in accordance with its allocated share shall be remitted to the Division no later than the twenty-fifth (25th) day of the month following the issuance of the building permit.

3.3.4 The City shall remit to the Division fifty percent (50%) of the Division's share of each Building Permit Fee no later than the twenty-fifth (25th) day of the month following the issuance of the building permit. The City shall remit to the Division the remaining fifty percent (50%) of the Division's share of each Building Permit Fee no later than the twenty-fifth (25th) day of the month following the Division's performance of the final inspection for the building permit.

3.4 City shall tender receipts to persons and parties whom pay with cash and check. The amounts of the permits and fees so collected by the City shall be collected and then paid to Division, either in person or by means of the mail at the identified Division address.

3.5 The receipts shall have the logo of the City printed on them. City shall maintain an acceptable accounting of all monies collected for the service provided by Division as City Building Inspector and readily provide Division a full accounting of services upon request.

3.6 City agrees to provide permit application forms and inspection stickers to Division Inspector.

3.7 City agrees to provide notice to Division of any amendments or modification to the applicable building codes or City ordinances adopting such codes.

4 TERMINATION

4.1 This Agreement shall remain in effect until as provided herein. Either party may terminate this Agreement pursuant to this section. Parties may terminate this Agreement by providing thirty (30) days written notice to the other party if at any time: (1) the other party is in material breach of any warranty, term, condition, covenant, or obligation under the Agreement; (2) judicial interpretation of federal or state laws, regulations, or rules renders fulfillment of the Agreement infeasible or impossible; or, (3) the other party fails to comply with any material and applicable law, regulation, or rule.

4.2 Either party may terminate this Agreement without cause upon ninety (90) days prior written notice to the other party. In the event the Agreement is terminated under this Section 4.2, Division shall only be entitled to compensation for the services performed under this Agreement up to the effective date of termination. In determining the compensation to be paid, the parties shall a) determine the time previously incurred to perform the services for any plan review or building inspection, b) estimate the time necessary to perform the services for any outstanding plan review or building inspection, and c) based on the actual time incurred and the estimated time to perform for any plan review or building inspection, calculate a percentage of work performed for plan review or building inspection. For work required to be performed for plan review following termination under this Section 4.2, the Division shall be paid the percentage of the work performed for Plan Review Fee on the twenty-fifth (25th) day of the month following the effective date of termination. For work required to be performed for building inspection following termination under this Section 4.2, the Division shall be paid the percentage of the work performed for the Building Permit Fee on the twenty-fifth (25th) day of the month following the effective date of termination, or in the event the amount of the percentage of the work performed for the Building Permit Fee is less than the first 50% payment made to the Division under Section 3.3.4 of this Agreement, the Division shall reimburse the City the difference

between the first 50% payment and the percentage of the work performed for the Building Permit Fee. The Division shall be responsible to deliver all records produced during the term of this Agreement to the City prior to the effective date of the termination of this Agreement.

5 PERIOD OF PERFORMANCE

5.1 This Agreement shall become effective immediately upon the approval of the Hailey City Council or the date of the last signature set forth below, whichever event occurs last, and shall remain in effect until October 1, 2014 or until an earlier termination as provided above in Section 4.

5.2 This Agreement shall be considered automatically renewed for successive one (1) year periods hereafter unless terminated earlier by either party in the form and manner set forth in Section 4.

6 DEFAULT

6.1 In the event that either party defaults in their performance of any material term or provision of this Agreement, the party not in default may terminate this Agreement and pursue any available remedies.

7 LIABILITY TO THIRD PARTIES

7.1 City and Division each shall be responsible only for the acts, omissions or negligence of its own officers, employees or agents. Nothing in this Agreement shall extend the responsibility or liability of either City or Division beyond that required by the Idaho Tort Claims Act. Each party shall defend itself against any claims that arise solely from wrongful acts, omissions or negligence of its officers, employees, or agents in the course of the performance of this Agreement, but does not assume responsibility for the acts, omissions or negligence of the other party or the other party's officials, employees, agents and volunteers. Each party shall promptly notify the other party of any claim arising under this Agreement and shall cooperate fully with the defending party or its representatives in the defense of such claims.

7.2 Nothing in this Agreement shall be deemed to subject the Division or the City to suit by persons not party to this Agreement. The Agreement is intended solely to facilitate intergovernmental cooperation among the Parties and does not create any right in other persons to seek administrative or judicial enforcement of provisions herein. Any actions by persons not party hereto maintained against the Division or the City or their officers, employees and agents for activities conducted pursuant to this Agreement shall be subject to, and controlled solely by, the Idaho constitution and its statutes and administrative regulations and City Code as applicable.

8 MISCELLANEOUS

8.1 Governing Law. The validity, construction and performance of this Agreement and all disputes between the parties arising out of this Agreement or as to any matters related to but not covered by this Agreement shall be governed by the laws, without regard to the laws as to choice or conflict of laws, of the State of Idaho.

8.2 Venue, Jurisdiction and Process. The parties agree that any proceeding arising out of this Agreement or for the interpretation, performance or breach of this Agreement, shall be instituted in Blaine County, Idaho where the City is located, and each party irrevocably submits to the jurisdiction of such proceeding and waives any and all objections to jurisdiction or venue that it may have otherwise.

8.3 Assignment. The Division may not subcontract or assign its rights (including the right to compensation) or duties arising hereunder without the prior written consent of the City. Any subcontractor or assignee will be bound by all of the terms and conditions of this contract.

8.4 Binding Effect. The provisions of this Agreement shall bind and inure to the benefit of the parties and their respective successors and permitted assigns.

8.5 Parties in Interest. Nothing in this Agreement, expressed or implied, is intended to confer on any person or entity other than the parties, any right or remedy under or by reason of this Agreement.

8.6 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute a single agreement.

8.7 Severability. The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions, and this Agreement shall be construed in all respects as if any invalid or unenforceable provision were omitted.

8.8 Preparation of Agreement. All provisions of this Agreement have been subject to full and careful review by and negotiation between Division and City. Each party has availed itself of such legal advice and counsel as it, respectively, has deemed appropriate. The parties hereto agree that neither one of them shall be deemed to be the drafter or author of this Agreement, and in the event this Agreement is subject to interpretation or construction by a court of law or panel of arbitration, such court or panel shall not construe this Agreement or any portion hereof against either party as the drafter of this Agreement.

8.9 Reservation of Rights. Each Party reserves all rights, powers and remedies now or hereafter existing in law or in equity, by statute or otherwise. Nothing in this Agreement is or shall be construed to be a waiver of such rights. The Agreement is intended solely to facilitate intergovernmental cooperation among the parties and does not create any right to seek administrative or judicial enforcement of provisions herein.

8.10 Entire Agreement and Modification. This Agreement embodies the entire agreement and understanding between the parties pertaining to the subject matter of this Agreement, and supersedes all prior agreements, understandings, negotiations, representations, and discussions, whether verbal or written, of the parties pertaining to that subject matter. The Agreement may not be changed, amended, or superseded unless by means of writing executed by both Parties hereto.

8.11 Sufficient Appropriation. By signing this Agreement, both parties understand and agree that the Division and the City are governmental entities. The Division is able to provide the services identified in this Agreement through its authority to contract as granted by the State of

Idaho. The City is able to contract for Building Code Services also through its authority to enter into contracts. This Agreement shall in no way or manner be construed so as to bind or obligate the Division, the City of Hailey or the State of Idaho beyond the term of any particular appropriation of funds by the Idaho Legislature or Hailey City Council as may exist from time to time. Each party reserves the right to terminate the Agreement if, in its sole judgment, the legislature of the State of Idaho or the Hailey City Council, as the case may be, fails, neglects, or refuses to appropriate sufficient funds as may be required for the Division or City to continue their required performance under the Agreement. Any such termination shall take effect on ninety (90) days prior notice and be otherwise effective as provided in this Agreement.

8.12 State's Insurance. The Division of Building Safety is a State of Idaho agency and provides liability coverage for public liability, personal injury, death, and property damage through the Risk Management Program established under Idaho Code section 67-5776, which is funded and in effect subject to limitation on liability of the Tort Claims Act, Idaho Code sections 6-901 et seq.

8.13 Records. All records, including those of costs, reimbursable expenses, and payments shall be kept on a generally recognized accounting basis and shall be available to the other Party at all times and shall be maintained in accordance with relevant standards.

8.14 Public Records. Division acknowledges that all records containing information relating to the actual performance of this Agreement and services provided hereunder prepared, owned, used or retained by it are public records and as such are subject to City's records retention schedule and/or the Idaho public records act. Division shall, upon request and within two (2) working days of such request, provide requested information or records to the City Clerk's Office where such information is maintained by Contractor in a location or format not readily accessible by City. Division shall, upon request, prepare and provide to City all data collected and/or reports prepared regarding services conducted under this Agreement.

8.15 Survival. All provisions of this Agreement which contain continuing obligations shall survive its expiration or termination.

8.16 Voluntary. The Parties hereby acknowledge that they have entered into this Agreement knowingly, voluntarily and without threats or promises in any form or nature whatsoever.

8.17 Notice. Any notice or payment contemplated by this Agreement shall be made in writing to the Parties at the addresses noted herein. It shall be the responsibility of each Party to provide timely notice of changes of address.

To the Division at: 1090 E. Watertower Street
Meridian, ID 83642

To the City at: 115 Main Street South, Suite H,
Hailey, ID 83333

IN WITNESS WHEREOF the parties cause this agreement to be executed as of the day and year first above.

DIVISION OF BUILDING SAFETY:
C. Kelly Pearce, Administrator

CITY OF Hailey:
Fritz Haemmerle, City of Hailey Mayor

By: _____

By: _____

Date: _____

Date: _____

AGENDA ITEM SUMMARY

DATE: 10/7/13 DEPARTMENT: PW - Water DEPT. HEAD SIGNATURE: 

SUBJECT: Motion to approve Resolution 2013-75 authorizing easements with Idaho Power for utility services to the irrigation wells at Lions and Heagle Parks

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

BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:

Idaho Power requires an easement to provide power to the two new wells being drilled at Lions & Heagle Parks. Attached are the easement descriptions and maps for this work.

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

ACKNOWLEDGEMENT BY OTHER AFFECTED CITY DEPARTMENTS: (IF APPLICABLE)

- | | | |
|---|--|---|
| <input type="checkbox"/> City Administrator | <input type="checkbox"/> Library | <input type="checkbox"/> Benefits Committee |
| <input type="checkbox"/> City Attorney | <input type="checkbox"/> Mayor | <input type="checkbox"/> Streets |
| <input type="checkbox"/> City Clerk | <input type="checkbox"/> Planning | <input type="checkbox"/> Treasurer |
| <input type="checkbox"/> Building | <input type="checkbox"/> Police | _____ |
| <input type="checkbox"/> Engineer | <input type="checkbox"/> Public Works, Parks | _____ |
| <input type="checkbox"/> Fire Dept. | <input type="checkbox"/> P & Z Commission | _____ |

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./Agrmt./Order Originals: Record
Copies (all info.): _____
Instrument # _____

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

**CITY OF HAILEY
RESOLUTION NO. 2013-75**

**RESOLUTION OF THE CITY COUNCIL FOR THE CITY OF HAILEY
AUTHORIZING THE EXECUTION OF AN EASEMENT FOR UTILITY SERVICES TO
IDAHO POWER COMPANY IN LIONS AND HEAGLE PARKS.**

WHEREAS, the City of Hailey owns the properties known as Lions Park and Heagle Park and

WHEREAS, the City of Hailey wishes to install irrigation wells at each of these parks;
and

WHEREAS, Idaho Power Company seeks an easement from the City of Hailey to install its utility service to the wells'

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF HAILEY, IDAHO, that the City of Hailey approves the attached Easements for utility services, a copy of which is attached hereto, and that Don Keim, City Council President, be authorized to execute the Easement and its associate documents.

Passed this 7th day of October , 2013.

City of Hailey

Don Keim, Council President

ATTEST:

Mary Cone, City Clerk

EXHIBIT A
Legal Description for
IDAHO POWER COMPANY
Work Order No. 27388315
Parcel No. RPH04200000000
Heagle Park
City of Hailey

A parcel of land located in Section 16, Township 2 North, Range 18 East of the Boise Meridian, City of Hailey, Blaine County, Idaho, and more particularly described as follows:

Commencing at the Northeast corner of Lot 4, Block 8, Della View Subdivision, as recorded under Instrument No. 137447, Records of Blaine County, Idaho;

thence traveling along the Southern Right of Way of War Eagle Drive southeasterly along a curve, through a central angle of $14^{\circ}00'00''$, a radius of 250.00 feet, an arc length of 61.09 feet and a chord bearing of South $74^{\circ}00'00''$ East, 60.93 feet,

thence continuing along said Right of Way South $81^{\circ}00'00''$ East, 52.10 feet to the **POINT OF BEGINNING**;

thence South $81^{\circ}00'00''$ East, 20.00 feet;

thence South $09^{\circ}00'00''$ West, 80.00 feet;

thence North $81^{\circ}00'00''$ West, 20.00 feet;

thence North $09^{\circ}00'00''$ East, 80.00 feet to the **POINT OF BEGINNING**.

Said parcel of land contains 1600 square feet, more or less, and as shown on the exhibit map attached hereto.

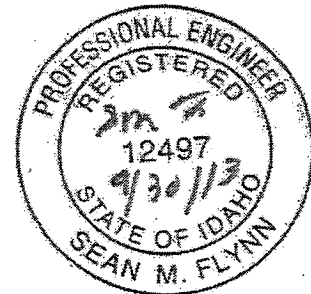


EXHIBIT B

LOT 5
BLOCK 7
DELLA VIEW
SUBDIVISION

LOT 4
BLOCK 7
DELLA VIEW
SUBDIVISION

WAR EAGLE DRIVE

NORTHEAST CORNER OF
LOT 4, BLOCK 8
DELLA VIEW
SUBDIVISION

LOT 4
BLOCK 8
DELLA VIEW
SUBDIVISION

C1

BASIS OF BEARINGS
S81°00'00"E
52.10'

S81°00'00"E
20.00'

POINT OF
BEGINNING

CITY OF HAILEY
HEAGLE PARK

TRANSFORMER
PAD

N09°00'00"E
80.00'

S09°00'00"W
80.00'

N81°00'00"W
20.00'

GRAPHIC SCALE

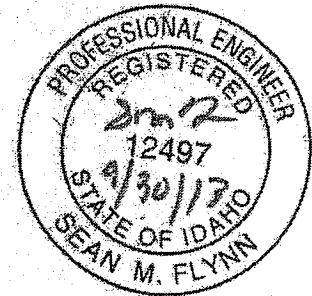
1 inch = 30 ft.

CURVE TABLE

CURVE	LENGTH	RADIUS	TANGENT	DELTA	CHORD	CHORD DIRECTION
C1	61.09'	250.00'	30.70'	14°00'00"	60.93'	S 74°00'00" E

LEGEND

- PROPERTY LINE
- ADJOINERS LOT LINE
- RIGHT OF WAY CENTERLINE
- PROPOSED EASEMENT LINE



REUSE OF DRAWINGS
These drawings or any portion thereof, shall not be used on any project or extension of this Project except by agreement in writing with Galena Engineering, Inc.

Galena Engineering Inc.
Civil Engineers & Land Surveyors
840 Second Avenue North
P.O. Box 428
Ketchum, Idaho 83340
(208) 728-4720
(208) 728-4783 Fax
email galena@galena-engineering.com

AN EXHIBIT MAP SHOWING AN IDAHO POWER EASEMENT
CITY OF HAILEY HEAGLE PARK
WITHIN SECTION 16, T2N, R18E, B.M., CITY OF KETCHUM, BLAINE COUNTY, IDAHO
PREPARED FOR THE IDAHO POWER COMPANY

PROJECT INFORMATION
P:\edskproj\8922\dwg\Boundary-Plat\8922_IPCO easement.dwg 9/30/2013 12:16:48 PM MDT

SHT 1 OF 1

EXHIBIT A
Legal Description for
IDAHO POWER COMPANY
Work Order No. 27388313
Parcel No. RP02N180092900
Lion's Park
City of Hailey

A parcel of land located in Section 9, Township 2 North, Range 18 East of the Boise Meridian, Blaine County, Idaho, and more particularly described as follows:

Commencing at the Northeast corner of Lot 4, Croy Canyon Ranch Subdivision No. 1, as recorded under Instrument No. 538769, Records of Blaine County, Idaho, said point bears North 00°24'10" East, 48.72 feet from a 5/8" rebar being an angle point on the easterly boundary of said Lot 4, said point being the POINT OF BEGINNING;

thence North 47°23'52" East, 20.51 feet;

thence South 00°24'10" West, 80.98 feet;

thence South 11°07'35" East, 14.27 feet;

thence South 78°52'25" West, 10.97 feet;

thence North 11°15'21" West, 35.17 feet;

thence North 00°24'10" East, 48.72 feet to the POINT OF BEGINNING.

Said parcel of land contains 1244 square feet, more or less, and as shown on the exhibit map attached hereto.

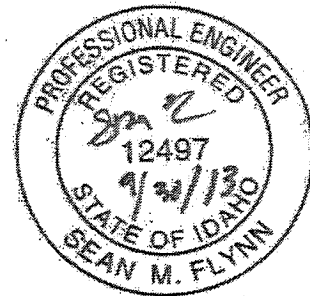
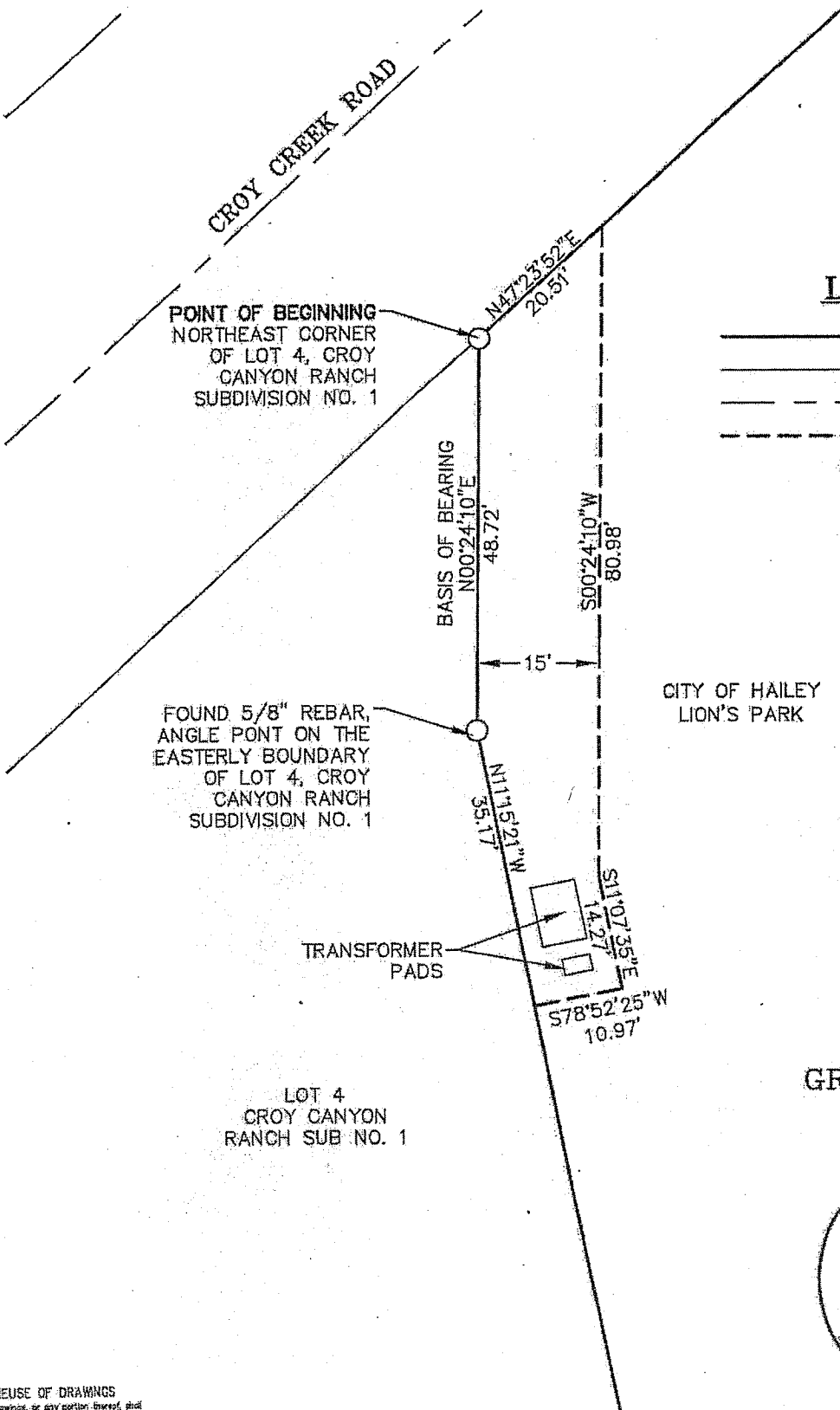


EXHIBIT B



REUSE OF DRAWINGS
 These drawings or any portion thereof, shall not be used for any Project or extension of this Project except by agreement in writing with Galena Engineering, Inc.


Galena Engineering Inc.
 Civil Engineers & Land Surveyors
 800 Second Avenue North
 P.O. Box 426
 Ketchum, Idaho 83340
 (208) 728-4728
 (208) 728-4783 fax
 email galena@galena-engineering.com

AN EXHIBIT MAP SHOWING AN IDAHO POWER EASEMENT
CITY OF HAILEY LION'S PARK
 WITHIN SECTION 9, T2N, R18E, B.M., CITY OF KETCHUM, BLAINE COUNTY, IDAHO
 PREPARED FOR THE IDAHO POWER COMPANY

PROJECT INFORMATION
 P:\edw\prof\6922\dwg\Boundary-Plot\6922_IPCO_ easement.dwg 9/30/2013 11:05:21 AM MDT

SHT 1 OF 1

AGENDA ITEM SUMMARY

DATE: 10/7/13 DEPARTMENT: PW DEPT. HEAD SIGNATURE: 

SUBJECT: Motion to approve Resolution 2013-76, authorizing a contract with Bahama Blue, Inc. DBA Clearwater Landscaping for installing irrigation and landscaping at the Fox Acres roundabout at a cost of \$46,353.27 subject to final approval by FHWA.

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

BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:

Bids for providing irrigation and landscaping at the Fox Acres roundabout were requested from 5 local landscape companies. Three bids were received with a range of \$46,353.27 - \$49,445. An evaluation of the bids was conducted with the low bidder being Clearwater Landscaping. Installation will take place both this fall for site preparation and next spring for final planting by May 30.

Signing of the contract is dependent on final approval from FHWA.

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

ACKNOWLEDGEMENT BY OTHER AFFECTED CITY DEPARTMENTS: (IF APPLICABLE)

- | | | |
|---|--|---|
| <input type="checkbox"/> City Administrator | <input type="checkbox"/> Library | <input type="checkbox"/> Benefits Committee |
| <input type="checkbox"/> City Attorney | <input type="checkbox"/> Mayor | <input type="checkbox"/> Streets |
| <input type="checkbox"/> City Clerk | <input type="checkbox"/> Planning | <input type="checkbox"/> Treasurer |
| <input type="checkbox"/> Building | <input type="checkbox"/> Police | _____ |
| <input type="checkbox"/> Engineer | <input type="checkbox"/> Public Works, Parks | _____ |
| <input type="checkbox"/> Fire Dept. | <input type="checkbox"/> P & Z Commission | _____ |

RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD:

Motion to approve Resolution 2013-76, authorizing a contract with Bahama Blue, Inc. DBA Clearwater Landscaping for installing irrigation and landscaping at the Fox Acres roundabout at a cost of \$46,353.27 subject to final approval by FHWA.

ADMINISTRATIVE COMMENTS/APPROVAL:

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

ACTION OF THE CITY COUNCIL:

Date _____

City Clerk _____

FOLLOW-UP:

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

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

**CITY OF HAILEY
RESOLUTION NO. 2013-76**

**RESOLUTION OF THE CITY COUNCIL AUTHORIZING THE EXECUTION OF A
CONTRACT FOR INSTALLATION OF IRRIGATION AND LANDSCAPING AT THE
FOX ACRES ROUNDABOUT WITH BAHAMA BLUE, INC. DBA CLEARWATER
LANDSCAPING.**

WHEREAS, the City of Hailey desires to enter into an agreement with Bahama Blue Inc. DBA Clearwater Landscaping for installation of Irrigation and landscaping at the Fox Acres roundabout;

WHEREAS, the City of Hailey and Bahama Blue Inc. DBA Clearwater Landscaping have agreed to the terms and conditions of the Agreement for Fox Acres Roundabout Irrigation and Landscaping, copy of which is attached hereto,

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF HAILEY, IDAHO, that the City of Hailey approves the Agreement between the City of Hailey and Bahama Blue Inc. DBA Clearwater Landscaping and that the Council President is authorized to execute the attached Agreements,

Passed this 7th day of October, 2013.

City of Hailey

Don Keirn, Council President

ATTEST:

Mary Cone, City Clerk

**AGREEMENT
BETWEEN OWNER AND CONTRACTOR
FOR CONSTRUCTION CONTRACT (STIPULATED PRICE)**

THIS AGREEMENT is by and between City of Hailey ("OWNER") and
Bahama Blue, Inc. DBA Clearwater Landscaping ("Contractor")

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 work consists of the installation of an irrigation system and providing topsoil, mulch and plantings for the roundabout located at Fox Acres Rd and Woodside Blvd.

The Work is to be completed in 2013.

ARTICLE 2 - THE PROJECT

1.02 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 Boulevard Roundabout Landscape Construction

ARTICLE 3 - ENGINEER

3.01 The Project has been designed by the City of Hailey and Kathy Noble & Associates

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 *Days to Achieve Substantial Completion and Final Payment*

A. The Work will be completed on or before the dates outlined in 4.02 B and 4.02 C below and ready for final payment in accordance with Paragraph 14.07 of the General Conditions.

B. The Work is to be completed in 2013.

4.03 *Liquidated Damages*

A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above 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 according to the following schedule:

1. For each day that expires after the time specified in Paragraph 4.02. the Contractor shall pay Owner **\$200.00 per day** until the Work is substantially complete.

After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times or any proper extension thereof granted by Owner, Contractor shall pay Owner the amount specified in Paragraph 4.03.A.1. for each day that expires after the time specified in Paragraph 4.02 above 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~~ not to exceed the sum of the amounts determined pursuant to Paragraphs 5.01.A below:

- A. For all Work, at the prices stated in Contractor's Bid, attached hereto as an exhibit:

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 **30th** day of each month during performance of the Work as provided in Paragraph 6.02.A.1 below. All such payments will be measured by the schedule of values established as provided 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, including but not limited to liquidated damages, in accordance with Paragraph 14.02 of the General Conditions.

- a. **95** percent (95%) of Work completed (with the balance being retainage).
and
 - b. **90** percent (90%) of cost of materials and equipment not incorporated in the Work (with the balance being retainage).
- B. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to **95** percent (95%) of the Work completed, less such amounts as Engineer shall determine in accordance with Paragraph 14.02.B.5 of the General Conditions and less **100** percent (100%) of Engineer's estimate of the value of Work to be completed or corrected as shown on the tentative list of items to be completed or corrected attached to the certificate of Substantial Completion. If, at substantial completion, the character and progress of the work has been satisfactory, the OWNER may, at the OWNER'S sole discretion, reduce the amount of retainage being held.

6.03 *Final Payment*

- A. Upon final completion and acceptance of the Work in accordance with Paragraph 14.07 of the General Conditions, Owner shall pay the remainder of the Contract Price as recommended by Engineer as provided in said Paragraph 14.07.

ARTICLE 7 – INTEREST

- 7.01 All moneys not paid when due as provided in Article 14 of the General Conditions shall bear interest at the rate of **8** percent (8%) per annum. Interest will not be paid on retainage.

ARTICLE 8 – CONTRACTOR'S REPRESENTATIONS

- 8.01 In order to induce Owner to enter into this Agreement, Contractor makes the following representations:
- A. Contractor has examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents.
 - B. Contractor has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
 - C. Contractor is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work.

Contractor has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site (except

Underground Facilities), if any, that have been identified in Paragraph SC-4.02 of the Supplementary Conditions as containing reliable "technical data," and (2) reports and drawings of Hazardous Environmental Conditions, if any, at the Site that have been identified in Paragraph SC-4.06 of the Supplementary Conditions as containing reliable "technical data."

- D. Contractor has considered the information known to Contractor; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, including any specific means, methods, techniques, sequences, and procedures of construction expressly required by the Contract Documents; and (3) Contractor's safety precautions and programs.
- E. Based on the information and observations referred to in Paragraph 8.01.ED above, Contractor does not consider that 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 given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
- H. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
- I. The Contractor is an appropriately licensed public works contractor per Section 54-1902 (Idaho Code).
- J. Contractor shall comply with all Laws and Regulations applicable to the performance of the Work. Except where otherwise expressly required by applicable Laws and Regulations, neither Owner nor Engineer shall be responsible for monitoring Contractor's compliance with any Laws or Regulations.

ARTICLE 9 – CONTRACT DOCUMENTS

9.01 Contents

- A. The Contract Documents consist of the following:
 - 1. This Agreement (Document 00520, inclusive).

2. Performance bond (Document 00610, inclusive).
3. Payment bond (Document 00615, inclusive).
4. General Conditions – Division 100 of the Idaho Standards for Public Works Construction 2010 (not attached).
5. Standard Specifications and Standard Drawings – Idaho Standards for Public Works Construction 2010 (not attached).
6. Drawings bearing the following general title: Fox Roundabout dated August, 2013
7. Addenda (numbers 1, inclusive).
8. Exhibits to this Agreement (enumerated as follows):
 - a. Contractor's Bid (Bidder's checklist Document 00040, inclusive).
 - b. Documentation submitted by Contractor prior to Notice of Award (Document 00510, inclusive).
9. The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:
 - a. Notice to Proceed (Document 00550, inclusive).
 - b. Work Change Directives.
 - c. Change Orders.
- 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 3.04 of the General Conditions.

ARTICLE 10 – MISCELLANEOUS

10.01 *Terms*

- A. Terms used in this Agreement will have the meanings stated in the General Conditions and the Supplementary 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 may be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

10.05 *Contractor's Certifications*

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 10.05:
 - 1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process or in the Contract execution;
 - 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
 - 3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner; a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
 - 4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

ARTICLE 11 – DAVIS BACON AND RELATED ACTS (GENERAL WAGE DECISION)

The Contractor will be required to pay not less than the minimum wage rates of "General Decision Number: ID130077 08/23/2013 ID77 determined by the Secretary of Labor for the

project, as set out in the advertised specifications and Bid proposal. Such rates will be made a part of the contract covering the project. The Fair Labor Standards Act of 1938 (U.S.C.A. Title 29, Paragraphs 201-219, Chapter 8) shall apply in the employment of labor for this project.

General Wage Decision Number: ID130077 is part of this agreement and is attached.

ARTICLE 12 – BUY AMERICA

All steel or iron materials permanently incorporated into the work shall have been produced in the United States. All manufacturing processes for these materials including the application of coatings for such materials must occur in the United States. Coating includes all processes which protect or enhance the value of the material to which the coating is applied.

Certifications which document that steel and iron have been manufactured and that coatings for iron or steel have been applied in the United States shall be provided to the Contractor by the manufacturer. The Contractor shall provide the required certifications to the Engineer prior to incorporating these materials into the work. Certification shall extend to materials utilized in manufactured and fabricated products purchased by the Contractor.

Certifications shall conform to the requirements of Subsection 106.04 of the Idaho Transportation Department Standard Specifications for Highway Construction printed here:

106.04 Certification of Materials. *Certain materials may be accepted on the basis of the manufacturer's or fabricator's certification in a form acceptable to the Engineer signed by a person in responsible charge that the material was manufactured in accordance with and meets specification requirements.*

The manufacturer's certification will not preclude the sampling and testing of the material, or its final acceptance or rejection on the basis of the test results.

For materials indicated to be accepted by certification, the certificates and any required backup documentation such as mill reports shall be furnished with each shipment delivered to the work; and the type and quantity of certified material in the shipment must be clearly identified in the documentations.

Small quantities of foreign manufactured material will be permitted so long as their total cost does not exceed 0.1% of the total contract amount or \$2,500 whichever is greater.

Should foreign steel, iron, or applied coatings for iron or steel in excess of the quantities allowed herein become incorporated into the work, the Contractor shall remove such materials in excess of the allowable maximum and replace them with materials complying with these specifications at no increased cost to the Owner.

ARTICLE 13 – FHWA 1273 REQUIREMENTS

Form FHWA-1273 requirements are a part of this agreement and are attached.

ARTICLE 14 – FHWA 1273 MODIFICATION

On Page 5, Part V 2b, employee social security number and address shall not be contained in payrolls. On Page 5 delete Part VI. Completion of FHWA-47 is no longer required.

ARTICLE 15 – EEO SPECIAL PROVISIONS

DISADVANTAGED BUSINESS ENTERPRISE SPECIAL PROVISIONS FOR RACE/GENDER-CONSCIOUS PROJECTS

EEO Special Provisions and Disadvantaged Business Enterprise Special Provisions for Race/Gender-Conscious Projects are a part of this agreement and are attached.

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement. Counterparts have been delivered to Owner and Contractor. All portions of the Contract Documents have been signed or have been identified by Owner and Contractor or on their behalf.

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

OWNER:

City of Hailey _____

By: _____

Title: Mayor _____

Attest: _____

Title: City Clerk _____

Address for giving notices:

115 Main St S. _____

Hailey, ID 83333 _____

(If Owner is a corporation, attach evidence of authority to sign. If Owner is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of this Agreement.)

CONTRACTOR

By: _____

Title: _____

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

Attest: _____

Title: _____

Address for giving notices:

Idaho Public Works

Contractors License No.: _____

Agent for service of process:



Award Winning Design, Installation, and Service
Owned and operated by Matt Hoskins

City of Hailey

2013 Woodside Boulevard Roundabout
Landscape Construction

Bid Submission

CITY OF HAILEY

WOODSIDE BOULEVARD ROUNDABOUT
LANDSCAPE CONSTRUCTION

BID FORM

ARTICLE 1 - BID RECIPIENT

1.01 This Bid is submitted to:

City of Hailey
115 Main Street South, Suite H
Hailey, ID 83333

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

ARTICLE 2 - BIDDER'S ACKNOWLEDGEMENTS

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

ARTICLE 3 - BIDDER'S REPRESENTATIONS

3.01 In submitting this Bid, Bidder represents that:

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

<u>Addendum No.</u>	<u>Addendum Date</u>
<u>1</u>	<u>9-26-13</u> <i>OXLOD</i>
<u> </u>	<u> </u>
<u> </u>	<u> </u>

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

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

- D. Bidder has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities) that have been identified in SC-4.02 as containing reliable "technical data," and (2) reports and drawings of Hazardous Environmental Conditions, if any, at the Site that have been identified in SC-4.06 as containing reliable "technical data."
- E. Bidder has considered the information known to Bidder; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and the Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, including applying the specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents; and (3) Bidder's safety precautions and programs.
- F. Based on the information and observations referred to in Paragraph 3.01.E above, Bidder does not consider that further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price(s) bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents.
- G. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
- H. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and the written resolution thereof by Engineer is acceptable to Bidder.
- I. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work for which this Bid is submitted.

ARTICLE 4 - BIDDER'S CERTIFICATION

4.01 Bidder certifies that:

- A. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation;
- B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;
- C. Bidder has not solicited or induced any individual or entity to refrain from bidding;

- D. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 4.01.D:
1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process;
 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
 3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels; and
 4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.
- E. Bidder proposes to furnish the material and perform the work described in the proposal in accordance with FHWA-1273 Federal Aid Contract Provisions, Civil Rights Special Provisions and the General Wage Decision.

ARTICLE 5 - BASIS OF BID

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

BASE BID SCHEDULE: WOODSIDE BOULEVARD RECONSTRUCTION

<u>Item Description</u>	<u>Est. Quantity</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Total Price</u>
-------------------------	----------------------	-------------	-------------------	--------------------

DIVISION 200 - EARTHWORK

Clearing, Grubbing, Weed Removal.	1	LS	\$2,802.20	\$2,802.20
2" Drain Rock	1,600	SF	\$.78	\$1,248.00
Topsoil	155	CY	\$105.67	\$16,378.85
5" Mulch – soil pep or eco compost	20	CY	\$211.11	\$4,222.20
Subtotal				\$24,651.25

DIVISION 600 – DRAINS

Drain, 24-inch Dia. (Including Drain Rock & Cover)	1	EA	\$1,344.00	\$1,344.00
Subtotal				\$1,344.00

DIVISION 900 – PRESSURE IRRIGATION

Furnish & Install Controller – Hunter Node-400 4 Station Solar w/Battery Back-up w/o Controller	1	EA	\$1,033.20	\$1,033.20
1-1/2" Poly pipe mainline	70	LF	\$3.87	\$270.90
3/4 " pressure compensating netifin drip line – 1' Spacing	2,000	LF	\$1.48	\$2,960.00
Valve – Hunter 458200 DC Latching Solenoid for all Plastic Valves	4	EA	\$92.25	\$369.00
Valve – Hunter PGV – 100 – JT – MB 1" Jar Top Male X Barb w/o Flow control	4	EA	\$73.80	\$295.20
Subtotal				\$4,928.30

DIVISION 2000 – LANDSCAPE

COTTONEASTER	2	EA	\$45.25	\$90.50
AMENLANCHIER alnifolia 'REGENT' – Regent Serviceberry	2	EA	\$45.25	\$90.50
Rosa x'AUSTRIAN COPPER	2	EA	\$45.25	\$90.50
PHILADELPHUS Lewisii 'BLIZZARD' MOCKORANGE	2	EA	\$45.25	\$90.50
PANICUM VIRGATUM 'NORTH WIND' – Gallon size, 16" Spacing	22	EA	\$15.64	\$344.08
AQUILEGIA – COLUMBINE 4" Size, 12" Spacing	55	EA	\$3.67	\$201.85
PENSTEMON pinifolius 'MERSEA YELLOW' – Gallon Size – 12" Spacing	60	EA	\$15.64	\$938.40
LIATRIS 'KOBOLD' – Gallon Size – 12" Spacing	60	EA	\$15.64	\$938.40
HELENIUM 'MARDI GRAS' – Gallon Size – 16" Spacing	50	EA	\$15.64	\$782.00
LAVENDULA 'MUNSTEAD' – 4" Size – 12" Spacing	60	EA	\$3.67	\$220.20

DESCHAMPSIA CAESPITOSA 'PIXIE FOUNTAIN' – Gallon Size – 12" Spacing	260	EA	\$15.64	\$4,066.40
RUDBECKIA fulgida var. sullwanti 'GOLDSTURM' – Gallon Size – 12" Spacing	139	EA	\$15.64	\$2,173.96
ACHILLEA 'MOONSHINE' – Gallon Size – 12" Spacing	89	EA	\$15.64	\$1,391.96
PENSTEMON schmidel 'Red Riding Hood' – Gallon Size – 12" Spacing	84	EA	\$15.64	\$1,313.76
LINUM – FLAX (Spring Seeding)	50	SF	\$0.30	\$15.00
CICORIUM intybus – CHICORY (Spring Seeding)	70	SF	\$0.30	\$21.00
CALAMAGROSTIS brachytricha – Gallon Size – 12" Spacing	143	EA	\$15.64	\$2,236.52
GAILLARDIA 'INDIAN BLANKET' (Spring Seeding)	105	SF	\$0.30	\$31.50
RATIBIDA COLUMNIFERA – PRAIRIE CONEFLOWER – 4" Size – 12" Spacing	50	EA	\$3.67	\$183.50
ASTER novi-belgii 'PURPLEDOME' – 4" Size – 12" Spacing	57	EA	\$3.67	\$209.19
Subtotal				\$15,429.72

TOTAL BASE BID

\$ 46,353.27

TOTAL WRITTEN IN WORDS: *Forty six thousand three hundred fifty three dollars and twenty seven cents.*

Bid prices listed shall include all applicable taxes and fees.

Unit Prices have been computed in accordance with Paragraph 11.03.B of the General Conditions.

Bidder acknowledges that estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all unit price Bid items will be based on actual quantities, determined as provided in the Contract Documents.

ARTICLE 6 - TIME OF COMPLETION

6.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 14.07 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.
- 6.03 Bidder is informed that Idaho Code 44-1001 through 44-1005, regarding employment of Idaho residents, is not applicable to this Bid or any subsequent agreements/contracts that are funded by FHWA.

ARTICLE 7 - ATTACHMENTS TO THIS BID

- 7.01 The following documents are submitted with and made a condition of this Bid:
- A. Required Bid security in the form of Bid Bond, Certified Check, Cash, or Cashier's Check;
 - B. Bidder shall include in his Bid the name, or names and address, or addresses, and Idaho Public Works Contractor License Numbers of the Subcontractors who shall, in the event the Bidder secures the Contract, subcontract the plumbing, heating and air-conditioning work, and electrical work under the general Contract;
 - C. In addition to subcontractors for plumbing, heating and air-conditioning work, and electrical work, provide the names and addresses of the additional subcontractors, suppliers, individuals or entities called for in the Instructions to Bidders (include Idaho Public Works Contractor License Numbers for any subcontractors) Note: A covenant to obtain a license prior to award can be a condition to Bid ;
 - D. List of Project References;
 - E. Evidence of authority to do business in the state of the Project; or a written covenant to obtain such license within the time for acceptance of Bids; Note: A covenant to obtain a license prior to award can be a condition to Bid;
 - F. State of Idaho Public Works Contractor's License No.: PWC-C-16991⁸⁻⁴; Note: A covenant to obtain a license prior to award can be a condition to Bid;
 - G. Required Bidder_Qualification Statement with Supporting Data; and
 - H. All signed Addenda if applicable

ARTICLE 8 - DEFINED TERMS

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

A Corporation

Corporation Name: Bahama Blue, Inc dba Clearwater Landscaping (SEAL)

State of Incorporation: Idaho
Type (General Business, Professional, Service, Limited Liability): Service

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

Name (typed or printed): Matthew Hoskins

Title: President/Owner
(CORPORATE SEAL)

Attest [Signature]

Date of Qualification to do business in Idaho is 8/28/2007

Naming of Subcontractors Form

Per Idaho Code, 67-2310, Bidder shall include in his or her 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. Failure to name Subcontractors as required shall render any Bid submitted by the Bidder unresponsive and void.

<u>Subcontractor Name and Address</u>	<u>Classification</u>	<u>License Number</u>
<u>S. Erwin Excavation, Inc</u> <u>PO Box 1112</u> <u>Bellevue, ID 83313</u>	<u>Excavator</u>	<u>PWC-C-13066-AA-1-2-4</u>
<u>Road Work Ahead</u> <u>729 Commercial Ave</u> <u>Twin Falls, ID 83301</u>	<u>Traffic Control</u>	<u>15282-B-4(47)</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

CLEARWATER LANDSCAPING



Award Winning Design, Installation, and Service

Owned and operated by Matt Hoskins

October 2, 2013

City of Hailey
2013 Woodside Boulevard Roundabout Landscape Construction

Project References:

Blaine Country School District
Maintenance Building/Multiple Projects
Howard Royal (208) 309-0276

Conrad Brothers
Wood River Middle School Addition and Courtyard
Troy Brown (208) 309-1230

AGENDA ITEM SUMMARY

DATE: 10/07/13

DEPT: Sustainability

DEPT. HEAD SIGNATURE: 

SUBJECT: Contract for design and production services for a LEED/Green Building Interpretive Panel for placement in the Welcome Center exhibit area.

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

BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:

Staff released an RFQ to select a design and production firm(s) to provide a green building/LEED interpretive panel for placement within the Welcome Center. The attached contract details the payment, schedule, and design concepts/parameters and objectives of the project. Funds for this project will be paid for by the Hailey Community Climate Challenge (EPA grant). *not to exceed \$5,000.*

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

ACKNOWLEDGEMENT BY OTHER AFFECTED CITY DEPARTMENTS: (IF APPLICABLE)

<input checked="" type="checkbox"/> City Attorney	<input type="checkbox"/> Clerk / Finance Director	<input type="checkbox"/> Engineer	<input type="checkbox"/> Building
<input type="checkbox"/> Library	<input type="checkbox"/> Planning	<input type="checkbox"/> Fire Dept.	_____
<input type="checkbox"/> Safety Committee	<input type="checkbox"/> P & Z Commission	<input type="checkbox"/> Police	_____
<input type="checkbox"/> Streets	<input checked="" type="checkbox"/> Public Works, Parks	<input type="checkbox"/> Mayor	_____

RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD:

Motion to approve the consent agenda item and authorize the Mayor to sign the signage production agreement.

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 # _____

**SIGNAGE PRODUCTION AGREEMENT
HAILEY WELCOME CENTER INTERPRETIVE DISPLAY**

THIS AGREEMENT is made by and between the City of Hailey, an independent body, public and politic, organized and existing under the laws of the State of Idaho (hereinafter “SPONSOR” or “City of Hailey”); and Morgan Maiolie (hereinafter “DESIGNER”); the aforementioned may hereinafter be referred to individually as “Party” and collectively as “Parties”.

WHEREAS, the SPONSOR agrees that placement of interpretive signage within the Hailey Welcome Center is appropriate and benefits the public by communicating information about the Hailey Welcome Center’s sustainable design, construction, and operation and about green building in general, in such a way as to inform and inspire those with little knowledge of green building (“Interpretive Display” or “Project”);

WHEREAS, the SPONSOR is providing funds for design, fabrication and installation of interpretive signage within the Hailey Welcome Center (hereinafter referred to as the “WORK”) by DESIGNER and DESIGNER’s subcontractors;

WHEREAS, DESIGNER was selected by SPONSOR through an RFQ;

WHEREAS, DESIGNER is developing appropriate WORK for the Hailey Welcome Center, as defined in Section 2 below, with advice and direction from SPONSOR;

WHEREAS, the Final Design of the WORK shall be reviewed and accepted by SPONSOR;

WHEREAS, SPONSOR approves the contractual relationship with DESIGNER to design, fabricate, and install the WORK, subject to the terms of this Agreement.

NOW, THEREFORE, the PARTIES agree as follows:

1. Representative of SPONSOR. For purposes of this Agreement, whenever reference is made to SPONSOR’s Representative, this individual shall be Mariel Platt, City of Hailey Sustainability Coordinator, or an alternative SPONSOR Representative selected by the SPONSOR. SPONSOR’s Representative may, at her discretion, consult with other individuals from SPONSOR’s staff in performing responsibilities as SPONSOR’s Representative.

2. Scope of Services. DESIGNER shall prepare design and fabrication of interpretive signage for the Hailey Welcome Center in a medium using quality and durable

materials that meet the approval of the SPONSOR and is consistent with the goals for the Project as stated in **Exhibit A**. SPONSOR's Representative reserves the right to review the DESIGNER's WORK at the design concept and final stages and request reasonable changes so that the project meets project goals. DESIGNER shall revise the WORK in consultation with SPONSOR's Representative if requested. DESIGNER may sublet or assign obligations relating to the design, fabrication and installation of the WORK, including, but not limited to, such obligations as structural design, signage fabrication, signage transport and installation of the WORK.

3. Compensation. The total fee for the WORK shall not exceed \$5,000. Up to this amount shall constitute full compensation for all services to be performed, materials required, and fees to be paid by the DESIGNER to complete the Scope of Services described in Section 2. SPONSOR shall make payments in three installments:

- (a) \$500 shall be paid to DESIGNER after receipt of initial concept and submission to SPONSOR of an invoice acceptable to SPONSOR;
- (b) \$2,000 shall be paid to DESIGNER within four weeks of acceptance of the Final Design and Final Budget and submission to SPONSOR of an invoice acceptable to SPONSOR;
- (c) The Remaining amount to be paid to the DESIGNER, shall not exceed \$2,500 and will be assessed at the acceptance of Final Design and Final Budget and paid after completion and installation.
- (d) DESIGNER shall be paid within four weeks after SPONSOR determines that the DESIGNER has completed the Scope of Services, that the WORK meets the requirements of this Agreement including but not limited to **Exhibits A and B**, and that the DESIGNER has submitted an invoice acceptable to SPONSOR ("Acceptance of WORK").

Payments to DESIGNER are subject to Sections 19 and 20 of this Agreement.

4. Time of Performance. DESIGNER shall commence the WORK immediately upon signing this Agreement. Scope of Services shall be completed according to the timeline in **Exhibit B**, which is attached hereto and is incorporated herein by reference. SPONSOR may extend the delivery date for a reasonable amount of time, due to the circumstances and events

beyond the control of DESIGNER, due to other unforeseen circumstances, or upon written agreement by the Parties. Any extension shall be approved in writing by SPONSOR.

5. Review of Work; Revisions. The DESIGNER shall provide SPONSOR's Representative with opportunities to review the WORK progress as follows:

- (a) Design Concept Review. The DESIGNER shall allow review of DESIGNER's design concepts and working drawings by SPONSOR's Representative ("Design Concept Review") according to the timeline set forth in **Exhibit B**.
- (b) Final Review. Final design shall be reviewed by SPONSOR's Representative. SPONSOR's Representative may include additional staff members and will provide written acceptance of the final design prior to fabrication.
- (c) Revisions. DESIGNER agrees to work with SPONSOR to make changes at the design concept and final stages, as necessary, without sacrificing the integrity of the WORK. Subtle design refinements and/or improvements are left to the discretion of the DESIGNER.

6. Acceptance of WORK; Project Close-Out. After SPONSOR has accepted the WORK as provided in Section 3(d), DESIGNER shall fabricate, deliver, and install the WORK in a format meeting the design approved by the SPONSOR's Representative at the Final Review stage and provide an invoice acceptable to SPONSOR for final payment.

7. Compliance with the Law. DESIGNER shall comply with any and all applicable federal, state, and local laws, statutes, rules, regulations, and/or ordinances.

8. Non-Discrimination. In carrying out the performance of the WORK, DESIGNER shall not discriminate as to race, creed, religion, sex, age, national origin, sexual orientation or the presence of any physical, mental, or sensory handicap.

9. Indemnification. DESIGNER shall indemnify, defend, and hold harmless the SPONSOR any of their respective employees or agents from any and all losses, claims, and judgments for damages or injury to persons or property, and losses and expenses caused or incurred by DESIGNER, her servants, agents, employees, guests, and business invitees, occurring before completion of installation of the WORK and its acceptance by the SPONSOR, including but not limited to claims of plagiarism or copyright infringement arising out of DESIGNER's performance under this Agreement.

10. Ownership.

- (a) Ownership of the WORK. The WORK shall be a limited edition of one. DESIGNER warrants and represents that the WORK transferred by this Agreement has never heretofore been published or copied and that DESIGNER is the sole owner of all rights therein. The DESIGNER shall retain the copyright and all other rights in and to the WORK, provided that SPONSOR is hereby granted an irrevocable license to photographically reproduce the image of the WORK and to authorize third Parties to photographically reproduce any and all of the same, as are desired by the aforementioned for educational, promotional and public information purposes only. On each such reproduction the DESIGNER shall be acknowledged to be the creator of the original subject thereof. Upon Acceptance of the Work and final payment to the DESIGNER, SPONSOR shall be the owner of the WORK.
- (b) Removal of the WORK. The Hailey Welcome Center, wherein the WORK shall be installed, is owned by the City of Hailey, which shall have final jurisdiction over elements placed within the building and may request removal of the WORK in the case of deterioration or vandalism or for any other reason. The DESIGNER hereby acknowledges, understands and accepts that the WORK may be removed from the Hailey Welcome Center at any time for any reason and destroyed without consultation with or permission from the DESIGNER.

11.

Amendment. This Agreement may be revised, amended, or canceled in whole or in part, only by means of a written instrument executed by both parties hereto.

12. Attorney's Fees. If either Party brings any action or proceedings to enforce, protect or establish any right or remedy under the terms and conditions of this Agreement, the prevailing Party shall be entitled to recover reasonable attorney's fees, as determined by a court of competent jurisdiction, in addition to any other relief awarded.

13. Agreement Made in Idaho. The laws of the State of Idaho shall govern the validity, interpretation, performance and enforcement of this Agreement.

14. Cumulative Rights and Remedies. All rights and remedies here enumerated shall be cumulative and none shall exclude any other right or remedy allowed by law. Likewise, the

exercise of any remedy provided for herein or allowed by law shall not be to the exclusion of any other remedy.

15. Interpretation. Words of gender used in this Agreement shall be held and construed to include any other gender, and words in the singular shall be held to include the plural and vice versa unless the context otherwise requires.

16. Agreement Made in Writing. This Agreement contains all of the agreements and conditions made between the Parties hereto and may not be modified orally or in any manner other than by agreement in writing signed by the Parties hereto or their respective successors in interest.

17. Paragraph Headings. The Agreement and the captions of the various sections of this Agreement are for convenience and ease of reference only, and do not define, limit, augment or describe the scope, context or intent of this Agreement or any part or parts of this Agreement.

18. Termination for Cause. If any Party willfully or negligently fails to fulfill its obligations under this agreement, the other Party shall have the right to terminate the agreement by giving written notice to the defaulting Party of its intent to terminate and specify the grounds for termination. The defaulting Party shall have thirty (30) days after receipt of the notice to cure the default. If the default is not cured, this agreement shall terminate. In the event of termination for non-performance by SPONSOR, SPONSOR shall compensate the DESIGNER for all phases of the Scope of Services completed by the DESIGNER and any additional services and materials performed or supplied prior to termination, such damages, however, shall be limited to the amount of compensation set forth herein. The DESIGNER shall not be relieved of any liability for damages sustained by DESIGNER by virtue of the DESIGNER's breach of this agreement and the SPONSOR may reasonably withhold payments due until such time as the exact amount of damages due SPONSOR from the DESIGNER is determined.

19. Termination for Convenience of SPONSOR. SPONSOR may terminate this Agreement for any reason at any time by giving at least fifteen (15) days written notice to DESIGNER. If the Agreement is terminated by SPONSOR as provided herein, the DESIGNER shall be compensated for all phases of the Scope of Services completed by the DESIGNER to date of written notice of termination and any additional services and materials performed or supplied prior to termination, less payments of compensation previously made, not to exceed the amount set forth in Section 3. If payments previously made exceed the amount of compensation

due hereunder, DESIGNER shall immediately refund the unearned balance to SPONSOR. If this Agreement is terminated due to the fault of DESIGNER, Section 19 hereof relative to termination shall apply.

20. Successors and Assigns. All of the terms, provisions, covenants and conditions of this Agreement shall inure to the benefit of and be binding upon each Party and their successors, assigns, legal representatives, heirs, executors and administrators.

21. Method of Payment. SPONSOR shall be responsible for the disbursement of payments to the DESIGNER. SPONSOR's Representative shall facilitate such payments by providing this Agreement with DESIGNER's signature to SPONSOR, collecting invoices, and providing invoices to SPONSOR. SPONSOR shall be responsible for SPONSOR's signature on this Agreement and returning a fully executed Agreement to the DESIGNER.

22. Effective Date. The effective date of this Agreement shall be the date when all PARTIES have signed this Agreement.

The undersigned PARTIES execute this Agreement as of the last date signed below.

CITY OF HAILEY

Fritz Haemmerle, Mayor

Date:

City of Hailey
115 Main St. South
Hailey, ID 83333
208-788-9815, ext. 24

DESIGNER

Signature

Date:

Typed / printed name

424 W. Reese St.
Boise, ID 83706
208-755-4056

EXHIBITS

- A: Interpretive Signage Project Goals**
- B: Timeline for Performance of the Work**

EXHIBIT A: Interpretive Signage Project Goals

The City of Hailey, has recently constructed the Welcome Center, a US Green Building Council, Leadership in Environmental and Energy Design (LEED) building and has achieved Silver Certification. We would like the successful respondent to supply the design and production or select a business or organization to partner with to provide one of the two services.

Display needs:

1. Must be vertically oriented and able to attach to an interior wall. Current placement is proposed for a space that is 27 inches wide with 12 foot tall ceilings. The dimensions and location may be changed by the SPONSOR, including but not limited to the decision for either a single-sided or double-sided panel.
2. Must be captivating.
3. Must be informative and inspiring to those with little to no knowledge of green building.
4. Must explain the project and green building in general, in a way that is easy to understand and interesting.
5. Use of interactive feature and audio and visual technology is welcomed.
6. Under \$5000 in total cost.
7. Must have a contemporary look and feel, compatible with the building's design.
8. Must cover all elements of green building, not just energy conservation and efficiency.

EXHIBIT B: Timeline for Performance of the Work

SEPT 24 th	DESIGNER submits initial Design Concept
OCT 3 rd	SPONSOR's Representative sends modifications to design concept or approval to proceed to Final Design
OCT 17 th	DESIGNER submits modified or Final Design and Project Budget
OCT 24 th	SPONSOR's Representative sends further modifications to either design concept or Final Design and Project Budget or approval to proceed to Fabrication
OCT 28 th	(if modifications are required) DESIGNER submits modified Final Design and Final Budget
OCT 30 th	(if modifications are required) SPONSOR's Representative sends approval to proceed to Fabrication
OCT 31 st	Begin Fabrication
NOV 14 th	Complete Fabrication
NOV 15 th	Install
NOV 18 th	Project Closeout – SPONSOR's Representative reviews work and, if acceptable, sends Letter of Completion

AGENDA ITEM SUMMARY

DATE: 10/7/13 **DEPARTMENT:** Finance & Records **DEPT. HEAD SIGNATURE:** _____

SUBJECT: *

Alcohol Beverage License for new restaurant Thai Cuisine.

AUTHORITY: ID Code _____ IAR _____ City Ordinance/Code 5.04, 5.08, 5.12
(IFAPPLICABLE)

BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:

New Beer & Wine by the Drink Licenses to be approved contingent upon the County License, LLC, and liabilities being submitted to the City of Hailey with HPD approval.

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:

Recommend Council approve the sale of beer and wine after County License is submitted to the City of Hailey and after HPD gives final approval.

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 # _____



ALCOHOL BEVERAGE LICENSE APPLICATION

APPLICATION FOR:

Liquor	\$562.50	<input type="checkbox"/>	_____
Wine by the Drink	\$200.00	<input checked="" type="checkbox"/>	<u>200</u>
Beer by the Drink	\$200.00	<input checked="" type="checkbox"/>	<u>200</u>
Grocery Sale of Wine	\$200.00	<input type="checkbox"/>	_____
Grocery Sale of Beer	\$50.00	<input type="checkbox"/>	_____

APPLICATION IS:

- New License
- Renewal
- Transfer

TOTAL DUE: 400

Applicant Name: Taveesak Chanthasathisombot

Business Name: Thai Cuisine

Business Physical Address: 310 N. MAIN ST HAILEY ID 83333

Business Mailing Address: 310 N. MAIN ST. HAILEY ID 83333

Business Phone Number: 208 - 9287111

Property Owner (if different from applicant): _____

(Applicant must attach certified copy of lease showing that owner consents to sale of alcohol on premises.)

I hereby certify that the above statements are true, complete and correct to the best of my knowledge. I further certify that I have applied for and received the Idaho State Liquor License (copy attached) and the Blaine County Liquor License (copy attached).

Taveesak Chanthasathisombot
Applicant Signature

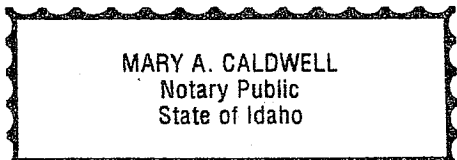
9/18/13
Date

Subscribed and sworn to before me this 18 day of September, 2013

Mary A. Caldwell
Notary Public OR City Clerk

Residing at: Belleuve
My Commission Expires 08-20-2019

<i>Official Use Only</i>	
State License No.	<u>15168</u>
County License No.	<u>123</u>
City License No.	_____
Date Approved by Council	_____
_____	Chief of Police



CITY OF HAILEY ■ 115 MAIN ST. S., SUITE H ■ HAILEY, IDAHO 83333 ■ 788-4221