

AGENDA ITEM SUMMARY

DATE: 03/17/2014 **DEPARTMENT:** Admin/Legislative **DEPT. HEAD SIGNATURE:** HD

SUBJECT:

Motion to call Special City Council Meeting for Thursday March 20, 2014 at noon for the purpose of further consideration of Wastewater Solids Handling Improvement Project Bond Measure

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

BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:

After receiving input from HDR at the City Council meeting on March 17, 2014, final documents will be prepared with correct financial figures for consideration by the Hailey City Council at a special meeting on Thursday, March 20, 2014 at noon.

RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD:

Motion to call Special City Council Meeting for Thursday March 20, 2014 at noon for the purpose of further consideration of Wastewater Solids Handling Improvement Project Bond Measure

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)

AGENDA ITEM SUMMARY

DATE: 3/17/14 **DEPARTMENT:** Grants/Admin **DEPT. HEAD SIGNATURE:** HD

SUBJECT:

Motion to approve Resolution 2014-10, ratifying amendment to TIGER II grant agreement which extends the term of the grant, amends the city contacts, and amends the budget to allow more CE&I expenses and less construction expenses under the grant-paid portion of the project

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

CE&I Contracts were procured under federal procurement laws "the Brooks Act", and are eligible expenses under the grant.

BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:

Hailey has been working with FHWA and US-DOT to obtain a grant amendment which allows Hailey to pay for CE&I costs under the grant, rather than paving costs.

The amendment also extends the completion time of the grant, which has been stalled following a pavement density issue and a utility delay issue.

Lastly, the amendment changes contacts for the grant from Tom Hellen to Becky Stokes. Heather Dawson remains the primary contact for this grant.

FISCAL IMPACT / PROJECT FINANCIAL ANALYSIS: Caselle # _____

Budget Line Item # _____ YTD Line Item Balance \$ _____

Estimated Hours Spent to Date: _____ Estimated Completion Date: _____

Staff Contact: _____ Phone # _____

ACKNOWLEDGEMENT BY OTHER AFFECTED CITY DEPARTMENTS: (IF APPLICABLE)

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

RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD:

Motion to approve Resolution 2014-10, ratifying amendment to TIGER II grant agreement which extends the term of the grant, amends the city contacts, and amends the budget to allow more CE&I expenses and less construction expenses under the grant-paid portion of the project. This agreement was fully executed on February 24, 2014.

ADMINISTRATIVE COMMENTS/APPROVAL:

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

ACTION OF THE CITY COUNCIL:

Date _____

City Clerk _____

FOLLOW-UP:

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

Copies (all info.): _____ Copies

Instrument # _____

**CITY OF HAILEY
RESOLUTION NO. 2014-10**

**RESOLUTION OF THE CITY COUNCIL FOR THE CITY OF HAILEY RATIFYING
AMENDMENT TO TIGER II GRANT AGREEMENT WHICH EXTENDS THE TERM
OF THE GRANT, AMENDS THE CITY CONTACTS, AND AMENDS THE BUDGET
TO ALLOW MORE CE&I EXPENSES AND LESS CONSTRUCTION EXPENSES
UNDER THE GRANT-PAID PORTION OF THE PROJECT.**

WHEREAS, the City of Hailey desires to amend the agreement with the Federal Highway Administration to amend City Contacts. And the project budget

WHEREAS, the City of Hailey and the Federal Highways Administration have agreed to the revised Grant 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 ratifies the Amendment to TIGER II Grant Agreement between the City of Hailey and the Federal Highways Administration,

Passed this 17th day of March, 2014.

City of Hailey

Fritz X. Haemmerle, Mayor

ATTEST:

Mary Cone, City Clerk

- 1) Page 1, Award, Paragraph 6 – is revised as follows:

April, 2011 – September 30, 2017

- 2) Page 1, Award, Paragraph 16 – is revised as follows:

Fritz X. Haemmerle, Mayor

- 3) Page 4, **Section 2. Grantee and Project Information**, Paragraph 2.5 Project’s Environmental Approvals and Processes- is revised as follows:

Environmental Decision Type and Date: March 30, 2011

- 4) Page 5, **Section 2. Grantee and Project Information**, Paragraph 2.7 Grantee’s Designation of Official Contact (to whom all communication from Government will be addressed)- is revised as follows:

Name: Becky Stokes
Title: City Treasurer
Agency: City of Hailey
Mailing Address: 115 Main St S
Phone Number: (208) 788-9830 Ext 28
Email Address: becky.stokes@haileycityhall.org

Name: Heather Dawson
Title: City Administrator
Agency: City of Hailey
Mailing Address: 115 Main St S
Phone Number: (208) 788-4221
Email Address: heather.dawson@haileycityhall.org

- 5) Page 14, Delete Attachment B Project Schedule and replace with the following:

**ATTACHMENT B
PROJECT SCHEDULE**

As per the USDOT approved Term Sheet Agreement, dated January 24, 2011:

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

Project approvals and permits required (all approvals are by FHWA, unless otherwise indicated):

- Preliminary Design approval – entire corridor03/2011
- NEPA approval – entire corridor03/2011

2011 Construction Project – (roundabout & signal only)

- Final Design Approval 04/2011
- Nationwide 14 Permit (by USACE) 05/2011
- Certify ROW and Utilities are clear 05/2011
- Plans, Specifications, and Estimate approval 05/2011
- Concurrence in award of Construction Contract(s)..... 07/2011

2012 Construction project – (Woodside Complete Street Reconstruct)

- Final Design approval 10/2011
- Nationwide 14 Permit (by USACE)..... 01/2012
- Certify ROW and Utilities are clear 01/2012
- Plans, Specifications, and Estimate approval 01/2012
- Concurrence in award of Construction Contract(s)..... 03/2012

- Closeout Project 09/30/2017
 *The project will be promptly closed out upon resolution of contractual matters between the City of Hailey (owner/project sponsor) and Knife River Corporation (Contractor)

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

- Preliminary Design Complete 01/2011
- First Public Meetings (2) Held 01/2011
- Draft Categorical Exclusion Complete 02/2011
- Final Categorical Exclusion Complete..... 03/2011

2011 Construction Project (roundabout & signal only)

- Final Design Complete..... 04/2011
- Public Meeting with City Council..... 04/2011
- Plans, Specs and Estimate (PS&E) Complete 05/2011
- Advertise Bid Package 05/2011
- Open Bids & Award 06/2011
- Construct 2011 Project..... 07 to 11/2011
- Complete 2011 Project (open to traffic)..... 11/2011

2012 Construction project – (Woodside Complete Street Reconstruct)

- Final Design Complete..... 10/2011
- Public Meeting with City Council..... 10/2011
- Plans, Specs and Estimate (PS&E) Complete 01/2012
- Advertise Bid Package 02/2012

- Open Bids & Award..... 03/2012
- Construct 2012 Project..... 04 to 11/2012
- Complete 2012 Project (open to traffic)..... 11/2012

- Closeout Project 09/30/2017
 *The project will be promptly closed out upon resolution of contractual matters between the City of Hailey (owner/project sponsor) and Knife River Corporation (Contractor)

6) Page 16, Delete Attachment C Project Budget and replace with the following:

**ATTACHMENT C
 PROJECT BUDGET**

As per the USDOT approved Term Sheet Agreement, dated January 24, 2011:

- a. TIGER II Grant Amount - \$3,500,000.00. TIGER II funds will be used to fund the construction phases of this project only.

	<u>TIGER II Funds</u>
Preliminary Engineering	\$0.00
ROW	\$0.00
Final Design	\$0.00
<u>Construction</u>	<u>\$3,500,000</u>
Total	\$3,500,000

- b: Total Project Amount and Other Funding Sources - \$5,101,960.

	US DOT	Idaho Trans. Department	City of Hailey, Idaho			
	TIGER II Grant	Cooperative Agreement	Capital Fund	Water Fund	Wastewater Fund	In-Kind Labor / General Fund
Administrative & Legal	\$0	\$0	\$0	\$0	\$0	\$203,787
A & E Fees	\$0	\$0	\$93,695	\$0	\$0	\$0
Project Inspection Fees	\$382,538	\$0	\$0	\$0	\$0	\$0
Construction	\$3,117,462	\$212,020	\$408,023	\$385,907	\$36,934	\$0
Contingency	\$0	\$0	\$261,594	\$0	\$0	\$0
Subtotals	\$3,500,000	\$212,020	\$763,312	\$385,907	\$36,934	\$203,787

TOTAL PROJECT COST (all sources) = \$5,101,960

Except as noted herein, all other terms and conditions remain unchanged and in full force and effect.

END OF AMENDMENT

AGENDA ITEM SUMMARY

DATE: 03/17/2014 DEPARTMENT: Admin /PW/CDD DEPT. HEAD SIGNATURE: HD

SUBJECT:

Motion to approve Resolution 2014-19, authorizing city officials to sign State/Local Agreement for Community Choices Grant to help pay for \$157,000 in sidewalk and street improvements from middle school to SH 75.

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

BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:

Hailey applied for an ITD Community Choices grant to complete street improvement from the Wood River Middle School to ST HW 75, including improvements to the traffic signal. This project will enable students to walk safely from the middle school to the west side of State Highway 75.

FISCAL IMPACT / PROJECT FINANCIAL ANALYSIS:

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

The Blaine County Shool District will pay 50% of the project match.

ACKNOWLEDGEMENT BY OTHER AFFECTED CITY DEPARTMENTS: (IF APPLICABLE)

___ City Attorney	___ Finance	___ Licensing	___ Administrator
___ Library	___ Community Development	___ P&Z Commission	___ Building
___ Police	___ Fire Department	___ Engineer	___ W/WW
___ Streets	___ Parks	___ Public Works	___ Mayor

RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD:

Motion to approve Resolution 2014-19, authorizing city officials to sign State/Local Agreement for Community Choices Grant to help pay for \$157,000 in sidewalk and street improvements from middle school to SH 75.

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)



IDAHO TRANSPORTATION DEPARTMENT

P.O. Box 7129
Boise ID 83707-1129

(208) 334-8000
itd.idaho.gov

March 5, 2014

Tom Hellen
City of Hailey
115 S. Main Street
Hailey, ID 83333

RECEIVED
MAR 10 2014
BY _____

RE: Community Choices for Idaho (TAP) Award
Project No: A014(348); Key No: 14348

Dear Tom,

Enclosed is an original of the State/Local Agreements for the City of Hailey Community Choices for Idaho project (Key #14348).

- This infrastructure project was funded \$10,000 for design/project development and \$147,000 for construction, including your match.
- These funds will be obligated after this agreement is fully executed.
- Your agency will be notified when the funds are authorized and available for use.
- This is a reimbursement program, only invoices with eligible costs and receipts will be reimbursed.

Once the appropriate signatures have been obtained for your project please return the agreement to me for further processing. As you will note in the agreement, you will be required to follow all ITD project development and reimbursement procedures as outlined in the Community Choices Manual.

I look forward to working with you and wish you every success with your Community Choices project. Please do not hesitate to contact me at 334-8822 or email gateam@itd.idaho.gov should you have any questions or if I can be of assistance.

Sincerely,

Kelly DiRocco
Grants/Contracts Officer
Division of Transportation Performance

**CITY OF HAILEY
RESOLUTION NO. 2014-19**

**RESOLUTION OF THE CITY COUNCIL FOR THE CITY OF HAILEY
AUTHORIZING THE STATE/LOCAL AGREEMENT WITH IDAHO
TRANSPORTATION DEPARTMENT, FOR COMMUNITY CHOICES GRANT
AWARD FOR SIDEWALK IMPROVEMENTS FROM WOOD RIVER MIDDLE
SCHOOL TO HWY 75**

WHEREAS, the City of Hailey desires to enter into an agreement with Idaho Transportation Department under which Idaho Transportation Department will provide the Community Choices Grant funds of \$157,000 for Sidewalk Improvements From Wood River Middle School To Hwy 75 in the City of Hailey.

WHEREAS, the City of Hailey and Idaho Transportation Department have agreed to the terms and conditions of the State/Local 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 State/Local Agreement between the City of Hailey and Idaho Transportation Department and that the Mayor is authorized to execute the attached Agreement,

Passed this 17th day of March, 2014.

City of Hailey

Fritz X. Haemmerle, Mayor

ATTEST:

Mary Cone, City Clerk

**STATE/LOCAL AGREEMENT
COBBLESTONE LANE SIDEWALK, HAILEY
PROJECT NO. A014(348)
KEY NO. 14348**

PARTIES

THIS AGREEMENT is made and entered into this _____day of _____, _____, by and between the IDAHO TRANSPORTATION BOARD, by and through the IDAHO TRANSPORTATION DEPARTMENT, hereafter called the State and the CITY OF HAILEY, hereafter called the Sponsor.

PURPOSE

The Sponsor has requested funding under the Transportation Alternatives (TAP) Program as detailed in the project Application. A copy of the project Application is attached as Exhibit A. The purpose of this Agreement is to set out the terms and conditions necessary to obtain Federal-aid participation in the work.

NOTE: The project Sponsor is responsible for complying with all project requirements and project administration procedures outlined in the Community Choices Manual available at <http://itd.idaho.gov/manuals/ManualsOnline.htm>.

Authority for this Agreement is established by Section 40-317 of the Idaho Code.

BOTH PARTIES AGREE AS FOLLOWS:

1. The total funds available for project development and construction of this project, as identified in Exhibit A, is as follows: project development \$10,000, construction \$147,000. Federal participation is at the rate of 87.26%; local participation is 12.74%.
2. The deadline for completion of the project is three years from the date of execution of this Agreement.
3. Contact information for the parties is as follows:

Kelly DiRocco
Div of Transportation Performance
Idaho Transportation Department
PO Box 7129
Boise, ID 83707-1129
Phone: (208) 334-8822
Fax: (208) 334-4424
Kelly.dirocco@itd.idaho.gov

Tom Hellen
City Engineer/Public Works Director
City of Hailey
115 S. Main Street
Hailey, ID 83333
Phone: (208) 788-9830
Tom.hellen@haileycityhall.org

SPONSOR RESPONSIBILITIES:

4. At its own cost, the Sponsor shall provide for the design of the project, unless otherwise authorized by the State. Projects shall be designed to an approved standard following guidelines contained in the most recent version of the Community Choices Manual available at <http://itd.idaho.gov/manuals/ManualsOnline.htm> .
5. If project development is authorized by the State on this project, the Sponsor shall secure the services of a consultant for those project development services following the process outlined in the Idaho Transportation Department Guidelines for Local Public Agency Projects.
6. Official notice must be received from the State before proceeding with project development activities if the Sponsor has been authorized to develop the project using TAP funds.
7. Bid advertisements must take place within thirty (30) days of receipt the State's authorization of such advertisements and follow the required bid procedures as outlined in the Community Choices Manual. The Sponsor will submit all bids received to the State. The State will provide approval prior to award of the contract. Failure to advertise the project for bids within 30 days may jeopardize funding for the project.
8. Payments will only be made for project expenses incurred following authorization to proceed. Work performed by the Sponsor prior to receiving written authorization to proceed is out of compliance and therefore not eligible for reimbursement.
9. Sponsor shall submit quarterly progress reports to the State as outlined in the Community Choices Manual.
10. Sponsors who anticipate making partial requests for reimbursement during the project must notify the State prior to beginning construction. Partially completed projects must be inspected and approved by the State's District Resident Engineer.
11. During construction of the project, the Sponsor shall follow the guidelines in the Community Choices Manual for construction, inspection diaries, and support to the State Resident Engineer in the administration of the contract on this project. The Sponsor shall prepare all monthly and final contract estimates and change orders, and submit to the State for their approval. During the life of the construction contract, prior approval of the State will be obtained if it is necessary to deviate from the plans and specifications to such a degree that the scope of project and/or required work is significantly changed.
12. The Sponsor shall provide for materials testing on the project. Reference the Community Choices Manual for guidelines and requirements.

13. The selection, location, and maintenance of all traffic control devices installed on the project, initially or in the future, shall be in conformity with the Manual on Uniform Traffic Control Devices (MUTCD) as adopted by the State.
14. All information, regulatory and warning signs, pavement or other markings, and traffic signals required, the cost of which are not provided for in the plans and estimate, must be erected at the sole expense of the Sponsor upon the completion of the project.
15. At no cost to the federal-share, the Sponsor shall cause to be replaced to original, equal or better condition any existing pavement, regulatory signs, and other items damaged as a result of the contractor's operation, except as hereafter stated as obligations of the State.
16. The Sponsor shall make timely payment of all invoices and provide to the State allowable invoices and receipts showing payment of same. The State will reimburse the Sponsor for eligible expenses at the Federal-aid ratio, up to the Federal-aid maximum. The Sponsor shall be responsible for all costs of the project that exceed the Federal-aid maximum. Reference the Community Choices Manual for additional information.
17. The Sponsor shall maintain all project records, including source documentation for all expenditures and in-kind contributions, for a period of three (3) years from the date of final cost accounting. If any litigation, claim, negotiation, or audit has been started before expiration of the three-year period, the records shall be retained until completion of the action and resolution of all issues that arise from it.
18. The Sponsor shall maintain the project upon completion to the satisfaction of the State. Failure to maintain the project in a satisfactory manner will jeopardize the future allotment of federal-aid highway funds for projects within the Sponsor's jurisdiction.
19. Comply with Exhibit B, Non-Discrimination Agreement for Local Public Agencies, attached hereto and made a part hereof. By this Agreement the Sponsor agrees to comply with and be bound to the Civil Rights provisions of Title VI of the Federal Code and to generally insert those provisions in all contracts that it enters into that are federally funded on this project. If property acquired for this project with Federal financial assistance is transferred, the recipient of the property will be subject to Exhibit B if the property is used for the same purpose it was originally acquired or for another purpose involving similar services or benefits to the general public. Sponsor should contact the State prior to disposing of any property acquired under this Agreement.
20. The Sponsor shall comply with all other applicable State and Federal regulations.
21. The Sponsor shall indemnify, save harmless and defend regardless of outcome the State from the expenses of and against suits, actions, claims or losses of every kind, nature and description, including costs, expenses and attorney fees that may be incurred by reason of any act or omission, neglect or misconduct of the Sponsor or its consultant in the design, construction and maintenance of the work which is the subject of this Agreement. The Sponsor shall defend and indemnify the State and its employees for all claims and losses arising out of the State's duty of supervision and inspection of the project.

22. By signing this Agreement, the Sponsor acknowledges that they are aware that the State is required to monitor its sub-recipients of federal awards and determine whether they have met the audit requirements in OMB Circular A-87 (State Local, or Indian tribal government), OMB Circular A-122 (Private and nonprofits), OMB A-21 (Education Institutions), CFR Part 31. (For profit organizations other than a hospital, not named in Circular OMB A 1-22). More information can be found at this link: <http://safety.fhwa.dot.gov/saferoutes/guidance/#toc123542212>.
23. The Sponsor shall submit a Single Audit Certification Letter to certify that the Sponsor is in compliance with federal laws and regulations. A letter template can be found in the Community Choices Manual.

STATE RESPONSIBILITIES:

24. The State shall enter into an Agreement with the Federal Highway Administration covering the federal government's pro rata share of construction costs, up to the Federal-aid maximum.
25. The State shall assist the Sponsor in the selection of a Consulting Engineer and negotiations as needed, and furnish the Agreement for Engineering Services and any supplements thereto, to be used between the Sponsor and Consulting Engineers on this project.
26. The State shall review and approve the project plans, specifications, and rights-of-way certifications, and provide the appropriate environmental clearance.
27. The State shall review and approve bidding documents for conformance to bidding requirements prior to advertisement.
28. The State shall review and approve bids, and provide Sponsor with official authorization to award the contract.
29. The State shall authorize the Sponsor to administer the project and make any necessary changes and decisions within the general scope of the plans and specifications. The State shall review and approve any local procedures prior to executing this Agreement.
30. The State shall designate personnel, as it deems necessary, to review construction in accordance with the plans, specifications and estimates in the manner required by applicable state and federal regulations. The State shall review and approve change orders submitted by the Sponsor, and conduct a final inspection and acceptance of the project when completed. The project acceptance shall be made by the State's District Engineer or their designee.
31. Upon receipt of appropriate documentation showing expenditure of funds for infrastructure work on this project, the State shall reimburse the Sponsor at the Federal-aid ratio up to the Federal-aid maximum.

32. The State shall maintain complete accounts of all project funds received and disbursed, which accounting will determine the final project costs.
33. The State shall cooperate with the Sponsor in selection and designation of suitable construction traffic control during project construction in accordance with the Manual on Uniform Traffic Control Devices (MUTCD) as adopted by the State.

GENERAL PROVISIONS:

1. This Agreement is entered into for the purpose of complying with certain provisions of the Federal-Aid Highway Act in obtaining federal participation in the design and construction of the project. Federal participation in the costs of the project will be governed by the applicable sections of Title 23, U.S. Code (Highways) and rules and regulations prescribed or promulgated by the Federal Highway Administration.
2. Federal participation is contingent upon ultimate completion of the project. If for any reason the project is removed from the program without being completed, then the Sponsor shall be responsible for One Hundred Percent (100%) of all project costs, and shall pay back to the State all costs previously reimbursed.
3. Sufficient Appropriation. It is understood and agreed that the State is a governmental agency, and this Agreement shall in no way be construed so as to bind or obligate the State beyond the term of any particular appropriation of funds by the Federal Government or the State Legislature as may exist from time to time. The State reserves the right to terminate this Agreement if, in its sole judgment, the Federal Government or the legislature of the State of Idaho fails, neglects or refuses to appropriate sufficient funds as may be required for the State to continue payments. Any such termination shall take effect immediately upon notice and be otherwise effective as provided in this Agreement.
4. This Agreement shall become effective on the first day mentioned above, and shall remain in full force and effect until amended or replaced upon mutual consent of the State and the Sponsor.

(This space intentionally left blank)

EXECUTION

This Agreement is executed for the State by its Transportation Performance Division Administrator, and executed for the Sponsor by the Mayor.

IDAHO TRANSPORTATION DEPARTMENT

APPROVED BY:

Division Administrator
Transportation Performance

ATTEST:

CITY OF HAILEY

City Clerk

Mayor

(SEAL)

By regular/special meeting
on _____.

hm:14348 SLA.docx

RESOLUTION

WHEREAS, the Idaho Transportation Department, hereafter called the **STATE**, has submitted an Agreement stating obligations of the **STATE** and the **CITY OF HAILEY**, hereafter called the **CITY**, for development and construction of Cobblestone Lane Sidewalk, Hailey; and

WHEREAS, the **STATE** is responsible for obtaining compliance with laws, standards and procedural policies in the development, construction and maintenance of improvements made to the Federal-aid Highway System when there is federal participation in the costs; and

WHEREAS, certain functions to be performed by the **STATE** involve the expenditure of funds as set forth in the Agreement; and

WHEREAS, The **STATE** can only pay for work associated with the State Highway system; and

WHEREAS, the **CITY** is fully responsible for its share of project costs; and

NOW, THEREFORE, BE IT RESOLVED:

1. That the Agreement for Federal Aid Highway Project A014(348) is hereby approved.
2. That the Mayor and the City Clerk are hereby authorized to execute the Agreement on behalf of the **CITY**.
3. That duly certified copies of the Resolution shall be furnished to the Idaho Transportation Department.

CERTIFICATION

I hereby certify that the above is a true copy of a Resolution passed at a *regular, duly called special (X-out non-applicable term)* meeting of the City Council, City of Hailey, held on _____, _____.

(Seal)

City Clerk

EXHIBIT B
Non-Discrimination Agreement for Local Public Agencies

Title VI Program

Organization and Staffing

Pursuant to 23 CFR 200, the Sponsor has designated a Title VI Coordinator who is responsible for monitoring practices, procedures, policies, and documents for compliance with Title VI. This individual is the designated liaison for Title VI program activities and for coordinating compliance monitoring with the Idaho Transportation Department Equal Employment Opportunity Office.

Assurances of Non-Discrimination

49 CFR Part 21.7

The Sponsor hereby gives assurances:

1. That no person shall on the grounds of **race, color, or national origin**, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity conducted by the Sponsor regardless of whether those programs and activities are Federally funded or not. The Federal-aid Highway Transportation Act of 1973 added **sex** to the list of prohibitive factors. **Disability** was added through Section 504 of the Rehabilitation Act of 1973. **Age** was subsequently added in 1975 under the Age Discrimination Act. **Minority populations and low-income populations** were added by Presidential Executive Order 12898. **Limited English proficient persons** was added by Presidential Executive Order 13166.
2. That it will promptly take any measures necessary to effectuate this Agreement.
3. That each program, activity, and facility (i.e. lands change to roadways, park and ride lots etc.) as defined at 49 CFR 21.23(b) and (e), and the Civil Rights Restoration Act of 1987 will be (with regard to a program or activity) conducted, or will be (with regard to a facility) operated in compliance with the nondiscriminatory requirements imposed by, or pursuant to, this Agreement.

Further assurance is given that the Sponsor will comply with all requirements of **Title II of the Americans with Disabilities Act of 1990 (ADA) and Section 504 of the Vocational Rehabilitation Act of 1973**. Public agencies are required to have completed a self-evaluation of all their programs and services (including pedestrian facilities) by 1992. In addition, public agencies with 50 or more employees were required to develop an ADA Transition Plan describing in detail how corrections would be made. If corrections could not be made within one year (or 1993), the Plan was to include a detailed schedule of how corrections would be made (CFR 28 35.105 & 35.150).

4. That these assurances are given in consideration of and for the purpose of obtaining any and all Federal grants, loans, contracts, property, discounts or other Federal financial assistance extended after the date hereof to the Sponsor by the Idaho Transportation Department (ITD) under the Federally-Funded Program and is binding on it, other recipients, sub-grantees, contractors, sub-contractors, transferees, successors in interest and other participants.
5. That the Sponsor shall insert the following notification in all solicitations for bids for work or material subject to the Regulations and made in connection with all Federally-Funded programs and, in adapted form all proposals for negotiated Agreements: *The (Sponsor), in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d to 2000d-4 and Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the Department of Transportation issued pursuant to such Act, hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this*

advertisement, disadvantaged business enterprises as defined at 49 CFR Part 23 will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, national origin, sex, or disability in consideration for an award.

6. That the Sponsor shall insert the clauses of Attachment 1 of this Agreement in every contract subject to the Act and the Regulations.
7. That the Sponsor shall insert the clauses of Attachment 2 of this Agreement, as a covenant running with the land, in any deed from the United States effecting a transfer of real property, structures, or improvements thereon, or interest therein.
8. The Sponsor agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the Act, the Regulations, and this Agreement.

Implementation Procedures

This Agreement shall serve as the Sponsor's Title VI plan pursuant to 23 CFR 200 and 49 CFR 21.

For the purpose of this Agreement, "Federal Assistance" shall include:

1. grants and loans of Federal funds,
2. the grant or donation of Federal property and interest in property,
3. the detail of Federal personnel,
4. the sale and lease of, and the permission to use (on other than a casual or transient basis), Federal property or any interest in such property without consideration or at a nominal consideration, or at a consideration which is reduced for the purpose of assisting the Sponsor, or in recognition of the public interest to be served by such sale or lease to the Sponsor, and
5. any Federal Agreement, arrangement, or other contract which has as one of its purposes, the provision of assistance.

The Sponsor shall:

1. Issue a policy statement, signed by the Sponsor's authorized representative, which expresses its commitment to the nondiscrimination provisions of Title VI. The policy statement shall be circulated throughout the Sponsor's organization and to the general public. Such information shall be published where appropriate in languages other than English.
2. Take affirmative action to correct any deficiencies found by ITD or the United States Department of Transportation (USDOT) within a reasonable time period, not to exceed 90 days, in order to implement Title VI compliance in accordance with this Agreement. The Sponsor's authorized representative shall be held responsible for implementing Title VI requirements.
3. Designate a Title VI Coordinator who has a responsible position in the organization and easy access to the Sponsor's authorized representative. The Title VI Coordinator shall be responsible for initiating and monitoring Title VI activities and preparing required reports.
4. Adequately implement the civil rights requirements.
5. Process complaints of discrimination consistent with the provisions contained in this Agreement. Investigations shall be conducted by civil rights personnel trained in discrimination complaint investigation. Identify each complainant by race, color, national origin, sex, or disability; the nature of the complaint; the date the complaint was filed; the date the investigation was completed; the disposition; the date of the disposition; and other pertinent information. A copy of the complaint, together with a copy of the Sponsor's report of investigation, will be forwarded to ITD's EEO Office – External Programs within 10 days of the date the complaint was received by the Sponsor.

6. Collect statistical data (race and sex) of participants in, and beneficiaries of the Transportation programs and activities conducted by the Sponsor.
7. Conduct Title VI reviews of the Sponsor and sub-recipient contractor/consultant program areas and activities. Revise where applicable, policies, procedures and directives to include Title VI requirements.
8. Attend training programs on Title VI and related statutes conducted by ITD's EEO Office.
9. Participate in an annual review of the Sponsor's Title VI Program, the purpose of which is to determine to what extent the Sponsor has complied with Title VI requirements including the ADA. This review is conducted one year from the date of approval of the Non-Discrimination Agreement and then annually on the same date. The format for the Title VI review will be provided each year to the Sponsor for completion. A determination of compliance will be made by ITD's EEO Office based on the information supplied in the review. This review of the Sponsor's Title VI Program may also include an on-site review in order to determine compliance.

Discrimination Complaint Procedure

Any person who believes that he or she, individually, as a member of any specific class, or in connection with any disadvantaged business enterprise, has been subjected to discrimination prohibited by Title VI of the Civil Rights Act of 1964, the American with Disabilities Act of 1990, Section 504 of the Vocational Rehabilitation Act of 1973 and the Civil Rights Restoration Act of 1987, as amended, may file a complaint with the Sponsor. A complaint may also be filed by a representative on behalf of such a person. All complaints will be referred to the Sponsor's Title VI Coordinator for review and action.

In order to have the complaint consideration under this procedure, the complainant must file the complaint no later than 180 days after:

- a) The date of alleged act of discrimination; or
- b) Where there has been a continuing course of conduct, the date on which that conduct was discontinued.

In either case, the Sponsor or his/her designee may extend the time for filing or waive the time limit in the interest of justice, specifying in writing the reason for so doing.

Complaints shall be in writing and shall be signed by the complainant and/or the complainant's representative. Complaints shall set forth as fully as possible the facts and circumstances surrounding the claimed discrimination. In the event that a person makes a verbal complaint of discrimination to an officer or employee of the Sponsor, the person shall be interviewed by the Title VI Coordinator. If necessary, the Title VI Coordinator will assist the person in reducing the complaint to writing and submit the written version of the complaint to the person for signature. The complaint shall then be handled according to the Sponsor's investigative procedures.

Within 10 days, the Title VI Coordinator will acknowledge receipt of the allegation, inform the complainant of action taken or proposed action to process the allegation, and advise the complainant of other avenues of redress available, such as ITD and USDOT.

The Sponsor will advise ITD within 10 days of receipt of the allegations. Generally, the following information will be included in every notification to ITD:

- a) Name, address, and phone number of the complainant.
- b) Name(s) and address(es) of alleged discriminating official(s).
- c) Basis of complaint (i.e., race, color, national origin or sex)
- d) Date of alleged discriminatory act(s).
- e) Date of complaint received by the Sponsor.
- f) A statement of the complaint.

- g) Other agencies (state, local or Federal) where the complaint has been filed.
- h) An explanation of the actions the Sponsor has taken or proposed to resolve the issue raised in the complaint.

Within 60 days, the Title VI Coordinator will conduct an investigation of the allegation and based on the information obtained, will render a recommendation for action in a report of findings to the Sponsor's authorized representative. The complaint should be resolved by informal means whenever possible. Such informal attempts and their results will be summarized in the report of findings.

Within 90 days of receipt of the complaint, the Sponsor's authorized representative will notify the complainant in writing of the final decision reached, including the proposed disposition of the matter. The notification will advise the complainant of his/her appeal rights with ITD, or USDOT, if they are dissatisfied with the final decision rendered by the Sponsor. The Title VI Coordinator will also provide ITD with a copy of this decision and summary of findings upon completion of the investigation.

Contacts for the different Title VI administrative jurisdictions are as follows:

Idaho Transportation Department
Equal Employment Opportunity Office – External Programs
EEO Manager
PO Box 7129
Boise, ID 83707-1129
208-334-8852

Federal Highway Administration
Idaho Division Office
3050 Lakeharbor Lane, Suite 126
Boise, ID 83703
208-334-9180

Sanctions

In the event the Sponsor fails or refuses to comply with the terms of this Agreement, the ITD may take any or all of the following actions:

1. Cancel, terminate, or suspend this Agreement in whole or in part;
2. Refrain from extending any further assistance to the Sponsor under the program from which the failure or refusal occurred until satisfactory assurance of future compliance has been received from the Sponsor.
3. Take such other action that may be deemed appropriate under the circumstances, until compliance or remedial action has been accomplished by the Sponsor;
4. Refer the case to the Department of Justice for appropriate legal proceedings.

Distribution: EEO Office
Appendix A revised: 03-09, 08-10

Attachment 1

This Attachment is to be inserted in every contract subject to Title VI of the Civil Rights Act of 1964 and associated Regulations.

During the performance of this contract, the contractor/consultant, for itself, its assignees and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. Compliance with Regulations

The contractor shall comply with the Regulations relative to non-discrimination in federally assisted programs of United States Department of Transportation (USDOT), Title 49, Code of Federal Regulations, part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

2. Non-discrimination

The contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, sex, or national origin in the selection and retention of sub-contractors, including procurement of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

3. Solicitations for Sub-contracts, Including Procurement of Materials and Equipment

In all solicitations either by competitive bidding or negotiations made by the contractor for work to be performed under a sub-contract, including procurement of materials or leases of equipment, each potential sub-contractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to non-discrimination on the grounds of race, color, sex, or national origin.

4. Information and Reports

The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the contracting agency or the appropriate federal agency to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the contractor shall so certify to ITD or the USDOT as appropriate, and shall set forth what efforts it has made to obtain the information.

5. Sanctions for Non-compliance

In the event of the contractor's non-compliance with the non-discrimination provisions of this contract, the contracting agency shall impose such contract sanctions as it or the USDOT may determine to be appropriate, including, but not limited to:

- Withholding of payments to the contractor under the contract until the contractor complies, and/or;
- Cancellation, termination, or suspension of the contract, in whole or in part

Incorporation of Provisions

The contractor shall include the provisions of paragraphs (1) through (5) in every sub-contract, including procurement of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The contractor shall take such action with respect to any sub-contractor or procurement as the contracting agency or USDOT may direct as a means of enforcing such provisions including sanctions for non-compliance.

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a sub-contractor or supplier as a result of such direction, the contractor may request ITD enter into such litigation to protect the interests of the state and, in addition, the contractor may request the USDOT enter into such litigation to protect the interests of the United States.

Attachment 2

The following clauses shall be included in any and all deeds affecting or recording the transfer of real property, structures or improvements thereon, or interest therein from the United States.

GRANTING CLAUSE

NOW THEREFORE, Department of Transportation, as authorized by law, and upon the condition that the state of Idaho will accept title to the lands and maintain the project constructed thereon, in accordance with Title 23, United States Code, the Regulations for the Administration of Federal Aid for Highways and the policies and procedures prescribed by the United States Department of Transportation and, also in accordance with and in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in federally assisted programs of the Department of Transportation ITD (hereinafter referred to as the Regulations) pertaining to and effectuating the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252: 42 USC 2000d to 2000d - 4) does hereby remise, release, quitclaim, and convey unto the state of Idaho all the right, title, and interest of the Department of Transportation in and to said land described in Exhibit A attached hereto and made a part thereof.

HABENDUM CLAUSE

TO HAVE AND TO HOLD said lands and interests therein unto the state of Idaho, and its successors forever, subject, however, to the covenants, conditions, restrictions and reservations herein contained as follows, which will remain in effect for the period during which the real property or structures are used for a purpose for which the federal financial assistance is extended or for another purpose involving the provisions of similar services or benefits and shall be binding on the state of Idaho, its successors, and assigns.

The state of Idaho, in consideration of the conveyance of said lands and interests in lands, does hereby covenant and agree as a covenant running with the land for itself, its successors and assigns, that (1) no person shall on the grounds of race, color, sex or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subject to discrimination with regard to any facility located wholly or in part on, over, or under such lands hereby conveyed (,)(and)* (2) that the state of Idaho, shall use the lands and interests in lands so conveyed, in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, part 21, Non-discrimination of federally assisted programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended (,) and (3) that in the event of breach of any of the above mentioned non-discrimination conditions, the department shall have a right to reenter said lands and facilities on said land, and the above described land and facilities shall thereon revert to and vest in and become the absolute property of the Department of Transportation and its assigns as such interest existed prior to this instruction.¹

¹ Reverter Clause and related language to be used only when it is determined that such a clause is necessary in order to effectuate the purpose of Title VI of the Civil Rights Act of 1964.

Applicant:
 Address:
 City:
 Zip:
 State:
 Contact Person:
 Phone:
 Co-Applicant/Sponsor (if different from Applicant):
 Address:
 City:
 State:
 Zip:
 Contact Person:
 Phone:
 PROJECT INFORMATION:
 Strategy Number:

Implement Infrastructure Improvements in LMMN 4A to Support Biking and/or Pedestrian Activities

Strategy Name: Implement Infrastructure Improvements in LMMN 4A to Support Biking and/or Pedestrian Activities

Implement Infrastructure Improvements in LMMN 4A to Support Biking and/or Pedestrian Activities

Please select the program(s) you are applying for on this application. *

Funding Source: CC4I CC4I *

Project Start Date: *

Project End Date: *

Highway Routes: If not on the highway system please put N/A *

Beginning Milepost: (0 if inapplicable) *
Ending Milepost: (0 if inapplicable) *

Project Name: Cobblestone/Middle School Sidewalk Connector

Project Location (include street or trail name, city, county, and beginning/end points as applicable):

44 of 300*

Owner of project site or right-of-way:

113 of 400*

78 of 250*

Approximately 700 feet of sidewalk would be installed to ADA standards along Cobblestone Lane from Highway 75 to the Blaine County School District Middle School on N 2nd Avenue. Revisions would be made to the sidewalk, curb & gutter on Highway 75 to improve the pedestrian crossing from an angled crosswalk to a perpendicular crosswalk. A new RRFB pedestrian signal would be added at this location with a radio connection to the traffic signal at Highway 75 and Mc Kercher Boulevard.

484 of 2000*

CONSISTENCY WITH EVALUATION CRITERIA

Projects will be ranked based on project need, benefits, and feasibility. These criteria are described in detail in the Program Guide. If desired, applicants may attach a brief narrative describing the project's consistency with the evaluation criteria in addition to answering the questions that follow.

Briefly describe the need(s) that the project would address:

Cobblestone Lane connects Mountain Rides bus stops on both sides of Highway 75 to the Middle School. A large number of Middle School students use the Mountain Rides buses as their transportation to school. For many students this involves crossing Highway 75 either in the morning or afternoon to catch the bus. This can be especially dangerous during the higher traffic volumes, especially during the morning commute time. Improving the crosswalk by both reconstructing the sidewalk and adding an RRFB pedestrian signal connected by radio signal to the traffic signal at Mc Kercher Blvd. In addition, because Cobblestone Lane does not have a sidewalk for a majority of the street there is an inherent danger for students and other pedestrians walking on Cobblestone Lane.

775 of 1000*

Briefly describe how the need and the proposed solution were identified:

Observations were made by both the Middle School administration and the Haley Police Department of the high number of students using Cobblestone Lane, particularly at the end of the school day in an unsafe manner due to the lack of sidewalks. This presented a high number of conflicts between vehicles arriving to pick up students or accessing the businesses in this area. It was also noted that there were a high number of instances of students crossing Highway 75 in an unsafe manner.

489 of 1000*

Briefly describe the public participation process associated with the project, if any:

Safety measures were put in place by the Wood River Middle School and Hailey Police Department for patrolling student pedestrians, requiring them to walk off the street. Meetings between city and school district officials were held to identify a permanent solution through improved infrastructure. City ordinances require that infrastructure projects be noticed as a public hearing to obtain input from the community on the proposed plans.

441 of 1000*

Briefly describe how the project would enhance mobility, improve safety, or increase economic opportunity (supporting data can be provided if available, such as estimated reduction in crashes, number of jobs created, etc.):

The project would enhance mobility by providing an ADA compliant sidewalk connection from Highway 75 to the Middle School, as well as to other pedestrian walkways in the area, that doesn't currently exist. Safety for all pedestrians, but especially for the students, would be improved by the provision of a sidewalk as well as enhancing the safety crossing Highway 75 with an RRFB pedestrian signal. The RRFB would be installed using the latest standards for requiring yield signs ahead of the RRFB for improved visibility for all vehicles.

542 of 1000*

If the project purpose is to enhance mobility, identify the population group(s) that would benefit from the project, and the destinations that would be served.

A sidewalk and improved highway crossing would connect existing sidewalks in the Middle School area to Highway 75 improving access to mobility limited citizens to an Albertson's store, movie theater and other businesses along Highway 75 (the City of Hailey Main Street and business district).

294 of 1000*

Would the project result in guidelines, procedures, research, or data that could be used in other areas of the state?

Yes No*
If YES, please explain.

A partnership established between the Blaine County School District and Mountain Rides to show how cost savings can be established for school districts by minimizing the extent of school bus routes.

198 of 800

Is there stakeholder support for the project (stakeholders include adjacent property owners, populations affected by the project)?

Yes No*

Briefly describe the project's consistency with the program's financial sustainability goal (i.e., if the project will require future federal funding, does the applicant have a plan for reducing the amount of federal funds that the project/activity will require over time?)

As an infrastructure project once completed the City of Hailey will provide all future maintenance.

99 of 1000*

Optional Narrative: If you have any other documentation that would benefit the evaluation criteria, please upload.

APPLICATION SUMMARY

Instructions:

- Please complete this page and click **SAVE**. Fields will populate with information and any errors will be noted at this point.
- Required fields are marked with a *
- Minimum match amount of total project cost is 7.34%

Category	Total Project Amount	Project Match Percentage	Minimum Required Match	In-Kind (Non-Cash)	Cash Match	Federal Amount Requested
Infrastructure	\$157,000.00	12.74%	\$11,523.80	\$0	\$20,000.00	\$137,000.00
Non-Infrastructure	\$0	%	\$0	\$0	\$0	\$0
Totals			\$11,523.80	\$0	\$20,000.00	\$137,000.00

Note: You may use non-cash items such as volunteered service or in-kind contributions toward the local match, but you must document the monetary value as an eligible cost for the project and include it in the project budget.

SPENDING FORECAST

Projected project spending over the next 12 months.

Please note: These figures have no bearing on the evaluation of the project.

November - 2013	\$0	*
December - 2013	\$0	*
January - 2014	\$2,000.00	*
February - 2014	\$2,000.00	*
March - 2014	\$2,000.00	*

April - 2014	\$5,000.00 *
May - 2014	\$5,000.00 *
June - 2014	\$5,000.00 *
July - 2014	\$50,000.00 *
August - 2014	\$50,000.00 *
September - 2014	\$30,000.00 *
October - 2014	\$6,000.00 *
	\$157,000.00

By checking the box and typing my name on the line below, I certify the above information is true and correct.

Thomas Hellen

Submission of this form is recognized as your digital signature

AGENDA ITEM SUMMARY

DATE: DEPARTMENT: HFD DEPT. HEAD SIGNATURE: CA

SUBJECT: Grant Application for Fire Explorer Program

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

BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED: This Grant is intended to acquire funding to be used as seed money for the Fire Explorer Program. The Grant is sponsored by State Farm Insurance and if received the program will be awarded \$25,000 without the need for matching funds.

FISCAL IMPACT / PROJECT FINANCIAL ANALYSIS:

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 checked="" type="checkbox"/> Fire Dept. | <input type="checkbox"/> P & Z Commission | _____ |

RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD:

Recommend for approval

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)

From: Ty Cordova
Sent: Tuesday, February 25, 2014 1:43 PM
To: Patrick Buchanan
Subject: RE: funding for fire department youth education

Hi Patrick,

We are opening up our Neighborhood Assist grant program on Monday, March 3. It's a \$25,000 grant opportunity and we've had fire departments, elementary schools, and non-profits win the grants over the last two years. Anyone with a Facebook page can submit a "cause" in their community they would like to see funded. IT could be the fire chief or another member of the community recommending funding for a youth education program. Here's the information you can send:

Have you ever wanted to help your community with a problem but didn't know where to start? Maybe it's a run-down park or helping the impoverished in your community. Now, YOU have the power to fix it! State Farm's Neighborhood Assist wants to help identify and address key issues faced by consumers throughout the United States.

State Farm Neighborhood Assist, a crowd-sourced philanthropic initiative, lets communities determine where grant funding is awarded, exclusively through Facebook. The application is short and simple, and I encourage you to learn more by visiting www.statefarm.com/NeighborhoodAssist or by watching this short [video](#). You, or someone you know, could be the catalyst for positive change to your community cause!

The submission phase is open from **March 3rd – March 23rd** and each Facebook user who downloads the free application can submit up to three causes. Anyone living in the United States with a Facebook account is eligible to submit a cause. It's better to submit early - a maximum of 4,000 submissions will be accepted. All you have to do is submit the cause; you don't have to "run the program." The cause must fit into the categories of safety, community development or education.

After the submission stage ends, the [State Farm Youth Advisory Board \(YAB\)](#), a group of college and high school students from across the country, will read and narrow down all the submissions to the top 200 finalists. What the YAB is looking for:

- **How much does your "Cause" focus on an unmet need in this community?**
- **Why do you feel the \$25,000 would address the unmet need?**
- **How much of a lasting impact on this community would the proposal have?**

Once the top 200 causes are identified, they will appear on the Facebook application to be voted on by you and your community. The voting stage will last from April 28 – May 16 and each Facebook user gets 10 votes every day. Winners will be announced on May 27.

Please share this amazing opportunity with your colleagues, friends and family and help spread the word on Facebook and Twitter. Together, you and State Farm can help create safer, better educated and more engaged communities!

Ty Cordova
Community Relations / Public Affairs
Western Market Area
State Farm Insurance
253.912.7252
Ty.cordova.btd0@statefarm.com

- Da
- Ne
- Me
- Ev
- Th
- Et
- St
- Ch
- All

State Farm Neighborhood Assist®

Home 20- Post

REVIEW YOUR SUBMISSION

Before submitting your cause, take a minute to look everything over and make sure your information is correct. This is your last chance to review anything you might want to change. To make a change click "Go Back & Edit" or if you're finished click "Submit My Cause."

Your Name:

Danielle Edelman

Your Birthday:

[REDACTED]

Zip or Postal Code:

83333

Email:

[REDACTED]

Phone:

(208) 337-2041

Cause Name:

Hailey Fire Explorers

Category:

Education

Related Nonprofit Organization:

Municipal fire fighting

Which city will benefit most from this cause?

Hailey

Which state/province would your cause have the most impact?

Idaho

How much does your cause focus on an unmet need of the community?

The Hailey Fire Department and Wood River High School in Hailey, Idaho have initiated a Fire Explorer Program where junior class members are able to "join" the fire department and learn about fire fighting and community education for fire prevention. The Fire Explorers are taught the basics of fire fighting through the department and are involved in all aspects of community education and community activities that the fire department participates in. We have 5 members in this first year of the program. These five juniors will become mentors to future members next year.

How would \$25,000 support your cause?

Any money received will be put toward purchasing Personal Protective Equipment for the members of the Explorer program. Each set of turnout pants, coats, boots, helmet and other equipment can cost from \$1,800 to \$2,300. Purchases will also include education materials for fire prevention activities in the community. The Hailey Fire Department reaches out to school children from pre-school to 4th grade during Fire Prevention Month every October. It is anticipated that these activities will be turned over to the members of the Explorer Program. The Hailey Fire Department also participates in community events throughout the year that these students will be involved in.

How much of a lasting impact on your community will your cause have?

The Explorer Program will have a life long impact on the high school members who participate as well as the community they reach out to through fire prevention activities. The fire service is a wonderful way to teach discipline, accountability and leadership skills along with a possible career choice for these young men and women.

Have you received funding through this program before?

no

If yes, what has been the impact of that funding?

No answer given.

The age group most in need of community involvement is:

0 - 18

What inspired you to submit this cause?

It is important to me to support my local community and its specific needs.

What else (other than funding) would most benefit your cause?

Awareness

Share

(https://twitter.com/...)

text=%23SFNeighbo...

20%20helping%20...

20difference%20in%

20neighborhoods%2...

2425K%20grants.%...

20decide%20where%

20do%20it%20%3A%

20correct%20this%...

20fast%20FNA%20...

Share

Games Your Friends Are Playing



Recommended Games



Sponsored

Love My Chihuahua Cutie



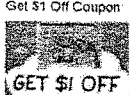
Like · 43,434 people like Love My Chihuahua Cutie.

American Kennel Club



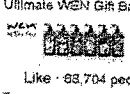
Like · Henna Heitur and Becky LaBrook Labradors like American Kennel Club

Rudi's Gluten-Free Bakery



Like · Patrick A. Watson likes Rudi's Gluten-Free Bakery.

WEN by Chaz Dean



Like · 63,704 people like WEN by Chaz Dean.

Zenergy Health Club and Spa



Like · Zach Crist and Alex Margolin like Zenergy Health Club and Spa.

German Shepherds on...



Like · 34,825 people like German Shepherds on Ruffington Post.

State Farm Neighborhood Assist® · App

Privacy · Report/Contact this App

English (US) · Privacy Terms · Cookies · More

Chat (36)

AGENDA ITEM SUMMARY

DATE: 03/17/2014 **DEPARTMENT:** Admin/Legislative **DEPT. HEAD SIGNATURE:** HD

SUBJECT:

Motion to approve Resolution 2014-20, authorizing mayor to sign Idaho Independent Intergovernmental Authority Trust, CITY OF HAILEY, MEMBER, Summary of Material Modification and Amendment No. 2 to Plan Documents for City of Hailey, which re-defines "cosmetic" to align with definitions in the Affordable Care Act.

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

BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:

As a member of III-A, Hailey has a plan in place which describes how Hailey's Third Party Administrator shall pay on health insurance claims. The plan needs to be amended to conform with the Affordable Care Act. The amendment defines "cosmetic" procedures.

RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD:

Motion to approve Resolution 2014-20, authorizing mayor to sign Idaho Independent Intergovernmental Authority Trust, CITY OF HAILEY, MEMBER, Summary of Material Modification and Amendment No. 2 to Plan Documents for City of Hailey, which re-defines "cosmetic" to align with definitions in the Affordable Care Act.

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. 2014-20

**RESOLUTION OF THE CITY COUNCIL FOR THE CITY OF HAILEY
AUTHORIZING THE EXECUTION OF SUMMARY OF MATERIAL MODIFICATION
AND AMENDMENT NUMBER TWO (2) WITH III-A WHICH RE-DEFINES
“COSMETIC” TO ALIGN WITH DEFINITIONS IN THE AFFORDABLE CARE ACT,
FOR CITY EMPLOYEES.**

WHEREAS, the City of Hailey desires to enter into an amendment with the III-A under which the III-A will provide major medical insurance to Hailey City employees.

WHEREAS, the City of Hailey and the III-A have agreed to the terms and conditions of the 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 III-A Insurance Plan Amendment Number two (2) between the City of Hailey and the III-A and that the Mayor is authorized to execute the attached Amendment,

Passed this 17th day of March 2014.

City of Hailey

Fritz X. Haemmerle, Mayor

ATTEST:

Mary Cone, City Clerk

**IDAHO INDEPENDENT INTERGOVERNMENTAL AUTHORITY TRUST
CITY OF HAILEY
SUMMARY OF MATERIAL MODIFICATION
AND
AMENDMENT #2
GROUP #13533**

This Summary of Material Modification and Amendment describes changes to the Idaho Independent Intergovernmental Authority Trust - A Self-Funded Health Plan (City of Hailey) effective March 1, 2012. These changes are effective as of January 1, 2014 and will remain in effect until amended in writing by the Plan Administrator.

This document should be read carefully and attached to the Plan Document and Summary Plan Description. Please contact the Plan Administrator identified in the Summary Plan Description if you have any questions regarding the changes described in this Summary of Material Modification.

Idaho Independent Intergovernmental Authority Trust (the "Plan Sponsor") is amending the Idaho Independent Intergovernmental Authority Trust - A Self-Funded Health Plan (City of Hailey) (the "Plan") as follows:

*The definition of Cosmetic in the **Definitions** section of the Plan is hereby deleted and replaced as follows:*

Cosmetic means any procedure which is primarily directed at improving an individual's appearance and does not meaningfully promote the proper function of the body or prevent or treat illness or disease. Congenital Anomalies are not considered cosmetic. "Congenital Anomaly" means a condition existing at or from birth that is a significant deviation from the common form or function of the body, whether caused by a hereditary or developmental defect or disease. For the purposes of this Plan, the term "significant deviation" is defined to be a deviation which impairs the function of the body and includes but is not limited to the conditions of cleft lip, cleft palate, webbed fingers or toes, sixth toes or fingers, or defects of metabolism and other conditions that are medically diagnosed to be Congenital Anomalies.

All other provisions of this Plan shall remain unchanged.

In Witness Whereof, the City of Hailey, as a member of the Idaho Independent Intergovernmental Authority Trust, has caused this Summary of Material Modification and Amendment to take effect, be attached to, and form a part of their Plan.

Authorized Signature

Date

Title

Witness

Date

Title

AGENDA ITEM SUMMARY

DATE: 03/17/2014 **DEPARTMENT:** Admin/PW **DEPT. HEAD SIGNATURE:** HD

SUBJECT:

Motion to accept \$147,908.88 bid from Sluder Construction for installation of irrigation lines from Lions park surface-water well to Heagle and Hop Porter Parks, and approve Resolution 2014-21 authorizing city officials to sign contract between City of Hailey and Sluder Construction for the work, and to authorize Galena Engineers to issue a Notice to Proceed on this project and conduct oversight of this project.

AUTHORITY: ID Code **67-2805(3)** IAR _____ City Ordinance/Code _____
(IF APPLICABLE)

Formal bidding option open to all licensed contractors.

BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:

In late summer Hailey sought bids for installation of irrigation line from Lion's park to Hop Porter. The council rejected those bids, as they were high. We re-bid during winter, with the bid now being for installation of irrigation line from Lion's to Hop Porter and Heagle Parks. We hoped that the winter bid and the economy of scale from both projects would help to lower the bids. Attached is an abstract from Jim Zarubica, acting engineer on this project (Zarubica engineered the design of this project while he was on city staff). Last year's bid for just the Hop Porter lines was \$91,755 compared to the bid before us now, which is \$107,440.

FISCAL IMPACT / PROJECT FINANCIAL ANALYSIS:

Budget Line Item # 220-65-41547 YTD Line Item Balance \$ 485,000
Comments: During last fiscal year, we spent \$114,000 for digging wells.

The project is for the purpose of using a surface water right for irrigation of Lion's Park, Hop Porter Park, and Heagle Park. Hailey Municipal Code Title 13 gives the city the authority to pay for the project from the Water Replacement Fund.

Although the project is expensive, the city will gain its return on investment through a) the use of its water right (use it or lose it); and b) less irrigation costs by the parks department as it pays for irrigation by surface water instead of metered potable water; and c) less potable water used through Hailey's Municipal Water System.

RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD:

Motion to accept \$147,908.88 bid from Sluder Construction for installation of irrigation lines from Lions park surface-water well to Heagle and Hop Porter Parks, and approve Resolution 2014-21 authorizing city officials to sign contract between City of Hailey and Sluder Construction for the work, and to authorize Galena Engineers to issue a Notice to Proceed on this project and conduct oversight of this project.

ACTION OF THE CITY COUNCIL:

Date _____

City Clerk _____

FOLLOW-UP:

*Ord./Res./Agrmt./Order Originals: Record

*Additional/Exceptional Originals to: _____

BID ABSTRACT
City of Hailey
Irrigation Main Between Lion's Park and Hop Porter Park
Galena Engineering Inc.

3/10/2014
 #6922

Sawtooth Construction Inc
 dba Eaarthworks

Item	Units	Sluder Construction, Inc			Sawtooth Construction Inc		
		Quantity	Unit Cost	Item Cost	Unit Cost	Item Cost	
4" PVC Irrigation Main	Linear Foot	1640	18.55	\$30,422.00	16.50	\$27,060.00	
4" PE Irrigation Main (under bridge)	Linear Foot	140	8.81	\$1,233.40	16.00	\$2,240.00	
2" PVC Irrigation Main	Linear Foot	20	26.50	\$530.00	24.00	\$480.00	
Installation of 4" PE Pipe in carrier pipe	Lump Sum	1	5,639.20	\$5,639.20	2,000.00	\$2,000.00	
Rain Bird Maxi Cable	Linear Foot	2200	1.62	\$3,564.00	1.75	\$3,850.00	
4" 90° DI elbow	Each	3	126.50	\$379.50	200.00	\$600.00	
4" 45° DI elbow	Each	8	118.00	\$944.00	200.00	\$1,600.00	
4" 22.5° DI elbow	Each	1	116.00	\$116.00	200.00	\$200.00	
4" 11.25° DI elbow	Each	1	114.00	\$114.00	200.00	\$200.00	
4"x4"x2" DI tee	Each	1	186.00	\$186.00	300.00	\$300.00	
4" DI tee	Each	2	172.50	\$345.00	300.00	\$600.00	
2" DI tee	Each	1	135.00	\$135.00	275.00	\$275.00	
4" DI Cap	Each	2	63.50	\$127.00	200.00	\$400.00	
4" Gate Valve	Each	3	575.70	\$1,727.10	1,000.00	\$3,000.00	
2" Gate Valve	Each	1	375.50	\$375.50	1,000.00	\$1,000.00	
Asphalt Surface Repair	Linear Foot	115	16.96	\$1,950.40	50.00	\$5,750.00	
Gravel Surface Repair	Linear Foot	1290	6.62	\$8,539.80	6.50	\$8,385.00	
Sod Repair	Lump Sum	1	2,339.10	\$2,339.10	2,700.00	\$2,700.00	
Irrigation controller, valves, decoders, pedestal	Lump Sum	1	22,338.97	\$22,338.97	26,000.00	\$26,000.00	
Miscellaneous control equipment							
Irrigation Line Wiring Valve Box	Each	4	96.05	\$384.20	1,700.00	\$6,800.00	
PVC to HDPE Transition Coupling	Each	2	242.82	\$485.64	600.00	\$1,200.00	
Meter Vault	Each	2	1,028.30	\$2,056.60	1,800.00	\$3,600.00	
1-1/2" SCH 40 PVC Conduit	Linear Foot	200	2.17	\$434.00	3.00	\$600.00	
2" SCH 40 PVC Conduit	Linear Foot	155	2.38	\$368.90	3.00	\$465.00	
3" SCH 40 PVC Conduit	Linear Foot	20	3.34	\$66.80	5.00	\$100.00	
Hang Rain Bird Maxi Cable on bridge in conduit	Each	1	596.64	\$596.64	4,000.00	\$4,000.00	
Remove and Reinstall guard rail	Lump Sum	1	530.00	\$530.00	1,500.00	\$1,500.00	
Pipe Drain	Each	2	1,370.00	\$2,740.00	1,000.00	\$2,000.00	
Irrigation Box Connection Piping	Lump Sum	1	2,491.00	\$2,491.00	2,400.00	\$2,400.00	
Reduced Pressure Backflow Prevention Assembly	Each	2	4,828.57	\$9,657.14	7,800.00	\$15,600.00	
Fence Enclosure around well & controller	Lump Sum	1	6,624.00	\$6,624.00	9,000.00	\$9,000.00	
TOTAL ALL PRICES- Hop Porter				\$107,440.89		\$133,905.00	

TOTAL ALL PRICES-Heagle Park \$40,467.99 \$56,438.25
TOTAL BOTH BIDS \$147,908.88 \$190,343.25

3/10/2014
#6928

BID ABSTRACT
City of Hailey
Irrigation Main Improvement Design at Heagle Park
Galena Engineering Inc.

Item	Units	Quantity	Sluder Construction, Inc			Sawtooth Construction Inc dba Eaarthworks		
			Unit Cost	Item Cost	Unit Cost	Item Cost	Unit Cost	Item Cost
4" PVC Irrigation Main	Linear Foot	379	\$17.33	\$6,568.07	\$25.00	\$9,475.00		
Rain Bird Maxi Cable	Linear Foot	379	\$1.60	\$606.40	\$1.75	\$663.25		
4" 90° DI elbow	Each	1	\$126.50	\$126.50	\$200.00	\$200.00		
4" DI tee	Each	2	\$172.50	\$345.00	\$300.00	\$600.00		
4" DI Cap	Each	2	\$63.50	\$127.00	\$200.00	\$400.00		
4" Gate Valve	Each	1	\$575.70	\$575.70	\$1,000.00	\$1,000.00		
Gravel Surface Repair	Linear Foot	180	\$6.62	\$1,191.60	\$10.00	\$1,800.00		
Sod Surface Repair	Lump Sum	1	\$1,118.70	\$1,118.70	\$1,500.00	\$1,500.00		
Irrigation controller, valves, decoders, pedestal Miscellaneous control equipment	Lump Sum	1	\$13,870.75	\$13,870.75	\$16,000.00	\$16,000.00		
Irrigation Line Wiring Valve Box	Each	2	\$96.05	\$192.10	\$200.00	\$400.00		
Irrigation Box Connection Piping	Lump Sum	1	\$2,491.00	\$2,491.00	\$2,000.00	\$2,000.00		
Meter Vault	Each	2	\$1,028.30	\$2,056.60	\$1,800.00	\$3,600.00		
4" SCH 40 PVC Conduit	Linear Foot	200	\$3.75	\$750.00	\$10.00	\$2,000.00		
Pipe Drain	Each	2	\$1,370.00	\$2,740.00	\$1,000.00	\$2,000.00		
Reduced Pressure Backflow Prevention Assembly	Each	1	\$4,828.57	\$4,828.57	\$7,800.00	\$7,800.00		
Fence Enclosure	Lump Sum	1	\$2,880.00	\$2,880.00	\$7,000.00	\$7,000.00		
TOTAL ALL PRICES-Heagle Park				40,467.99		56,438.25		

TOTAL ALL PRICES- Hop Porter \$107,440.89 \$133,905.00
Total Both Bids \$147,908.88 \$190,343.25

Security features are included. Details on back.

NOTICE TO CUSTOMER
AS A CONDITION TO THIS INSTITUTION'S ISSUANCE OF THIS CHECK, PURCHASER AGREES TO PROVIDE AN INDEMNITY BOND PRIOR TO THE REFUND OR REPLACEMENT OF THIS CHECK IN THE EVENT IT IS LOST, MISPLACED OR STOLEN.



D. L. EVANS BANK

(208) 788-2130
12 East Bullion Street, Suite A
Hailey, Idaho 83333
24-HOUR EXPRESS PHONE BANKING
1-888-873-9777

91805743

1116
92-358/1241
18

REMITTER
SLUDER CONSTRUCTION

DATE March 10, 2014

PAY TO THE ORDER OF CITY OF HAILEY

\$ 7,395.44

~~SEVEN THOUSAND, THREE HUNDRED AND 44/100~~

DOLLARS

CASHIER'S CHECK

Ram Williams

AUTHORIZED SIGNATURE

BID BOND

500

CITY OF HAILEY
115 MAIN ST SOUTH STE H
HAILEY ID 83333

208-788-4221

Mar 10, 2014

Receipt No: 1.014688

SLUDER CONSTRUCTION

Previous Balance:	.00
General	
SLUDER CONSTR. Security	7,395.44
Bonds Held for Devel	
100-00-20314	
Deposits	

Total: 7,395.44

Check - MWB
Check No: 91805743 7,395.44

Total Applied: 7,395.44

Change Tendered: .00

03/10/2014 02:38PM

**CITY OF HAILEY
RESOLUTION NO. 2014-21**

**RESOLUTION OF THE CITY COUNCIL FOR THE CITY OF HAILEY
AUTHORIZING THE EXECUTION OF STANDARD FORM OF AGREEMENT WITH
SLUDER CONSTRUCTION FOR INSTALLATION OF IRRIGATION LINES FROM
LIONS PARK SURFACE WELL WATER TO HEAGLE AND HOP PORTER PARKS.**

WHEREAS, the City of Hailey desires to enter Standard Form of Agreement with SLUDER CONSTRUCTION for services for installation of irrigation lines from Lions Park surface Well water to Heagle and Hop Porter Parks. The proposed bid for this is \$147,908.88.

WHEREAS, the City of Hailey and SLUDER CONSTRUCTION have agreed to the terms and conditions of the Standard Form of Agreement, 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 Standard Form of Agreement between the City of Hailey and SLUDER CONSTRUCTION and that the Mayor is authorized to execute the attached Agreement,

Passed this 17th day of March, 2014.

City of Hailey

Fritz X. Haemmerle, Mayor

ATTEST:

Mary Cone, City Clerk

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

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

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

ARTICLE 1 - WORK

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

The installation of 4" irrigation mains from the irrigation wells in Lion's and Heagle Parks to connect with existing irrigation systems at Heagle, Hop Porter and Lion's Parks including control infrastructure, including all work, labor and materials necessary for complete installation of the irrigation main.

ARTICLE 2 - THE PROJECT

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

City of Hailey
Heagle, Hop Porter and Lions Park Irrigation System Improvements Project
Hailey, Idaho

ARTICLE 3 - ENGINEER

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

ARTICLE 4 - CONTRACT TIMES

4.01 *Time of the Essence*

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

4.02 *Dates for Substantial Completion and Final Payment*

A. The Work will be substantially completed on or before May 30, 2014, and completed and ready for final payment in accordance with paragraph 14.07 of the General Conditions on or before June 30, 2014.

4.03 *Liquidated Damages*

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

neglect, refuse, or fail to complete the remaining Work within the Contract Time or any proper extension thereof granted by OWNER, CONTRACTOR shall pay OWNER \$250.00 for each day that expires after the time specified in paragraph 4.02 for completion and readiness for final payment until the Work is completed and ready for final payment.

ARTICLE 5 - CONTRACT PRICE

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

A. The contract price shall not exceed \$ _____ except for the addition or subtraction of the quantity of items described herein necessary for the Work. For all Unit Price Work, payment shall be made in the amount equal to the sum of the established unit price for each separately identified item of Unit Price Work times the quantity of that item as indicated in this paragraph 5.01.A:

HOP PORTER LIONS PARKS

No.	Item	Unit	Estimated Quantity	Unit Price	Total Estimated Cost
1.	4" PVC Irrigation Pipe	LF	1640	<u>18.55</u>	\$ <u>30,422.00</u>
2.	4" PE Irrigation Pipe under bridge	LF	140	<u>8.81</u>	\$ <u>1,233.40</u>
3.	2" PVC Irrigation Pipe	Each	20	<u>26.50</u>	\$ <u>530.00</u>
4.	Installation of 4" PE in Carrier pipe	LS	1	<u>5,639.20</u>	\$ <u>5,639.20</u>
5.	Rain Bird Maxi Cable	LF	2200	<u>1.62</u>	\$ <u>3,564.00</u>
6.	4" 90 degree DI elbow	Each	3	<u>126.50</u>	\$ <u>379.50</u>
7.	4" 45 degree DI elbow	Each	8	<u>118.00</u>	\$ <u>944.00</u>
8.	4" 22.5 degree DI elbow	Each	1	<u>116.00</u>	\$ <u>116.00</u>
9.	4" 11.25 degree DI elbow	Each	1	<u>114.00</u>	\$ <u>114.00</u>
10.	4"x4"x2" DI Tee	Each	1	<u>186.00</u>	\$ <u>186.00</u>
11.	4" DI Tee	Each	2	<u>172.50</u>	\$ <u>345.00</u>
12.	2" DI Tee	Each	1	<u>135.00</u>	\$ <u>135.00</u>
13.	4" DI Endcap	Each	2	<u>103.50</u>	\$ <u>127.00</u>
14.	4" Gate Valve	Each	3	<u>575.70</u>	\$ <u>1,727.10</u>
15.	2" Gate Valve	Each	1	<u>375.50</u>	\$ <u>375.50</u>
16.	Asphalt surface repair	LF	115	<u>16.96</u>	\$ <u>1,950.40</u>
17.	Gravel Surface repair	LF	1,290	<u>6.62</u>	\$ <u>8,539.80</u>
18.	Sod Repair	LS	1	<u>2,339.10</u>	\$ <u>2,339.10</u>
19.	Furnish and Install Irrigation Controller, valves, decoders, pedestal, and Misc. control equipment	LS	1	<u>22,338.97</u>	\$ <u>22,338.97</u>

20. Irrigation Wiring Valve Box	Each	4	<u>96.05</u>	\$ <u>384.20</u>
21. PVC to HDPE Transition Coupling	Each	2	<u>242.82</u>	\$ <u>485.64</u>
22. Meter Vault	Each	2	<u>1,028.30</u>	\$ <u>2,056.60</u>
23. 1-1/2" Sch 40 PVC Conduit	LF	200	<u>2.17</u>	\$ <u>434.00</u>
24. 2" Sch 40 PVC Conduit	LF	155	<u>2.38</u>	\$ <u>368.90</u>
25. 3" Sch 40 PVC Conduit	LF	20	<u>3.34</u>	\$ <u>66.80</u>
26. Install Rain Bird Maxi Cable on Bridge in conduit	LS	1	<u>596.64</u>	\$ <u>596.64</u>
27. Remove and Reinstall Guard Rail	LS	1	<u>530.00</u>	\$ <u>530.00</u>
28. Pipe Drain	Each	2	<u>1370.00</u>	\$ <u>2740.00</u>
29. Irrigation Box Connection Piping	LS	1	<u>2491.00</u>	\$ <u>2491.00</u>
30. Reduced Pressure Backflow Prevention Assembly	Each	2	<u>4828.57</u>	\$ <u>9657.14</u>
31. Fence Enclosure around Well and Controller	LS	1	<u>10624.00</u>	\$ <u>10,624.00</u>

TOTAL OF ALL PRICES - Hop Porter

(\$ 109,440.89)

TOTAL WRITTEN IN WORDS

ONE HUNDRED SEVEN THOUSAND FOUR HUNDRED FORTY AND EIGHTY NINE CENTS

HEAGLE PARK

No.	Item	Unit	Estimated Quantity	Unit Price	Total Estimated Cost
1.	4" PVC Irrigation Pipe	LF	379	<u>17.33</u>	\$ <u>6,568.07</u>
2.	Rain Bird Maxi Cable	LF	379	<u>1.60</u>	\$ <u>606.40</u>
3.	4" 90 degree DI elbow	Each	1	<u>121.50</u>	\$ <u>121.50</u>
4.	4" DI Tee	Each	2	<u>172.50</u>	\$ <u>345.00</u>
5.	4" DI End Cap	Each	2	<u>103.50</u>	\$ <u>207.00</u>
6.	4" Gate Valve	Each	1	<u>575.70</u>	\$ <u>575.70</u>
7.	Gravel Surface repair	LF	180	<u>6.62</u>	\$ <u>1191.60</u>
8.	Sod Repair	LS	1	<u>1118.70</u>	\$ <u>1118.70</u>

9. Furnish and Install Irrigation Controller, valves, decoders, pedestal, and Misc. control equipment	LS	1	13,870.75	\$ 13,870.75
10. Irrigation Wiring Valve Box	Each	2	96.05	\$ 192.10
11. Irrigation Box Connection Piping	LS	1	2,491.00	\$ 2,491.00
12. Meter Vault	Each	2	1,028.30	\$ 2,056.60
13. 4" Sch 40 PVC Conduit	LF	200	3.75	\$ 750.00
14. Pipe Drain	Each	2	1,370.00	\$ 2,740.00
15. Reduced Pressure Backflow Prevention Assembly	Each	1	4,828.57	\$ 4,828.57
16. Fence Enclosure around Well and Controller	LS	1	2,880.00	\$ 2,880.00

TOTAL OF ALL PRICES - Heagle Park

(\$ 40,467.99)

TOTAL WRITTEN IN WORDS

Forty thousand four hundred sixty seven and ninety-nine cents

TOTAL OF BOTH PARKS

(\$ 147,908.88)

TOTAL OF BOTH PARKS WRITTEN IN WORDS

ONE HUNDRED FORTY SEVEN THOUSAND NINE HUNDRED EIGHT AND EIGHTY EIGHT CENTS
 (Lowest Total Price will be considered as the low Bidder)

ARTICLE 6 - PAYMENT PROCEDURES

6.01. Submittal and Processing of Payments

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

6.02. Progress Payments; Retainage

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

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

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

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

6.03 *Prompt Payment*

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

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

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

6.04 *Final Payment*

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

ARTICLE 7 - CONTRACTOR'S REPRESENTATIONS

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

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

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

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

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

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

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

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

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

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

J. The CONTRACTOR and their Subcontractors are appropriately licensed public works contractor per Section 54-1902 (Idaho Code).

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

ARTICLE 8 - CONTRACT DOCUMENTS

9.01 *Contents*

A. The Contract Documents consist of the following:

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

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

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

8. Plans and item supplemental specifications (Sheets 1 to 8, inclusive and pages 1 to 4, inclusive)

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

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

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

ARTICLE 9 - MISCELLANEOUS

10.01 *Terms*

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

10.02 *Assignment of Contract*

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

10.03 *Successors and Assigns*

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

10.04 *Severability*

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

10.05 *Mediation*

- A. In an effort to resolve any conflicts that arise during the design or construction of the Work or following the completion of the Work, Owner and Contractor agree that all disputes between them arising out of or relating to the Contract Documents or breach therefor shall be submitted to non-binding mediation, as a condition precedent to litigation, unless the parties mutually agree otherwise. The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in Blaine County, Idaho, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof. Owner and contractor further agree to include a similar mediation provision in all agreements with independent contractors and consultants retained for the Work, thereby providing for mediation as the primary method for dispute resolution between the parties to those agreements.

10.06 *Attorney's Fees*

- A. In the event any suit or legal action is brought by either party against the other, the prevailing party shall be entitled to recover in such action or proceeding all reasonable attorney's fees, expenses, and costs incurred, including, without limitation, such fees, expenses, and costs on appeal and/or bankruptcy proceeding

10.07 *Other Provisions*

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

NOTE TO USER

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

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

OWNER:

CONTRACTOR:

City of Hailey _____

By: _____

By: _____

[CORPORATE SEAL]

[CORPORATE SEAL]

Attest _____

Attest _____

Address for giving notices:

Address for giving notices:

License No. _____
(Where applicable)

Agent for service of process: _____

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

Designated Representative:

Designated Representative:

Name: _____

Name: _____

Title: _____

Title: _____

Address: 115 Main St S _____

Address: _____

Hailey, ID 83333 _____

Phone: 208-788-4221 _____

Phone: _____

Facsimile: 208-788-2924 _____

Facsimile: _____

BID BOND

BIDDER (Name and Address):

SURETY (Name and Address of Principal Place of Business):

OWNER (Name and Address):

BID

BID DUE DATE: _____

PROJECT (Brief Description Including Location):

BOND

BOND NUMBER: _____

DATE (Not later than Bid due date): _____

PENAL SUM: _____

(Words)

(Figures)

IN WITNESS WHEREOF, Surety and Bidder, intending to be legally bound hereby, subject to the terms printed on the reverse side hereof, do each cause this Bid Bond to be duly executed on its behalf by its authorized officer, agent, or representative.

BIDDER

SURETY

(Seal)

(Seal)

Bidder's Name and Corporate Seal

Surety's Name and Corporate Seal

By: _____

Signature and Title

By: _____

Signature and Title
(Attach Power of Attorney)

Attest: _____

Signature and Title

Attest: _____

Signature and Title

-
- Note: (1) Above addresses are to be used for giving required notice.
 (2) Any singular reference to Bidder, Surety, OWNER or other party shall be considered plural where applicable.

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to pay to OWNER upon default of Bidder the penal sum set forth on the face of this Bond.

2. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by OWNER) the executed Agreement required by the Bidding Documents and any performance and payment Bonds required by the Bidding Documents.

3. This obligation shall be null and void if:

3.1. OWNER accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by OWNER) the executed Agreement required by the Bidding Documents and any performance and payment Bonds required by the Bidding Documents, or

3.2. All Bids are rejected by OWNER, or

3.3. OWNER fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by paragraph 5 hereof).

4. Payment under this Bond will be due and payable upon default by Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from OWNER, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.

5. Surety waives notice of and any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by OWNER and Bidder, provided that the total time for issuing Notice of Award including extensions shall not in the aggregate exceed 120 days from Bid due date without Surety's written consent.

6. No suit or action shall be commenced under this Bond prior to 30 calendar days after the notice of default required in paragraph 4 above is received by Bidder and Surety and in no case later than one year after Bid due date.

7. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.

8. Notices required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier or by United States

Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.

9. Surety shall cause to be attached to this Bond a current and effective Power or Attorney evidencing the authority of the officer, agent or representative who executed this Bond on behalf of Surety to execute, seal and deliver such Bond and bind the Surety thereby.

10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.

11. The term "Bid" as used herein includes a Bid, offer or proposal as applicable.

Performance Bond

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

CONTRACTOR (Name and Address):

SURETY (Name and Address of Principal Place
of Business):

OWNER (Name and Address):

CONTRACT

Date:

Amount:

Description (Name and Location):

BOND

Date (Not earlier than Contract Date):

Amount:

Modifications to this Bond Form:

Surety and Contractor, intending to be legally bound hereby, subject to the terms printed on the reverse side hereof, do each cause this Performance Bond to be duly executed on its behalf by its authorized officer, agent or representative.

CONTRACTOR AS PRINCIPAL

Company: _____ (Corp. Seal)

Signature: _____

Name and Title:

SURETY

Company: _____ (Corp. Seal)

Signature: _____

Name and Title:

(Attach Power of Attorney)

(Space is provided below for signatures of additional parties, if required.)

CONTRACTOR AS PRINCIPAL

Company: _____ (Corp. Seal)

Signature: _____

Name and Title:

SURETY

Company: _____ (Corp. Seal)

Signature: _____

Name and Title:

EJCDC No. 1910-28-A (1996 Edition)

Originally prepared through the joint efforts of the Surety Association of America, Engineers Joint Contract Documents Committee, the Associated General Contractors of America, and the American Institute of Architects.

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

2. If the CONTRACTOR performs the Contract, the Surety and the CONTRACTOR have no obligation under this Bond, except to participate in conferences as provided in paragraph 3.1.

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

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

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

3.3. The OWNER has agreed to pay the Balance of the Contract Price to:

3.3.1. The Surety in accordance with the terms of the Contract;

3.3.2 Another contractor selected pursuant to paragraph 4.3 to perform the Contract.

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

4.1. Arrange for the CONTRACTOR, with consent of the OWNER, to perform and complete the Contract; or

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

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

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

4.4.1 After investigation, determine the amount for which it may be liable to the OWNER and, as soon as practicable after the amount is determined, tender payment therefor to the OWNER; or

4.4.2 Deny liability in whole or in part and notify the OWNER citing reasons therefor.

5. If the Surety does not proceed as provided in paragraph 4 with reasonable promptness, the Surety shall be deemed to be in default on this Bond fifteen days after receipt of an additional written notice from the OWNER to the Surety demanding that the Surety perform its obligations under this Bond, and the OWNER shall be entitled to enforce any remedy available to the OWNER. If the Surety proceeds as provided in paragraph 4.4, and the OWNER refuses the payment tendered or the Surety has denied

liability, in whole or in part, without further notice the OWNER shall be entitled to enforce any remedy available to the OWNER.

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

6.1. The responsibilities of the CONTRACTOR for correction of defective Work and completion of the Contract;

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

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

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

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

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

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

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

12. Definitions.

12.1 Balance of the Contract Price: The total amount payable by the OWNER to the CONTRACTOR under the Contract after all proper adjustments have been made, including allowance to the CONTRACTOR of any amounts received or to be received by the OWNER in settlement of insurance or other Claims for damages to which the CONTRACTOR is entitled, reduced by all valid and proper payments made to or on behalf of the CONTRACTOR under the Contract.

12.2 Contract: The agreement between the OWNER and the CONTRACTOR identified on the signature page, including all Contract Documents and changes thereto.

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

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

Payment Bond

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

CONTRACTOR (Name and Address):

SURETY (Name and Address of Principal Place
of Business):

OWNER (Name and Address):

CONTRACT

Date:

Amount:

Description (Name and Location):

BOND

Date (Not earlier than Contract Date):

Amount:

Modifications to this Bond Form:

Surety and Contractor, intending to be legally bound hereby, subject to the terms printed on the reverse side hereof, do each cause this Payment Bond to be duly executed on its behalf by its authorized officer, agent, or representative.

CONTRACTOR AS PRINCIPAL

Company: _____ (Corp. Seal)

Signature: _____

Name and Title:

SURETY

Company: _____ (Corp. Seal)

Signature: _____

Name and Title:

(Attach Power of Attorney)

(Space is provided below for signatures of additional parties, if required.)

CONTRACTOR AS PRINCIPAL

Company: _____ (Corp. Seal)

Signature: _____

Name and Title:

SURETY

Company: _____ (Corp. Seal)

Signature: _____

Name and Title:

EJCDC No. 1910-28-B (1996 Edition)

Originally prepared through the joint efforts of the Surety Association of America, Engineers Joint Contract Documents Committee, the Associated General Contractors of America, the American Institute of Architects, the American Subcontractors Association, and the Associated Specialty Contractors.

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

2. With respect to the OWNER, this obligation shall be null and void if the CONTRACTOR:

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

2.2. Defends, indemnifies and holds harmless the OWNER from all claims, demands, liens or suits by any person or entity who furnished labor, materials or equipment for use in the performance of the Contract, provided the OWNER has promptly notified the CONTRACTOR and the Surety (at the addresses described in paragraph 12) of any claims, demands, liens or suits and tendered defense of such claims, demands, liens or suits to the CONTRACTOR and the Surety, and provided there is no OWNER Default.

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

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

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

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

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

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

3. Not having been paid within the above 30 days, have sent a written notice to the Surety and sent a copy, or notice thereof, to the OWNER, stating that a claim is being made under this Bond and enclosing a copy of the previous written notice furnished to the CONTRACTOR.

5. If a notice required by paragraph 4 is given by the OWNER to the CONTRACTOR or to the Surety, that is sufficient compliance.

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

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

6.2. Pay or arrange for payment of any undisputed amounts.

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

8. Amounts owed by the OWNER to the CONTRACTOR under the Contract shall be used for the performance of the Contract and to satisfy claims, if any, under any Performance Bond. By the CONTRACTOR furnishing and the OWNER accepting this Bond, they agree that all funds earned by the CONTRACTOR in the performance of the Contract are dedicated to satisfy obligations of the

CONTRACTOR and the Surety under this Bond, subject to the OWNER's priority to use the funds for the completion of the Work.

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

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

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

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

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

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

15. DEFINITIONS

15.1. Claimant: An individual or entity having a direct contract with the CONTRACTOR or with a Subcontractor of the CONTRACTOR to furnish labor, materials or equipment for use in the performance of the Contract. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Contract, architectural and engineering services required for performance of the Work of the CONTRACTOR and the CONTRACTOR's Subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.

15.2. Contract: The agreement between the OWNER and the CONTRACTOR identified on the signature page, including all Contract Documents and changes thereto.

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

