

BY THE BOARD OF COMMISSIONERS OF THE URBAN RENEWAL AGENCY OF KETCHUM, IDAHO:

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE URBAN RENEWAL AGENCY OF KETCHUM, IDAHO, AUTHORIZING AGENCY TO ENTER INTO A REIMBURSEMENT PARTICIPATION AGREEMENT WITH THE COMMUNITY LIBRARY ASSOCIATION, INC.; AUTHORIZING THE CHAIRMAN OR ADMINISTRATOR AND THE SECRETARY OF AGENCY TO TAKE APPROPRIATE ACTION; AND PROVIDING FOR THIS RESOLUTION TO BE EFFECTIVE UPON ITS PASSAGE AND APPROVAL.

THIS RESOLUTION, made on the date hereinafter set forth by the Urban Renewal Agency of Ketchum, Idaho, also known as the Ketchum Urban Renewal Agency, an independent public body, corporate and politic, authorized under the authority of the Idaho Urban Renewal Law of 1965, Chapter 20, Title 50, Idaho Code, as amended (hereinafter the “Law”) and the Local Economic Development Act, Chapter 29, Title 50, Idaho Code, as amended (hereinafter the “Act”), a duly created and functioning urban renewal agency for Ketchum, Idaho, hereinafter referred to as the “Agency.”

WHEREAS, the City Council (“City Council”) of the City of Ketchum (the “City”) by adoption of Ordinance No. 992 on November 15, 2006, duly adopted the Ketchum Urban Renewal Plan (the “2006 Plan”) to be administered by the Agency;

WHEREAS, upon the approval of Ordinance No. 1077 adopted by the City Council on November 15, 2010, and deemed effective on November 24, 2010, the Agency began implementation of the amended Ketchum Urban Renewal Plan (the “Amended Plan”);

WHEREAS, The Community Library Association, Inc. (the “Library”) owns or controls certain real property located at Fourth Street and Spruce Avenue, Ketchum, Idaho (the “Project Site”) which is more accurately depicted as Lot 1B, Block 89, Ketchum, Townsite. The Project Site and building facility will be redeveloped through a comprehensive renovation of the interior and exterior in an estimated cost of \$10.5 million (the “Project”);

WHEREAS, as part of the Project, the Library intends to remediate certain Project Site conditions and redevelop the Project Site (the “Improvement Project”);

WHEREAS, the Project and the Improvement Project are located in the Amended Plan area (“Ketchum Urban Renewal District”). The Amended Plan includes various measures to mitigate and remediate the Ketchum Urban Renewal District. The Agency has also adopted a Participation Policy concerning Agency participation in redevelopment projects;

WHEREAS, the Improvement Project includes improvements of public infrastructure to replace curb, gutter, and sidewalk along Walnut Avenue, Spruce Avenue, and Fourth Street, adjacent to the Project Site, that are consistent with the objectives of the Plan. The Improvement Project will contribute to enhancing and revitalizing the Ketchum Urban Renewal District.;

WHEREAS, the Agency's participation in the Participant's Project achieves the following objectives:

- the proposed improvements are in the Agency's revenue allocation area
- the proposed improvements are not the result of any city mandated improvement or quid pro quo associated with design review or project development application approval
- the proposed improvements extend the community's vision for a walkable community with particular emphasis on a pedestrian corridor as evidenced in the City of Ketchum Downtown Master Plan and 2014 Comprehensive Plan

WHEREAS, the Improvement Project includes an expansion of Fourth Street and creates a fuller extension of the Heritage Corridor and enhanced streetscape treatment;

WHEREAS, Agency deems it appropriate to assist the development of the Improvement Project to achieve the objectives set forth in the Amended Plan;

WHEREAS, Agency and the Library have negotiated the terms of a Reimbursement Participation Agreement, attached hereto as Exhibit A, which sets forth the obligations of Agency and the Library, concerning the reimbursement by Agency to the Library for construction of the Improvement Project;

WHEREAS, the Board of Commissioners finds it in the best public interest to approve the Reimbursement Participation Agreement and to authorize the Chair or Vice-Chair to execute and attest the Reimbursement Participation Agreement, subject to certain conditions, and to execute all necessary documents to implement the transaction, subject to the conditions set forth below.

NOW, THEREFORE, BE IT RESOLVED BY THE MEMBERS OF THE BOARD OF COMMISSIONERS OF THE KETCHUM URBAN RENEWAL AGENCY OF THE CITY OF KETCHUM, IDAHO, AS FOLLOWS:

Section 1: That the above statements are true and correct.

Section 2: That the Reimbursement Participation Agreement, attached hereto as Exhibit A, is hereby incorporated herein and made a part hereof by reference and is hereby approved and accepted, recognizing technical changes or corrections which may be required prior to execution of the Reimbursement Participation Agreement.

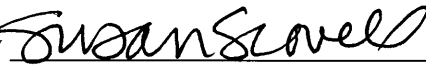
Section 3. That the Chair or Vice-Chair and Secretary of the Agency are hereby authorized to sign and enter into the Reimbursement Participation Agreement and to execute all necessary documents required to implement the actions contemplated by the Reimbursement Participation Agreement, subject to representations by Agency staff and Agency legal counsel that

all conditions precedent to such actions have been met; and further, any necessary technical changes to the Reimbursement Participation Agreement or other documents are acceptable, upon advice from Agency's legal counsel that said changes are consistent with the provisions of the Reimbursement Participation Agreement and the comments and discussions received at the January 22, 2019, Agency Board meeting; Agency is further authorized to appropriate any and all funds contemplated by the Reimbursement Participation Agreement and to perform any and all other duties required pursuant to said Reimbursement Participation Agreement.

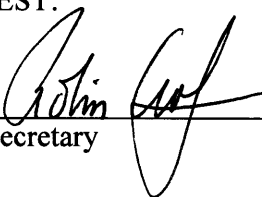
Section 4: That this Resolution shall be in full force and effect immediately upon its adoption and approval.

PASSED By the Urban Renewal Agency of Ketchum, Idaho, on January 22, 2019. Signed by the Chair of the Board of Commissioners and attested by the Secretary to the Board of Commissioners, on January 22, 2019.

URBAN RENEWAL AGENCY OF KETCHUM

By 
Chair

ATTEST:

By 
Secretary

4841-7032-7685, v. 1

REIMBURSEMENT PARTICIPATION AGREEMENT

THIS REIMBURSEMENT PARTICIPATION AGREEMENT (“Agreement”) is entered into by and between the Urban Renewal Agency of the City of Ketchum, also known as the Ketchum Redevelopment Agency, an independent public body, corporate and politic, organized and existing under the laws of the State of Idaho and known as the urban renewal agency of the City of Ketchum, Idaho (“Agency”) and The Community Library Association, Inc., a 501(c)(3) tax-exempt nonprofit organization (“Participant”). Agency and Participant may be collectively referred to as the “Parties” and individually referred to as a “Party.”

RECITALS

A. Participant owns or controls certain real property located at Fourth Street and Spruce Avenue, Ketchum, Idaho (the “Project Site”) which is more accurately depicted as Lot 1B, Block 89, Ketchum Townsite. The Project Site and building facility will be redeveloped through a comprehensive renovation of the interior and exterior in an estimated cost of \$10.5 million (the “Participant’s Project”).

B. As part of the Participant’s Project, Participant intends to remediate certain Project Site conditions and redevelop the Project Site (the “Improvement Project”). The Improvement Project is more accurately depicted on attached **Exhibit A**.

C. The Participant’s Project and the Improvement Project are located in the Ketchum Urban Renewal Plan (the “Plan”) area, which consists of the Ketchum Urban Renewal Plan approved by the City Council on November 15, 2006, and the Amended Ketchum Urban Renewal Plan approved by the City Council on November 15, 2010 (“Ketchum Urban Renewal District”). The Plan includes various measures to mitigate and remediate the Ketchum Urban Renewal District. The Agency has also adopted a Participation Policy concerning Agency participation in redevelopment projects.

D. The Improvement Project includes improvements of public infrastructure to replace curb, gutter, and sidewalk along Walnut Avenue, Spruce Avenue, and Fourth Street, adjacent to the Project Site, that are consistent with the objectives of the Plan. The Improvement Project will contribute to enhancing and revitalizing the Ketchum Urban Renewal District.

E. The Agency’s participation in the Participant’s Project achieves the following objectives:

- the proposed improvements are in the Agency’s revenue allocation area
- the proposed improvements are not the result of any city mandated improvement or *quid pro quo* associated with design review or project development application approval
- the proposed improvements extend the community’s vision for a walkable community with particular emphasis on a pedestrian

corridor as evidenced in the City of Ketchum Downtown Master Plan and 2014 Comprehensive Plan

F. The Improvement Project includes an expansion of Fourth Street and creates a fuller extension of the Heritage Corridor and enhanced streetscape treatment.

G. Agency deems it appropriate to assist the development of the Improvement Project to achieve the objectives set forth in the Plan.

AGREEMENTS

NOW, THEREFORE, in consideration of the above recitals, which are incorporated into this Agreement; the mutual covenants contained herein; and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. **Effective Date.** The effective date (“Effective Date”) of this Agreement shall be the date when this Agreement has been signed by the Participant and Agency (last date signed) and shall continue until: (1) the completion of all obligations of each Party; or (2) five (5) years from the Effective Date, whichever comes first.

2. **Construction of the Improvement Project.** Participant agrees to construct the Improvement Project consistent with the following:

- a. Remove and remediate certain Project Site conditions and backfill in order to enhance development of the Project Site.
- b. The Parties agree that the Improvement Project is depicted on **Exhibit A**, with cost estimates for eligible items described in the Schedule of Eligible Costs in **Exhibit B** (“Estimated Eligible Costs”). Any other public improvements that are constructed by the Participant as part of the Participant’s Project are not eligible for reimbursement pursuant to this Agreement. Additionally, Agency’s reimbursement obligation is limited to the amount set forth in Section 6 of this Agreement.

3. **Initial Construction Funding.** Participant shall pay for all of the costs of construction for the Improvement Project. Agency acknowledges that the Schedule of Costs attached as **Exhibit B** is an estimate by Participant’s contractor and that actual costs for the Improvement Project, as well as each line item of cost, may be more or less than is shown on **Exhibit B**.

4. **Notification of Completion; Inspection.** Upon completion of construction, Participant shall notify Agency in writing and request a final construction inspection and/ or a meeting with Agency to determine if the Improvement Project meets the requirements of this Agreement. Agency shall provide Participant with written confirmation that the Improvement Project has been completed in compliance with this Agreement.

5. Determining Actual Payment after Completion of Construction.

Participant shall provide appropriate documentation ("Cost Documentation") to Agency that Participant has expended funds for eligible costs in order to receive payment per the terms of this Agreement. Any Cost Documentation shall be submitted within thirty (30) days of Participant's notification to Agency that construction of the Improvement Project is complete and shall include:

- a. Schedule of values that includes line items for the Improvement Project improvements approved by Agency for reimbursement so they are identifiable separate from other line items ("Schedule of Values").
- b. Invoices from Participant's general contractor, subcontractor(s) and material suppliers for each type of eligible cost item (e.g. excavation, material fill, pavement, etc.). Invoices shall specify quantities and unit costs of materials, and a percentage estimate of how much material was used for the Improvement Project in comparison to the amount used for the remainder of Participant's project ("Invoices").
- c. Explanation of any significant deviation between the initial cost estimates in **Exhibit B** and the actual costs in the Cost Documentation as requested by Agency.
- d. Additional documentation or clarifications may be required and requested by Agency.

Agency shall have the right to review the Cost Documentation and to obtain independent verification that the quantities of work claimed, the unit costs and the total costs for eligible costs are commercially reasonable and consistent with the cost estimates provided by Participant to Agency prior to construction. In the event Participant fails to timely deliver the Cost Documentation, Agency may, in its discretion, elect to terminate its payment obligations under this Agreement by providing Participant with written notice of such default. Participant shall have thirty (30) days from such written notice to cure the default. In the event Participant fails to cure such a default, Agency's payment obligations under this Agreement may be terminated in Agency's sole discretion.

Within fifteen (15) calendar days of Agency's receipt of the Cost Documentation, Agency will notify Participant in writing of Agency's acceptance or rejection of the Cost Documentation and Agency's determination of the Actual Eligible Costs to be reimbursed. Agency shall, in its discretion, determine the Actual Eligible Costs following its review of the Cost Documentation, verification of the commercial reasonableness of the costs and expenses contained in such Cost Documentation, and comparison of the amounts in the Cost Documentation to the amounts in **Exhibit B**. **In no event shall the total for the Actual Eligible Costs exceed the amount allowed by Section 6.**

If Participant disagrees with Agency's calculation of the Actual Eligible Costs, Participant must respond to Agency in writing within three (3) business days explaining why Participant believes Agency's calculation was in error and providing any evidence

to support any such contentions Participant wants Agency to consider. Agency shall respond to Participant within three (3) business days with a revised amount for the Actual Eligible Costs or notifying Participant Agency will not revise the initial amount calculated. At that point, the determination of the Actual Eligible Costs will be final.

Agency's determination of the Actual Eligible Costs is within its sole discretion.

6. Agency's Reimbursement Payment Amount and Payment Period. In accordance with the Participation Program, Agency agrees to reimburse Participant as follows:

Actual Eligible Costs not to exceed \$510,000 **WITH NO INTEREST**. Actual Eligible Costs do include certain soft costs. Agency disbursements shall occur as follows:

- within thirty (30) days of the signing of this Agreement by the Agency in an amount not to exceed \$260,000, subject to inspection cost verification as described in Sections 4 and 5 of this Agreement
- \$50,000 on or before December 31, 2019
- \$50,000 on or before December 31, 2020
- \$50,000 on or before December 31, 2021
- \$50,000 on or before December 31, 2022
- \$50,000 on or before December 31, 2023

Agency may pay at any time, in whole or in part, without penalty, the then remaining outstanding balance of the reimbursement obligation.

7. Conditions Precedent to Agency's Payment Obligation. Agency agrees to reimburse Participant in the amount as determined in compliance with Sections 2.b., 5, and 6 and submittal of the required information described in Section 6 above.

Participant's failure to comply with all Agreement provisions shall be a basis for termination of Agency's reimbursement obligation.

8. Subordination of Reimbursement Obligations. The Parties agree this Agreement does not provide Participant with a security interest in any Agency revenues for the Ketchum Urban Renewal District or any other urban renewal plan area, including but not limited to revenue from any "Revenue Allocation Area" (as defined in Title 50, Chapter 29 of the Idaho Code). Notwithstanding anything to the contrary in this Agreement, the obligation of Agency to make the payments as specified in this Agreement shall be subordinate to all Agency obligations that have committed or in the future commit available Agency revenues, including but not limited to revenue from any Revenue Allocation Area and may be subject to consent and approval by Agency lenders.

9. **Default.** Neither Party shall be deemed to be in default of this Agreement except upon the expiration of forty-five (45) days [ten (10) days in the event of failure to pay money] from receipt of written notice from the other Party specifying the particulars in which such Party has failed to perform its obligations under this Agreement unless such Party, prior to expiration of said 45-day period [ten (10) days in the event of failure to pay money], has rectified the particulars specified in said notice of default. In the event of a default, the nondefaulting Party may do the following:

- a. The nondefaulting Party may terminate this Agreement upon written notice to the defaulting Party and recover from the defaulting Party all direct damages incurred by the nondefaulting Party.
- b. The nondefaulting Party may seek specific performance of those elements of this Agreement which can be specifically performed, in addition, recover all damages incurred by the nondefaulting Party. The Parties declare it to be their intent that elements of this Agreement requiring certain actions be taken for which there are not adequate legal remedies may be specifically enforced.
- c. The nondefaulting Party may perform or pay any obligation or encumbrance necessary to cure the default and offset the cost thereof from monies otherwise due the defaulting Party or recover said monies from the defaulting Party.
- d. The nondefaulting Party may pursue all other remedies available at law, it being the intent of the Parties that remedies be cumulative and liberally enforced so as to adequately and completely compensate the nondefaulting Party.
- e. In the event Participant defaults under this Agreement, Agency (the nondefaulting Party) shall have the right to suspend or terminate its payment under this Agreement, as more specifically defined in this Agreement, for so long as the default continues and if not cured, Agency's obligation for payment shall be deemed extinguished. In addition, if Agency funds shall have been paid, Participant shall reimburse Agency for any such funds Participant received.

10. **Captions and Headings.** The captions and headings in this Agreement are for reference only and shall not be deemed to define or limit the scope or intent of any of the terms, covenants, conditions, or agreements contained herein.

11. **No Joint Venture or Partnership.** Agency and Participant agree that nothing contained in this Agreement or in any document executed in connection with this Agreement shall be construed as making Agency and Participant a joint venture or partners.

12. Successors and Assignment. This Agreement is not assignable except that the Participant may assign Participant's rights or obligations under this Agreement to a third party only with the written approval of Agency, at Agency's sole discretion and cannot be reasonably denied.

13. Notices and Receipt. All notices given pursuant to this Agreement shall be in writing and shall be given by personal service, by United States mail, or by United States express mail or other established express delivery service (such as Federal Express), postage or delivery charge prepaid, return receipt requested, or by electronic mail (e-mail) addressed to the appropriate Party at the address set forth below:

If to Participant: Jenny Emery Davidson, Executive Director
 The Community Library Association, Inc.
 P.O. Box 2168
 Ketchum, Idaho 83340
 208-726-3493
 jdavidson@comlib.org

If to Agency: Suzanne Frick, Executive Director
 Ketchum Urban Renewal Agency
 P.O. Box 2315
 Ketchum, Idaho 83340
 208-726-7803
 sfrick@ketchumidaho.org

14. Applicable Law/Attorney Fees. This Agreement shall be construed and enforced in accordance with the laws of the State of Idaho. Should any legal action be brought by either Party because of breach of this Agreement or to enforce any provision of this Agreement, the prevailing Party shall be entitled to reasonable attorney fees, court costs, and such other costs as may be found by the court.

15. Entire Agreement. This Agreement constitutes the entire understanding and agreement of the Parties. Exhibits to this Agreement are as follows:

Exhibit A Improvement Project Plan
Exhibit B Schedule of Eligible Costs

16. Indemnification. Participant shall indemnify and hold Agency and its respective officers, agents, and employees harmless from and against all liabilities, obligations, damages, penalties, claims, costs, charges, and expenses, including reasonable architect and attorney fees (collectively referred to in this section as "Claim"), which may be imposed upon or incurred by or asserted against Agency or its respective officers, agents, and employees relating to the construction or design of the Improvement Project or otherwise arising out of Participant's actions or inactions. In the event an action or proceeding is brought against Agency or its respective officers, agents, and employees by reason of any such Claim, Participant, upon written notice from Agency shall, at Participant's expense, resist or defend such action or proceeding. Notwithstanding the foregoing, Participant shall have no obligation to indemnify, defend,

or hold Agency and its respective officers, agents, and employees harmless from and against any matter to the extent it arises from the active negligence or willful act of Agency or its respective officers, agents, or employees.

17. Antidiscrimination During Construction. Participant, for itself and its successors and assigns, agrees that in the rehabilitation and/or construction of improvements on the Project Site provided for in this Agreement, the Participant will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity/expression, national origin or ancestry, marital status, age, or physical disability.

[Signatures appear on the following page.]

IN WITNESS WHEREOF, the Parties hereto have signed this Agreement the day and year below written to be effective the day and year above written.

Agency:

Agency: the urban renewal agency of the City of Ketchum, a public body, corporate and politic

Susan Sewell
Chair

Date 1-30-19

PARTICIPANT:

The Community Library Association, Inc.

Reuben Perin
By: Reuben Perin
Its: Board Chair

Date Jan 28, 2019

Exhibits

- A: Participant's Project and Improvement Project
- B: Schedule of Eligible Costs

EXHIBIT A
PARTICIPANT'S PROJECT AND IMPROVEMENT PROJECT



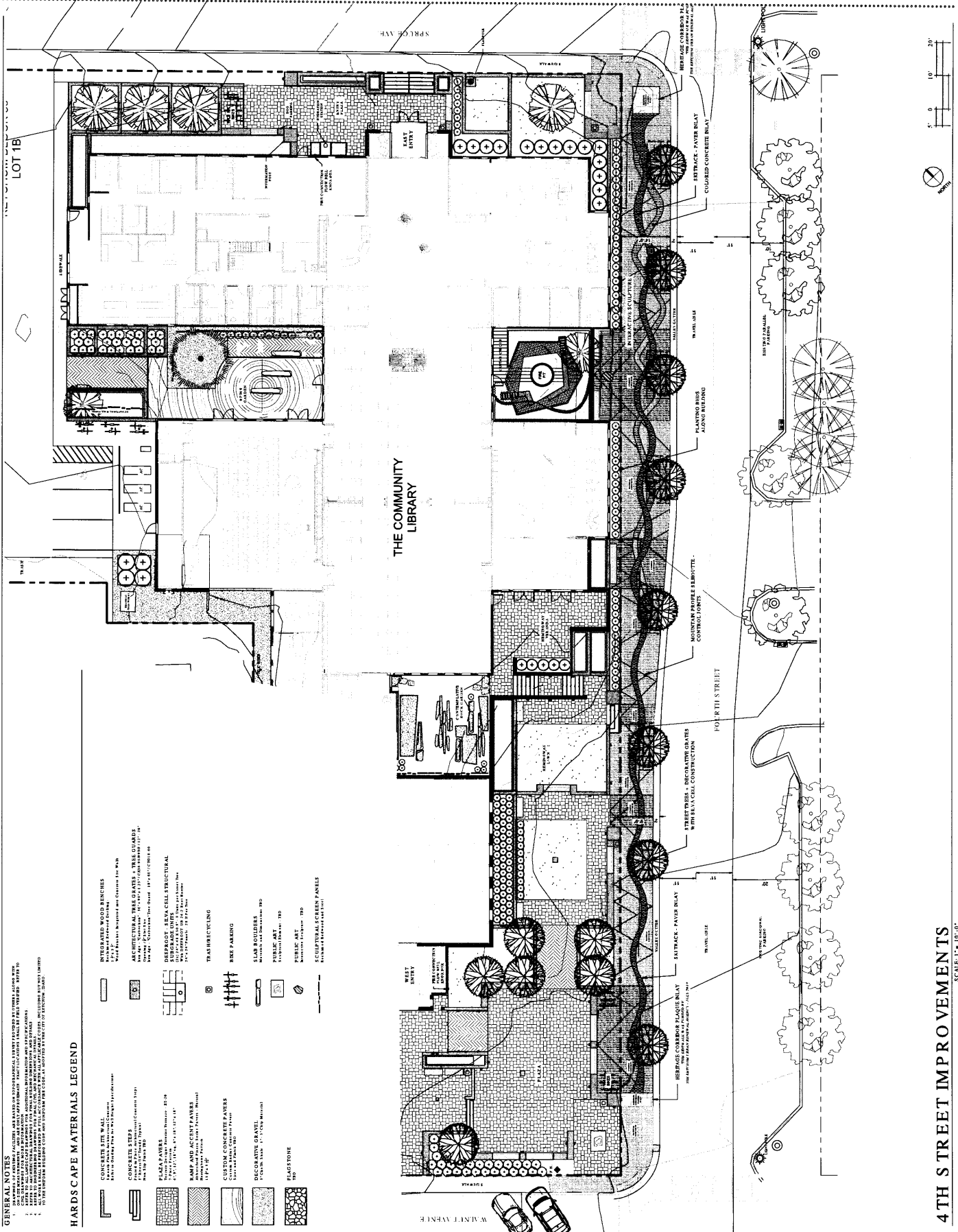
DATE	
PROJECT	
CLIENT	
DESIGNER	
SCALE	
SHEET	

All drawings, notes, specifications, conditions of use, and other documents shall be read in conjunction with the contract documents. The user of these drawings shall be responsible for obtaining all necessary permits and approvals from the appropriate authorities. The user shall indemnify and hold the designer harmless from and against all claims, damages, and expenses, including reasonable attorneys' fees, arising from the use of these drawings.

4TH STREET IMPROVEMENTS
LANDSCAPE PLAN
PRELIMINARY
DATE: 1/20/2018

PROJECT: 4TH STREET IMPROVEMENTS
SHEET: 01
SCALE: 1" = 10'-0"

L-1.0



GENERAL NOTES

1. ALL MATERIALS AND FINISHES ARE BASED ON SUPPLEMENTAL SCHEDULES BY CHINA, ALUMINUM, STEEL, AND GLASS.
2. SEE ARCHITECTURAL DRAWINGS FOR MATERIALS AND FINISHES.
3. SEE ARCHITECTURAL DRAWINGS FOR MATERIALS AND FINISHES.
4. SEE ARCHITECTURAL DRAWINGS FOR MATERIALS AND FINISHES.
5. SEE ARCHITECTURAL DRAWINGS FOR MATERIALS AND FINISHES.
6. SEE ARCHITECTURAL DRAWINGS FOR MATERIALS AND FINISHES.
7. SEE ARCHITECTURAL DRAWINGS FOR MATERIALS AND FINISHES.
8. SEE ARCHITECTURAL DRAWINGS FOR MATERIALS AND FINISHES.
9. SEE ARCHITECTURAL DRAWINGS FOR MATERIALS AND FINISHES.
10. SEE ARCHITECTURAL DRAWINGS FOR MATERIALS AND FINISHES.

HARDSCAPE MATERIALS LEGEND

- CONCRETE LEDGE WALL
18" HIGH, 12" WIDE, 12" DEEP
- CONCRETE STEPS
4" HIGH, 12" WIDE, 12" DEEP
- ARCHITECTURAL TREE GRATES
24" SQUARE, 1/2" DEEP
- DECORATIVE GRANITE
12" SQUARE, 1/2" DEEP
- FLAGSTONE
12" SQUARE, 1/2" DEEP
- INTEGRATED WOOD BENCHES
48" LONG, 18" WIDE, 12" HIGH
- ARCHITECTURAL TREE GRATES
24" SQUARE, 1/2" DEEP
- DECORATIVE GRANITE
12" SQUARE, 1/2" DEEP
- FLAGSTONE
12" SQUARE, 1/2" DEEP
- PUBLIC ART
12" SQUARE, 1/2" DEEP
- SCULPTURAL SCREEN PANELS
12" SQUARE, 1/2" DEEP
- RECYCLING BIN
24" SQUARE, 36" HIGH
- TREE PARKING
12" SQUARE, 1/2" DEEP
- LAB BENCHES
48" LONG, 18" WIDE, 12" HIGH
- PUBLIC ART
12" SQUARE, 1/2" DEEP
- SCULPTURAL SCREEN PANELS
12" SQUARE, 1/2" DEEP

EXHIBIT B
SCHEDULE OF ELIGIBLE COSTS

4845-9250-9829, v. 1



Elias Construction
 131 4th Avenue #211
 Ketchum, ID 83340
 208-725-5400

Estimate

To: The Community Library Association
Attention: Jenny Emery-Davidson

Job #: 153-ROW
Project: TCL - ROW
Date: 5-Dec-18

	Cost Code	
Lunceford Excavation - Remove and Prep sidewalks, curb and gutter. Remove and patch asphalt. Grading and drainage.	2200	132,130.00
Merrick Concrete - Place new sidewalks, Curb and Gutter Spruce and Walnut	3100	34,745.00
Merrick Concrete - Place new sidewalks, Curb and Gutter. New 4th st. design	3100	111,626.00
Joint Sealers and Caulking	7900	4,000.00
Bigwood Landscape - Street trees and irrigation	2400	111,888.32
		394,389.32
Liability Insurance	1.5%	5,915.84
		400,305.16
Contractor's Fee	10.0%	40,030.52
General Conditions	8.0%	32,024.41
		TOTAL CONSTRUCTION ESTIMATE
		472,360.09
Design Fees	9%	35,495.04
Construction Management Fees	3%	11,831.68
		TOTAL ROW ESTIMATE
		519,686.81

APPROVAL:

The above Prices, Specifications and Conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified.

 Name

 Date

Lunceford Excavation
P.O. Box 739
Ketchum ID 83340



P.O. Box 739 Ketchum, ID 83340
alabama626@gmail.com 208.720.1655

Elias Construction
P.O Box 6272
Ketchum 83340

Estimate # 8787
Estimate Date December 2, 2018
PO # Library-Kura ROW
Estimate Total (USD) \$132,130.00

Item	Description	Unit Cost	Quantity	Line Total
	Library-Kura ROW	0.00	0	0.00
	Spruce Ave	0.00	0	0.00
	Demo and prep for 1500 sq ft of sidewalk	4.50	1500	6,750.00
	Demo and prep for 250 lf of curb and gutter	28.00	250	7,000.00
	Remove-Core out-Prep Base and Patch 1500 sq ft of asphalt	8.50	1500	12,750.00
	24" Dry well at Spruce and 5th	3,200.00	1	3,200.00
	Fourth Street	0.00	0	0.00
	Traffic Control	5,500.00	1	5,500.00
	Demo and prep for 4930 sq ft of sidewalk	4.50	4930	22,185.00
	Demo and prep for 378 lf of curb and gutter	28.00	378	10,584.00
	Remove-Core out-Prep Base and Patch 5084 sq ft of asphalt	6.50	5084	33,046.00
	24" Dry Well at 4th and Spruce	3,200.00	1	3,200.00
	Walnut Ave	0.00	0	0.00
	Demo and prep for 600 sq ft of sidewalk	4.50	600	2,700.00
	Demo and prep for 120 lf of curb and gutter	28.00	120	3,360.00
	Remove-Core out-Prep Base and Patch 350 sq ft of asphalt	8.50	350	2,975.00
	24" Dry Well cost and Installation at 4th and Walnut to be Covered between Lunceford Excavation and City of Ketchum	0.00	0	0.00
	3 Catch Basins and Installation	2,200.00	3	6,600.00
	Install 110' of 12" Storm Drain	58.00	110	6,380.00
	New Fire Hydrant and Pipe Extension	5,900.00	1	5,900.00
Estimate Total (USD)				\$132,130.00

Terms

NOTE: This proposal may be withdrawn by us if not accepted within 30 days. All material is guaranteed to be as specified. All work to be completed in a substantial workman like manner according to specifications

submitted per standard practices. Any alteration or deviation from above specifications involving extra costs will be expected only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents, or delays beyond our control. Owner to carry fire, flood, and other necessary insurance. Our workers are fully covered by Workman's Compensation Insurance.

Any asbestos or other unforeseen conditions will be billed on a Time and Materials basis

All abnormal soil conditions, such as rock, caliche, water in excavation and any other unforeseen soil conditions will be billed on an agreed upon amount between client and Lunceford Excavation

ACCEPTANCE OF PROPOSAL: The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payments will be made as outlined above.

X _____ (Client)

X _____ (Lunceford Excavation)

PROPOSAL

MERRICK CONSTRUCTION INC.

P.O. BOX 821 KETCHUM ID. 83340

(208) 788-2688 FAX (208) 788- 8258

Contractor lisc. # RCE 154

Public works lisc. # PWC-C- 15632

PROPOSAL SUBMITTED TO:

NAME: ELIAS CONST.
ADDRESS:
CITY:
STATE:
PHONE:
DATE: 9/11/18

WORK PERFORMED AT:

NAME: COMMUNITY LIBRARY
ADDRESS:
CITY: KETCHUM
STATE: ID
DATE OF PLANS: PRELIMINARY
ARCHITECT: CLEMENS

Merrick Construction Inc. hereby proposes to furnish the materials and perform the labor necessary for the completion of curbs and sidewalks.

PRELIMINARY BUDGET

RIGHT OF WAY WORK

SPRUCE AVE.	CURB AND GUTTER	250 LIN.FT.	\$ 12,125.00
	SIDEWALKS	1500 SQ. FT.	\$ 12,000.00
SPRUCE & 4TH ST. ADA RAMP			\$ 3,000.00
4TH ST.	CURB AND GUTTER	350 LIN.FT.	\$ 16,975.00
	SIDEWALKS	2200 SQ.FT.	\$ 17,600.00
4TH & WALNUT ADA RAMP			\$ 3,000.00
WALNUT AVE.	CURB AND GUTTER	120 LIN. FT.	\$ 5,820.00
	SIDEWALKS	600 SQ. FT.	\$ 4,800.00

BID DOES NOT INCLUDE

WELD PLATES / TEMPLATES
DEMO OF EXISTING CONCRETE
SUB BASE PREP
TREE GRATES

COLD WEATHER PROTECTION
SNOW REMOVAL
PROPANE HEAT

ICE MELT CANNOT BE USED ON EXTERIOR CONCRETE SLABS

TESTING
SURVEYING
TRAFFIC CONTROL

CONTRACTOR MUST PROVIDE WASH OUT AREA FOR PUMP TRUCK AND CONCRETE TRUCKS

All material is guaranteed to be as specified, and the above work to be performed in accordance with the drawings and specifications submitted for the above work and completed in a substantial workmanlike manner for the sum of (Price is good for 30 days)

Respectfully submitted:

per:

_____ MERRICK CONSTRUCTION INC. _____

ACCEPTANCE OF PROPOSAL

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified.

signature: _____

Date: _____

signature: _____

PROPOSAL

MERRICK CONSTRUCTION INC.

P.O. BOX 821 KETCHUM ID. 83340
(208) 788-2688 FAX (208) 788- 8258

Contractor lisc. # RCE 154 Public works lisc. # PWC-C- 15632

PROPOSAL SUBMITTED TO:	WORK PERFORMED AT:
NAME: ELIAS CONST. ADDRESS: CITY: STATE: PHONE: DATE: 12/5/18	NAME: COMMUNITY LIBRARY ADDRESS: CITY: KETCHUM STATE: ID DATE OF PLANS: 11/26/18 ARCHITECT: CLEMENS

Merrick Construction Inc. hereby proposes to furnish the materials and perform the labor necessary for the completion of curbs and sidewalks.

PRELIMINARY BUDGET

4TH ST. IMPROVEMENTS

THIS IS A BUDGET ONLY. NOT A HARD BID

CONCRETE WALKS

VALLEY GUTTER	\$ 13,250.00
NATURAL CONCRETE	\$ 46,226.00
INTEGRAL COLOR	\$ 39,950.00
PAVER INLAY BLOCK OUT	\$ 7,000.00
WARNING TILES	\$ 4,000.00
TREE GRATE BLOCK OUTS	\$ 1,200.00
	\$ 111,626.00

BID DOES NOT INCLUDE

WELD PLATES / TEMPLATES	COLD WEATHER PROTECTION
DEMO OF EXISTING CONCRETE	SNOW REMOVAL
SUB BASE PREP	PROPANE HEAT
TREE GRATES	LAYOUT FOR SKI TRACKS
CAULKING SAW CUT JOINTS	ICE MELT CANNOT BE USED ON EXTERIOR CONCRETE SLABS
TESTING	
SURVEYING	
TRAFFIC CONTROL	

CONTRACTOR MUST PROVIDE WASH OUT AREA FOR PUMP TRUCK AND CONCRETE TRUCKS

All material is guaranteed to be as specified, and the above work to be performed in accordance with the drawings and specifications submitted for the above work and completed in a substantial workmanlike manner for the sum of (Price is good for 30 days)

Respectfully submitted:
per: _____
MERRICK CONSTRUCTION INC.

ACCEPTANCE OF PROPOSAL

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified.

Date: _____ signature: _____
signature: _____



Big Wood Landscape, Inc.

12449 St Hwy 75
 P. O. Box 310
 Ketchum, ID 83340

Estimate

Date	Estimate #
11/30/2018	639

Name / Address
Community Library PO Box 2168 Ketchum, ID 83340

Project

Description	Qty	Rate	Total
COMMUNITY LIBRARY LANDSCAPE REMODEL 4TH STREET REVISED			
Subcontracted Work to install sleeve under Walnut Street	1	4,950.00	4,950.00
Paver Repair/ Installation Labor to repair pavers on 4th Ave sidewalk	40	50.00	2,000.00
1' Poly Irrigation Pipe (ln ft)	350	0.36451	127.58T
Net-a-Fim Drip Tubing (in ln.ft.)	75	0.41853	31.39T
2' PVC Schedule 40 Pipe (ln ft) for sleeves	350	1.09351	382.73T
Irrigation Installation Labor	48	55.00	2,640.00
Trencher (per day)	1	80.00	80.00
3" deciduous trees	8	513.00	4,104.00T
Silva Cell Module System & Grates	8	2,497.50	19,980.00T
Iron Age 'Carbochon' Tree Grates including Frames	8	1,977.75	15,822.00T
Iron Age 'Carbochon' Tree Guards	8	2,490.75	19,926.00T
Labor to install grates and guards	48	50.00	2,400.00
Tree Planting Labor (including Silva System)	128	50.00	6,400.00
5 gallon shrubs	56	37.80	2,116.80T
Planting Bed Mixture (sand, topsoil, compost), (c.y.)	14	38.51	539.14
Shrub Planting Labor	20	50.00	1,000.00
Planter Bed Preparation Labor	8	50.00	400.00
Irrigation to shrub beds	1	1,500.00	1,500.00
Mutual Material Plank Pavers (ft.sq.)	1,200	7.3575	8,829.00T
Fill Sand (per cu.yd.)	7	27.00	189.00T
Labor for Paver Decks & Walkways	225	50.00	11,250.00
Budget labor and materials for Flagstone TBD	1	1,500.00	1,500.00
Subtotal For Bid Group			106,167.64
		Subtotal	\$106,167.64
		Sales Tax (8.0%)	\$5,720.68
		Total	\$111,888.32