

## **Ketchum Urban Renewal Agency**

P.O. Box 2315 | 480 East Ave. N. | Ketchum, ID 83340

January 19, 2021

Chair and Commissioners Ketchum Urban Renewal Agency Ketchum, Idaho

#### RECOMMENDATION TO REVIEW STATUS AND PROVIDE DIRECTION ON ANNUAL REIMBURSEMENT PAYMENT TO THE COMMUNITY LIBRARY

Introduction/History

In January 2019 the KURA approved a Reimbursement Participation Agreement with the Community Library (Attachment A).

To date, the KURA has paid the Library \$260,000 30 days after the agreement was signed and \$50,000 in December 2019. The Board deferred the 2020 payment until more information was provided about the status of completion of the sidewalk work.

The following outlines the status of the sidewalk work:

- Tree Grates: The tree grates were 1/8" out of specification. The Library contractor reset the grates and informed the City Engineer November 27, 2020 that they were ready to reinspect. The City Engineer has reviewed the work and approved it.
- Pavers: There was sand missing between the pavers. The Library contractor indicates the work has been completed, however by the time the contractor requested reinspection (November 27, 2020), the City Engineer was unable to confirm the paver work could be approved because of weather conditions. The ground was frozen. The sand between the pavers cannot be inspected until spring.

- Concrete Spalling. The City Engineer and the Library contractor disagree on what caused the concrete spalling. The City has agreed to fund the repair and replacement of the damaged concrete. This work cannot occur until spring.
- ADA Access: There is a portion of the sidewalk just south of Walnut that does not meet ADA slope specifications. The City Engineer and the Library contractor have agreed that the Library contractor will correct this at the same time the City repairs the sidewalk in the spring.

The Library has made progress in repairing the outstanding issues and staff recommends the KURA approve the reimbursement payment.

## **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. <u>Effective Date</u>. 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. <u>Construction of the Improvement Project</u>. 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 <u>Exhibit A</u>, with cost estimates for eligible items described in the Schedule of Eligible Costs in <u>Exhibit B</u> ("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. <u>Initial Construction Funding</u>. Participant shall pay for all of the costs of construction for the Improvement Project. Agency acknowledges that the Schedule of Costs attached as <u>Exhibit B</u> 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 <u>Exhibit B</u>.

4. <u>Notification of Completion; Inspection</u>. 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. <u>Determining Actual Payment after Completion of Construction</u>.

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 **<u>Exhibit B</u>** 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 <u>Exhibit B</u>. 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. <u>Agency's Reimbursement Payment Amount and Payment Period</u>. 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. <u>Conditions Precedent to Agency's Payment Obligation</u>. 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. <u>Subordination of Reimbursement Obligations</u>. 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.** <u>Captions and Headings</u>. 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.** <u>No Joint Venture or Partnership</u>. 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.** <u>Successors and Assignment</u>. 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. <u>Notices and Receipt</u>. 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 <u>sfrick@ketchumidaho.org</u>

14. <u>Applicable Law/Attorney Fees</u>. 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.** <u>Entire Agreement</u>. 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.** <u>Antidiscrimination During Construction</u>. 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

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Chair Date <u>1-30-19</u>

**PARTICIPANT:** 

The Community Library Association, Inc.

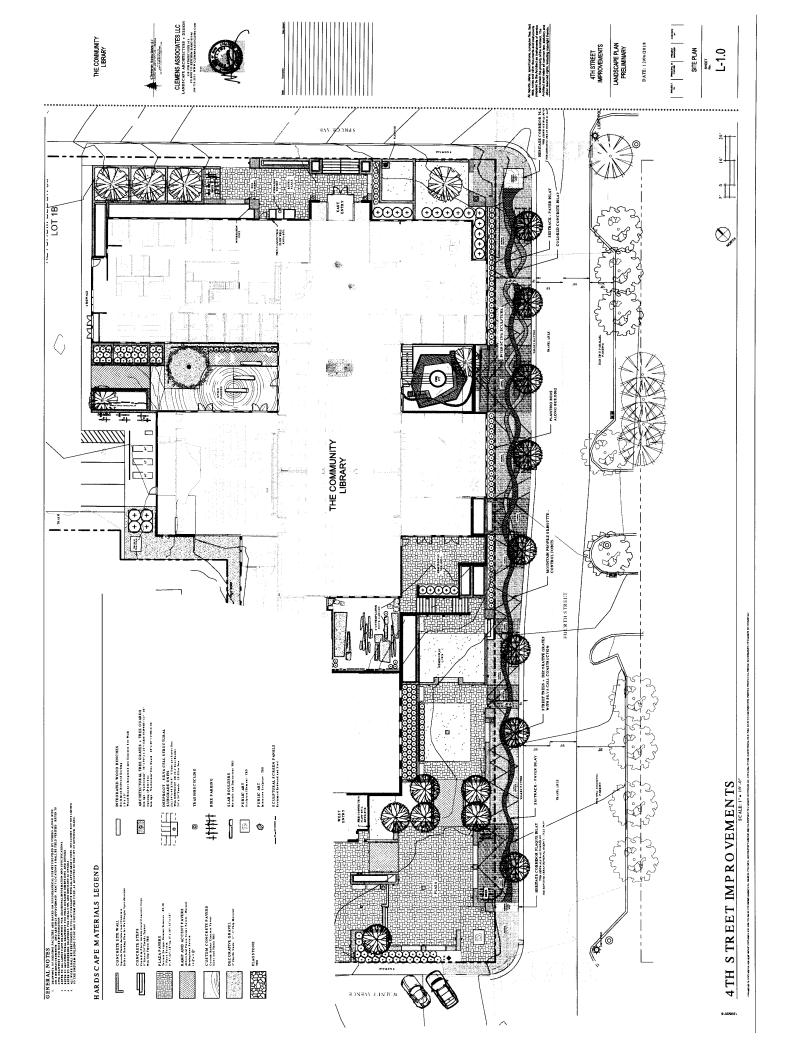
By: Reuben Perin Its: Board Chair

Date <u>M. 18, 2019</u>

Exhibits

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

### EXHIBIT A PARTICIPANT'S PROJECT AND IMPROVEMENT PROJECT



#### 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 Exc	avation - Remove and Prep sidewalks, curb and gutter. Remove		
	It. Grading and drainage.	2200	132,130.00
Merrick Concr	ete - Place new sidewalks, Curb and Gutter Spruce and Walnut	3100	34,745.00
	ete - Place new sidewalks, Curb and Gutter. New 4th st. design	3100	111,626.00
	Joint Sealers and Caulking	7900	4,000.00
Bigwood Lands	cape - 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
APPROVAL:	TOTAL ROW ESTIMATE		519,686.81

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

Name

Lunceford Excavation P.O. Box 739 Ketchum ID 83340



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

Elias Construction	Estimate #	8787
P.O Box 6272	Estimate Date	December 2, 2018
Ketchum 83340	PO #	Library-Kura ROW
	Estimate Total (USD)	\$132,130.00

ltem	Description		Unit Cost	Quantity	Line Total
State (Adjustment Andreas State (1927) Laure, annualis et deviser (1939)	Library-Kura ROW	ny – postanovanska osovova strivetati už užana o os	0.00	or	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 If of curb and gutter		28.00	250	7,000.00
	Remove-Core out-Prep Base and Patch 1500 sq ft of a	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 If of curb and gutter		28.00	378	10,584.00
	Remove-Core out-Prep Base and Patch 5084 sq ft of a	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 If of curb and gutter		28.00	120	3,360.00
	Remove-Core out-Prep Base and Patch 350 sq ft of as	sphalt	8.50	350	2,975.00
	24" Dry Well cost and Installation at 4th and Walnut to Covered between Lunceford Excavation and City of Ke		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

**WNOTE:** 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)
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X\_\_\_\_\_(Lunceford Excavation)

	PR0	DPOSAL		
	MERRICK CON	<b>NSTRUCTION INC.</b>		
		KETCHUM ID. 83340		
Contr		FAX (208) 788- 8258 blic works lisc. # PWC-C- 15632		
	AL SUBMITTED TO:			
	CONST.	WORK PERFORMED AT: NAME: COMMUNITY LIBRARY		
ADDRESS ADDRESS:				
CITY: KETCHUM				
STATE: PHONE:		STATE: ID		
	1/18	DATE OF PLANS: PRELIMINAR ARCHITECT: CLEMENS	Y	
		naterials and perform the labor necessary		
	curbs and sidewalks.	naterials and perform the labor necessary		
	PRELIM	NARY BUDGET		
	DIGUT			
	RIGHT	OF WAY WORK		
SPRUCE AVE.	CURB AND GUTTER	250 LIN.FT.	\$ 12,1	
	SIDEWALKS	1500 SQ. FT.	\$ 12,0	
SPRUCE & 4TH ST.	ADA RAMP		\$ 3,0	
4TH ST.	CURB AND GUTTER SIDEWALKS	350 LIN.FT. 2200 SQ.FT.	\$ 16,9 \$ 17,6	
4TH & WALNUT AD	A RAMP		\$ 3,0	
WALNUT AVE.	CURB AND GUTTER SIDEWALKS	120 LIN. FT. 600 SQ. FT.	\$    5,8 \$    4,8	
	BID DOES			
WELD PLATES / TEI DEMO OF EXISTING SUB BASE PREP		COLD WEATHER PROTECTION SNOW REMOVAL PROPANE HEAT		
TREE GRATES		ICE MELT CANNOT BE USED ON EXTE	RIOR CONCRETE	
SURVEYING				
TRAFFIC CONTROL	-			
CONTRACTOR MUS	ST PROVIDE WASH OUT AREA FO	R PUMP TRUCK AND CONCRETE TRUCKS		
All material is guarantee	ed to be as specified, and the above work	to be performed in accordance		
with the drawings and s workmanlike manner for	pecifications submitted for the above work the sum of (Price)	<pre>&lt; and completed in a substantial se is good for 30 days )</pre>	<b>Г</b>	
Respectfully submitted: per:	MERRI	CK CONSTRUCTION INC.		
The above prices, speci authorized to do the wo	fications and conditions are satisfactory a	OF PROPOSAL ind are hereby accepted. You are		
	•	ature:		
Date:	sign	ature:		

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.	WORK PERFORMED AT: NAME: COMMUNITY LIBRARY					
ADDRESS	ADDRESS:					
CITY:	CITY: KETCHUM					
STATE:	STATE: ID					
PHONE:	DATE OF PLANS: 11/26/18					
DATE: 12/5/18	ARCHITECT: CLEMENS					
Merrick Construction Inc. hereby proposes to furnish for the completion of curbs and sidewalks.	the materials and perform the labor necessary					
PRE	LIMINARY BUDGET					
4TH S	T. IMPROVEMENTS					
THIS IS A B	UDGET 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 O	• • • • • • • • • • • • • • • • • • • •					
	\$ 4,000.00					
TREE GRATE BLOCK OL						
	\$ 111,626.00					
BID D	OOES NOT INCLUDE					
WELD PLATES / TEMPLATES	COLD WEATHER PROTECTION					
DEMO OF EXISTING CONCRETE	SNOW REMOVAL					
SUB BASE PREP	PROPANE HEAT					
	LAYOUT FOR SKI TRACKS					
CAULKING SAW CUT JOINTS TESTING	ICE MELT CANNOT BE USED ON EXTERIOR CONCRETE SLABS					
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						
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: M	ERRICK 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:					

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	en de la companya de La companya de la comp		<u>n an an an an an Arthra</u> Anna Anna Anna Anna Anna Anna Anna An
4TH STREET REVISED			
Subcontracted Work to install sleeve under Walnut Street Paver Repair/Installation Labor to repair pavers on 4th Ave sidewalk	1 40	<b>4,950.00</b> 50.00	<b>4,950.00</b> 2,000.00
1' Poly Irrigation Pipe (In ft)	350	0.36451	127.58T
Net-a-Fim Drip Tubing (in In.ft.)	75	0.41853	31.39T
2' PVC Schedule 40 Pipe (In ft) for sleeves	350	1.09351	382.73T
Irrigation Installation Labor	48	55.00	2.640.00
Trencher (per day)	1	80.00	2,010.00
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	2,490.73	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
		50.00	
Shrub Planting Labor Planter Bed Preparation Labor	20	50.00	1,000.00 400.00
Irrigation to shrub beds	0		
	1 200	1,500.00	1,500.00
Mutual Material Plank Pavers (ft.sq.)	1,200	7.3575	8,829.00T 189.00T
Fill Sand (per cu.yd.)	225	27.00	
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%	<b>(b)</b> \$5,720.68
	F	Total	\$111,888.32