



AGENDA BILL

Agenda Subject: Resolution No. 1426 Approval of a Type 4 Capital Improvement Participation Agreement for reimbursement of ROW improvements and adjacent public space improvements including streetscape and landscaping for the Idaho State Historical Museum Renovation Project located on the east side of Capitol Boulevard between Julia Davis Drive and Fulton Street in the River Myrtle – Old Boise URD.		Date: March 14, 2016
Staff Contact: Matt Edmond	Attachments: 1) Resolution No. 1426 2) Type 4 Capital Improvement Participation Agreement	
Action Requested: Adopt Resolution No. 1426 approving and authorizing the execution of the Type 4 Capital Improvement Participation Agreement.		

Background:

The Idaho Division of Public Works is preparing to renovate and expand the Idaho State Historical Museum in Julia Davis Park on behalf of the Idaho State Historical Society. The proposed renovation and expansion is estimated to cost \$7M for building construction and \$4M for exhibition fabrication and furnishing. Renovation will include repairing mold damage, mitigating asbestos, and improving fire suppression and energy efficiency. The expansion will increase available space in key areas, including the lobby, public event and education spaces, storage, and support/circulation spaces. The renovated museum will also be able to accommodate public lectures and traveling exhibits. The renovation, once complete, is expected to host as many as 100,000 visitors annually (the museum hosted approximately 50,000 visitors annually prior to closing for remodel).

The project received approval of its development applications in September 2014 and is anticipated to begin construction in May 2016 and be substantially complete in August 2017. As a condition of approval, the City of Boise is requiring the project to improve the frontage of Capitol Boulevard in accordance with the city’s Capitol Boulevard Special Design District Overlay. Specifically, this requires detached concrete sidewalks, a landscape strip with lawn and street trees, historic streetlights, and three large trees located in the landscape behind the sidewalk. The Idaho Division of Public Works has requested reimbursement from CCDC for these improvements to the Capitol Boulevard frontage.

CCDC staff presented the Idaho State Historical Museum Renovation and attendance streetscape improvements as a Type 4 project at the November 2015 CCDC Board meeting.

Fiscal Notes:

The Idaho Division of Public Works has requested reimbursement for improvements to the Capitol Boulevard frontage of \$150,000. The request meets the requirements set forth in the Participation Policy. This section of Capitol Boulevard is in the River Myrtle – Old Boise Urban

Renewal District and is currently programmed in the Capital Improvements Plan for streetscape improvements in 2018. The agreement proposes to make reimbursements in FY2018, the same year as the improvements were programmed in the CIP.

Staff Recommendation:

Approve and authorize staff to execute the Type 4 Capital Improvement Participation Agreement.

Suggested Motion:

I move to adopt Resolution No. 1426 authorizing the execution of the Type 4 Capital Improvement Participation Agreement.

RESOLUTION NO. 1426

BY THE BOARD OF COMMISSIONERS OF THE URBAN RENEWAL AGENCY OF BOISE CITY, IDAHO:

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE URBAN RENEWAL AGENCY OF BOISE CITY, IDAHO, APPROVING A TYPE 4 CAPITAL IMPROVEMENT REIMBURSEMENT ASSISTANCE PARTICIPATION AGREEMENT BETWEEN THE AGENCY AND IDAHO DIVISION OF PUBLIC WORKS, FOR RIGHT-OF-WAY PUBLIC IMPROVEMENTS RELATED TO THE IDAHO STATE HISTORICAL MUSEUM RENOVATION PROJECT; AUTHORIZING THE CHAIRMAN, VICE-CHAIRMAN, OR EXECUTIVE DIRECTOR TO EXECUTE THE AGREEMENTS AND ANY NECESSARY DOCUMENTS OR AGREEMENTS, SUBJECT TO CERTAIN CONTINGENCIES; AUTHORIZING ANY TECHNICAL CORRECTIONS TO THE AGREEMENTS; AND PROVIDING AN EFFECTIVE DATE.

THIS RESOLUTION is made on the date hereinafter set forth by the Urban Renewal Agency of Boise City, Idaho, an independent public body, corporate and politic, a duly created and functioning urban renewal agency for Boise City, Idaho (the "Agency"), authorized under the authority of the Idaho Urban Renewal Law of 1965, as amended, Chapter 20, Title 50, Idaho Code, and the Local Economic Development Act, as amended and supplemented, Chapter 29, Title 50, Idaho Code, for the purpose of financing the undertaking of any urban renewal project (collectively the "Act"); and

WHEREAS, the City of Boise, Idaho (the "City"), after notice duly published, conducted a public hearing on the River Street-Myrtle Street Urban Renewal Plan (the "River Street Plan"), and following said public hearing the City adopted its Ordinance No. 5596 on December 6, 1994, approving the River Street Plan and making certain findings; and

WHEREAS, the City, after notice duly published, conducted a public hearing on the First Amended and Restated Urban Renewal Plan, River Street-Myrtle Street Urban Renewal Project (annexation of the Old Boise Eastside Study Area and Several Minor Parcels) and Renamed River Myrtle-Old Boise Urban Renewal Project (the "River Myrtle-Old Boise Plan"); and

WHEREAS, following said public hearing, the City adopted its Ordinance No. 6362 on November 30, 2004, approving the River Myrtle-Old Boise Plan and making certain findings; and

WHEREAS, the Idaho Division of Public Works ("State") is undertaking a renovation of the Idaho State Historical Museum located within the River Myrtle Plan Area (the "Project"); and

WHEREAS, as part of the Project, the State will improve the streetscape on the east side of Capitol Boulevard between Julia Davis Drive and Fulton Street (the "Streetscape"); and

WHEREAS, the Agency has in place a Participation Program which includes Type 4 – Capital Improvement Program under which the Agency initiates capital improvement projects using Agency funds which may be coordinated through a joint effort with private entities and/or other public agencies;

WHEREAS, the Agency has determined that it is in the public interest to enter into a Type 4 Participation Program Agreement with the State whereby the State will construct the Streetscape and the Agency will reimburse the State up to One Hundred Fifty Thousand Dollars (\$150,000.00) for the cost of the work performed by the State's contractor on the Streetscape as specified in the Agreement;

WHEREAS, the Agency and the State have negotiated the terms of the Agreement which sets a maximum reimbursement amount of \$150,000.00, attached hereto as ATTACHMENT A, and incorporated herein as if set forth in full; and

WHEREAS, the Agency deems it appropriate to approve the Agreement; and

WHEREAS, the Board of Commissioners finds it in the best public interest to approve the Agreement and to authorize the Chairman, Vice-Chairman, or Executive Director to execute the Agreement.

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

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

Section 2: That the Agreement, a copy of which is attached hereto as Attachment A, and incorporated herein by reference, be and the same hereby is approved.

Section 3: That the Chairman, Vice-Chairman, or Executive Director of the Agency are hereby authorized to sign and enter into the Agreement and to execute all necessary documents required to implement the actions contemplated by the Agreement, subject to representations by the Agency staff and the Agency legal counsel that all conditions precedent to such actions have been met; and further, any necessary technical changes to the Agreement or other documents are acceptable, upon advice from the Agency's legal counsel that said changes are consistent with the provisions of the Agreement and the comments and discussions received at the March 14, 2016, Agency Board meeting; the Agency is further authorized to appropriate any and all funds contemplated by the Agreement and to perform any and all other duties required pursuant to said 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 Boise City, Idaho, on March 14, 2016.
Signed by the Chairman of the Board of Commissioners, and attested by the Secretary to the Board of Commissioners, on March 14, 2016.

URBAN RENEWAL AGENCY OF BOISE CITY

BY: _____
John Hale, Chairman

ATTEST:

BY: _____
Secretary

TYPE 4 CAPITAL IMPROVEMENT REIMBURSEMENT AGREEMENT

BY AND BETWEEN

THE CAPITAL CITY DEVELOPMENT CORPORATION

AND

IDAHO DIVISION OF PUBLIC WORKS

DPW PROJECT #14620

IDAHO STATE HISTORICAL MUSEUM RENOVATION

TYPE 4 CAPITAL IMPROVEMENT REIMBURSEMENT AGREEMENT

THIS TYPE 4 CAPITAL IMPROVEMENT REIMBURSEMENT AGREEMENT (“Agreement”) is entered into by and between the Urban Renewal Agency of the City of Boise, also known as the Capital City Development Corporation, a public body, corporate and politic, of the State of Idaho (“CCDC”), and Idaho Division of Public Works (“DPW” or “Developer”). CCDC and DPW may be collectively referred to as the “Parties” and individually referred to as a “Party.”

RECITALS

A. DPW owns or controls certain real property, more commonly known as the Idaho State Historical Museum, located at 610 Julia Davis Drive, Boise, ID 83702 (the “Project Site”), which is more accurately depicted on attached **Exhibit A**. The Project Site is undergoing redevelopment including renovations to the building on the Project Site (the “DPW’s Project”) as part of DPW Project #14620.

B. As part of DPW’s Project, DPW intends to construct certain streetscape improvements in the public right-of-way adjacent to the Project Site (the “Streetscape Project”). The Streetscape Project is more accurately depicted on attached **Exhibit B**.

C. The CCDC Board of Commissioners and the Boise City Council have adopted the Downtown Boise Streetscape Standards – 2007 (“Streetscape Standards”) and the Downtown Boise Elements of Continuity – 2007 (“Furnishings Standards”) to govern how sidewalk improvements are designed and installed in the Central, River Myrtle-Old Boise and Westside Downtown urban renewal districts. The Streetscape Standards allow for variations due to local conditions when applying streetscape standards and for custom designs on designated special streets and to some extent on parkways. The Furnishing Standards allow for alternates to products listed with approval by CCDC. The Streetscape Standards and Furnishing Standards may be subsequently amended by the CCDC Board of Commissioners and the Boise City Council.

D. The DPW’s Project and the Streetscape Project are located in the River Myrtle-Old Boise Urban Renewal District (“RM District”), as created by the River Street-Myrtle Street Urban Renewal Plan, as subsequently amended (the “Plan”). The Streetscape Project includes improvements to the public right-of-way that are consistent with the Streetscape Standards in the Plan. The Streetscape Project will contribute to enhancing and revitalizing the RM District.

F. CCDC deems it appropriate to reimburse DPW for certain eligible public improvements as detailed in this Agreement to achieve the objectives set forth in the Plan and in accordance with CCDC’s Participation Program.

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 DPW and CCDC (last date signed) and shall continue until: (1) the completion of all obligations of each Party; or (2) twenty-four (24) months from the Effective Date, whichever comes first. Upon written request CCDC may grant an extension.

2. **Construction of the Streetscape Project.** DPW agrees to construct the Streetscape Project consistent with the following:

a. The Streetscape Project shall be constructed consistent with the overall City of Boise (“City”) infrastructure plans, policies, and design standards and with the applicable portions of the Streetscape Standards. The Downtown Boise Streetscape Standards and Downtown Boise Elements of Continuity have been adopted as part of the Plan; or as subsequently amended by CCDC Board of Commissioners and the Boise City Council.

b. DPW shall, consistent with Idaho law, issue a bid invitation (“Bid Invitation”) for the Streetscape Project. As allowed by applicable law, DPW shall provide CCDC a copy of the Design Plans and the Bid Invitation and allow CCDC a reasonable opportunity to comment on the contents of both. CCDC shall notify DPW if the streetscape improvements as indicated in the Design Plans if constructed in accordance therein with would not be eligible for reimbursement in accordance with this agreement.

c. As part of the Bid Invitation, DPW shall schedule a pre-bid meeting with interested parties. CCDC shall be present at the pre-bid meeting and shall be given an opportunity to address interested parties concerning the scope of the Streetscape Project and answer questions from parties concerning the same.

d. DPW shall allow CCDC reasonable access to the Design Plans and the Project Site during construction to assess the progress on the Streetscape Project and assess whether the construction is proceeding in accordance with the Design Plans. Both during and upon completion of the Streetscape Project, CCDC shall determine whether the completed portions of Streetscape Project meets the requirements and specifications set forth in the Design Plans, and notify DPW of such in writing. Such approval and acceptance shall not to be unreasonably withheld. CCDC Shall immediately notify DPW in writing if during the completion of the project and prior to final completion it believes or becomes aware that the progress of any portion of the streetscape improvements that is

identified for reimbursement under this agreement appears not be eligible for such reimbursement based on the current state of its progress at that time. DPW's selected contractor shall meet with CCDC at the Project Site on a reasonable basis to allow CCDC to communicate any issues with the construction of the Streetscape Project and allow DPW's contractor an opportunity to address the same.

e. DPW shall provide CCDC a copy of the contract between DPW and its selected contractor. DPW shall require the selected contractor to name CCDC as an additional insured on the contractor's Commercial General Liability insurance policy for the Streetscape Project. DPW shall require the selected contractor to defend, indemnify, and hold harmless CCDC from any and all claim arising from contractor's acts or omissions under the contract, and DPW shall cause such indemnity language to be expressly included in the construction contract. DPW shall provide CCDC all change orders (or equivalent) submitted by DPW's selected contractor for CCDC's determination as to whether such changes to the project alter the eligibility of such improvements for reimbursement. Change orders not approved by CCDC shall not be eligible for reimbursement.

f. The Parties agree that the Streetscape Project is depicted on **Exhibit B**, with cost details described on **Exhibit C**. Any other public improvements that are constructed by DPW as part of DPW's Project are not eligible for reimbursement pursuant to this Agreement. Additionally, CCDC's reimbursement obligation is limited to the amount set forth in this Agreement, unless otherwise approved by CCDC.

3. Initial Construction Funding. DPW shall pay for all of the costs of construction for the Streetscape Project. CCDC acknowledges that the schedule of values for the eligible streetscape and infrastructure costs ("Preliminary Schedule of Values") attached as **Exhibit C** is an estimate by DPW's general contractor and that actual total costs, as well as each line item of cost for the Streetscape Project, may be more or less than is shown on **Exhibit C**.

4. Review of Construction Plans. In accordance with applicable law, upon CCDC's request, CCDC shall have the right and the opportunity to review Developer's construction plans, budgets, and bids for the Eligible Streetscape and Infrastructure Costs (collectively the "Public Improvement Construction Documents"). Developer will utilize commercially reasonable contracting, budgeting and bidding practices to ensure that the Streetscape Project is constructed consistent with the Public Improvement Construction Documents and are undertaken in a reasonable manner. For purposes of this Section 4, Developer shall be presumed to have utilized commercially reasonable contracting, budgeting and bidding practices if its general contractor solicits or solicited competitive bids for the CCDC Funded Public Improvements and such work is not performed by an affiliate or subsidiary of Developer.

5. Notification of Completion; Inspection. Upon completion of construction, Developer shall notify CCDC in writing and request a final construction inspection and a meeting with CCDC to determine if the Streetscape Project meets the requirements of this Agreement. Following a satisfactory inspection by CCDC, CCDC shall provide Developer with written confirmation that the Streetscape Project has been completed in compliance with this Agreement.

6. Determining Actual Eligible Costs. DPW is responsible for submitting invoices or receipts for work performed as part of the Streetscape Project (the “Cost Documentation”) within thirty (30) days of completion of the Streetscape Project. Cost Documentation shall include the following:

a. Schedule of values that includes line items for the Streetscape Project improvements approved by CCDC for reimbursement so they are identifiable separate from other line items (“Schedule of Values”).

b. Invoices from DPW’s general contractor, subcontractor(s) and material suppliers for each type of eligible cost item (e.g. concrete, pavers, benches, historic street lights). Invoices shall specify quantities and unit costs of installed materials, and a percentage estimate of how much installed material was used for the Streetscape Project in comparison to the amount used for the remainder of DPW’s project (“Invoices”).

c. Explanation of any significant deviation between the initial cost estimates in **Exhibit C** and the actual costs in the Cost Documentation

CCDC 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 DPW to CCDC prior to construction. In the event DPW fails to timely deliver the Cost Documentation, CCDC may, in its discretion, elect to terminate its payment obligations under this Agreement by providing DPW with written notice of such default. DPW shall have thirty (30) days from such written notice to cure the default. In the event DPW fails to cure such a default, CCDC’s payment obligations under this Agreement may be terminated in CCDC’s sole discretion.

Within fifteen (15) days of CCDC’s receipt of the Cost Documentation, CCDC will notify DPW in writing of CCDC’s acceptance or rejection of the Cost Documentation and CCDC’s determination of the “**Actual Eligible Costs**” to be reimbursed. CCDC 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 the Schedule of Eligible Streetscape and Infrastructure Costs. **IN NO EVENT WILL THE ACTUAL ELIGIBLE COSTS EXCEED THE AMOUNT SET FORTH ON THE SCHEDULE OF ELIGIBLE STREETScape AND INFRASTRUCTURE COSTS.**

If DPW disagrees with CCDC's calculation of the Actual Eligible Costs, DPW must respond to CCDC in writing within three (3) days explaining why DPW believes CCDC's calculation was in error and providing any evidence to support any such contentions DPW wants CCDC to consider. CCDC shall respond to DPW within three (3) days with a revised amount for the Actual Eligible Costs or notifying DPW CCDC will not revise the initial amount calculated. At that point, the determination of the Actual Eligible Costs will be final. **CCDC's DETERMINATION OF THE ACTUAL ELIGIBLE COSTS IS WITHIN ITS SOLE DISCRETION.**

7. Conditions Precedent to CCDC's Payment Obligation. CCDC agrees to reimburse DPW in the amount as determined in compliance with Paragraphs 5. and 6. CCDC's Payment Obligation shall occur **no earlier than October 1, 2017**, but no later than forty five (45) days after completion of all of the following:

- a. Authority having jurisdiction issues a Certificate of Occupancy or Temporary Certificate of Occupancy for the Project Site.
- b. CCDC provides written confirmation to DPW that the Streetscape Project has been completed in compliance with this Agreement.

Failure to comply with all Agreement provisions shall be a basis for termination of CCDC's reimbursement obligation.

8. Subordination of Reimbursement Obligations. Notwithstanding anything to the contrary in this Agreement, the obligation of CCDC to make the payments as specified in this Agreement shall be subordinate to all CCDC obligations previously entered into which have committed available CCDC revenues for all Districts and may be subject to consent and approval by CCDC Lenders.

9. Default. Neither Party shall be deemed to be in default of this Agreement except upon the expiration of thirty (30) days 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 30-day period (ten-days in the event of failure to pay money), has cured the particulars specified in said notice of default. In the event of a default, the nondefaulting Party may do the following:

- c. 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.
- d. 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.

e. 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.

f. 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.

g. In the event DPW defaults under this Agreement, CCDC (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, CCDC's obligation for payment may be deemed extinguished by CCDC.

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. CCDC and DPW agree that nothing contained in this Agreement or in any document executed in connection with this Agreement shall be construed as making CCDC and DPW a joint venture or partners.

12. Successors and Assignment. This Agreement is not assignable except that the DPW may assign DPW's rights or obligations under this Agreement to a third party only with the written approval of CCDC, which approval may be granted or denied in CCDC's sole discretion.

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, addressed to the appropriate Party at the address set forth below:

If to DPW: Jan P. Frew
 Division of Public Works
 DPW Project #14620, ISHM Renovation
 502 N. 4th Street
 P. O. Box 83720
 Boise, ID 83720-0072

If to CCDC: John Brunelle, Executive Director
Capital City Development Corporation
121 N. 9th Street, Suite 501
Boise, Idaho 83701

The person and address to which notices are to be given may be changed at any time by any Party upon written notice to the other Party. All notices given pursuant to this Agreement shall be deemed given upon receipt. For the purpose of this Agreement, the term "receipt" shall mean the earlier of any of the following:

- (i) date of delivery of the notice or other document to the address specified above as shown on the return receipt;
- (ii) date of actual receipt of the notice or other document by the person or entity specified above; or
- (iii) in the case of refusal to accept delivery or inability to deliver the notice or other document, the earlier of:
 - (a) date of the attempted delivery or refusal to accept delivery,
 - (b) date of the postmark on the return receipt, or
 - (c) date of receipt of notice of refusal or notice of non-delivery by the sending Party.

14. Applicable Law/Attorney Fees. This Agreement shall be construed and enforced in accordance with the laws of the State of Idaho and the parties hereto consent to the jurisdiction of the state courts of Ada County in the State of Idaho in the event of any dispute with respect to this Agreement.. 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	Project Site Map
Exhibit B	Streetscape Project Plan
Exhibit C	Preliminary Schedule of Values

16. State's Insurance. DPW is a State of Idaho agency and provides liability coverage for public liability, personal injury, death, and property damage through the Risk Management Program established under Idaho Code section 67-5776, which is

funded and in effect subject to limitation on liability of the Tort Claims Act, Idaho Code section 6-901 *et seq.*

17. Antidiscrimination During Construction. DPW, 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, DPW will not discriminate against any employee or applicant for employment because of age, race, handicap, color, creed, religion, sex, marital status, ancestry, or national origin.

18. Maintenance. DPW acknowledges and agrees CCDC has no obligations to maintain the improvements constructed as part of the Streetscape Project or any other maintenance obligations under this Agreement.

19. Promotion of Project. DPW agrees CCDC may promote the Streetscape Project and CCDC's involvement with the Streetscape Project. Such promotion includes reasonable signage at the Project Site notifying the public of CCDC's involvement with the Streetscape Project.

20. Warranty. DPW warrants that the materials and workmanship employed in the construction of the Streetscape Project are of good quality and conform to generally accepted standards within the construction industry. Such warranty shall extend for a period of two (2) years after completion of the Streetscape Project, being the date CCDC acknowledged the completion of the Streetscape Project. Provided, nothing herein shall limit the time within which CCDC may bring an action against DPW on account of DPW's failure to otherwise construct such improvements in accordance with this Agreement.

21. Dispute Resolution. In the event that a dispute arises between CCDC and DPW regarding the application or interpretation of any provision of this Agreement, the aggrieved Party shall promptly notify the other Party to this Agreement of the dispute within ten (10) days after such dispute arises. If the Parties shall have failed to resolve the dispute within thirty (30) days after delivery of such notice, the Parties agree to first endeavor to settle the dispute in an amicable manner by mediation or other process of structured negotiation under the auspices of a nationally or regionally recognized organization providing such services in the Northwestern States or otherwise, as the Parties may mutually agree before resorting to litigation. Should the Parties be unable to resolve the dispute to their mutual satisfaction within thirty (30) days after such completion of mediation or other process of structured negotiation, each Party shall have the right to pursue any rights or remedies it may have at law or in equity.

22. Entire Agreement, Waivers, and Amendments. This Agreement, including Attachments A through C, inclusive, incorporated herein by reference, constitutes the entire understanding and agreement of the Parties. This Agreement integrates all of the terms and conditions mentioned herein or incidental hereto and supersedes all negotiations or previous agreements between the Parties with respect to all or any part of the subject matter thereof. All waivers of the provisions of this Agreement must be in

writing and signed by the appropriate authorities of CCDC and DPW, and all amendments hereto must be in writing and signed by the appropriate authorities of CCDC and DPW.

23. Amendments to this Agreement. CCDC and DPW agree to mutually consider reasonable requests for amendments to this Agreement and any attachments hereto which may be made by any of the Parties hereto, lending institutions, bond counsel, financial consultants, or underwriters to CCDC, provided said requests are consistent with this Agreement and would not alter the basic business purposes included herein or therein. Any such amendments shall be in writing and agreed to by the Parties.

24. Termination by CCDC. In the event CCDC terminates this Agreement for any reason other than DPW's breach of this Agreement, CCDC agrees to reimburse DPW for eligible costs incurred by DPW up to the date CCDC notified DPW of the termination of the Agreement. DPW shall provide CCDC with a Termination Invoice and CCDC shall determine the amount to reimburse DPW in the manner set forth in Section 6. Subject to Section 6, CCDC shall pay the Termination Invoice within thirty (30) days.

25. Fiscal Necessity and Non-Appropriation. The State is a government entity and it is understood and agreed that the State's payments herein provided for shall be paid from Idaho State Legislative appropriations. The Legislature is under no legal obligation to make appropriations to fulfill this Contract. This Contract shall in no way or manner be construed so as to bind or obligate the State of Idaho beyond the term of any particular appropriation of funds by the State's Legislature as may exist from time to time.

The State reserves the right to terminate this Contract in whole or in part (or any order placed under it) if, in its sole judgment, the Legislature of the State of Idaho fails, neglects, or refuses to appropriate sufficient funds as may be required for the State to continue such payments, or requires any return or "give-back" of funds required for the State to continue payments, or if the Executive Branch mandates any cuts or holdbacks in spending, or if funds are not budgeted or otherwise available, or if the State discontinues or makes a material alteration of the program under which funds were provided. The State shall not be required to transfer funds between accounts in the event that funds are reduced or unavailable.

All affected future rights and liabilities of the parties shall thereupon cease within ten (10) calendar days after notice to the Contractor.

Further, in the event of non-appropriation, the State shall not be liable for any penalty, expense, or liability, or for general, special, incidental, consequential or other damages resulting therefrom.

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

CCDC:

Urban Renewal Agency of the City of Boise,
a public body, corporate and politic

By _____
John Brunelle, Executive Director

Date: _____

DPW:

Idaho Division of Public Works,
a subdivision of the State of Idaho

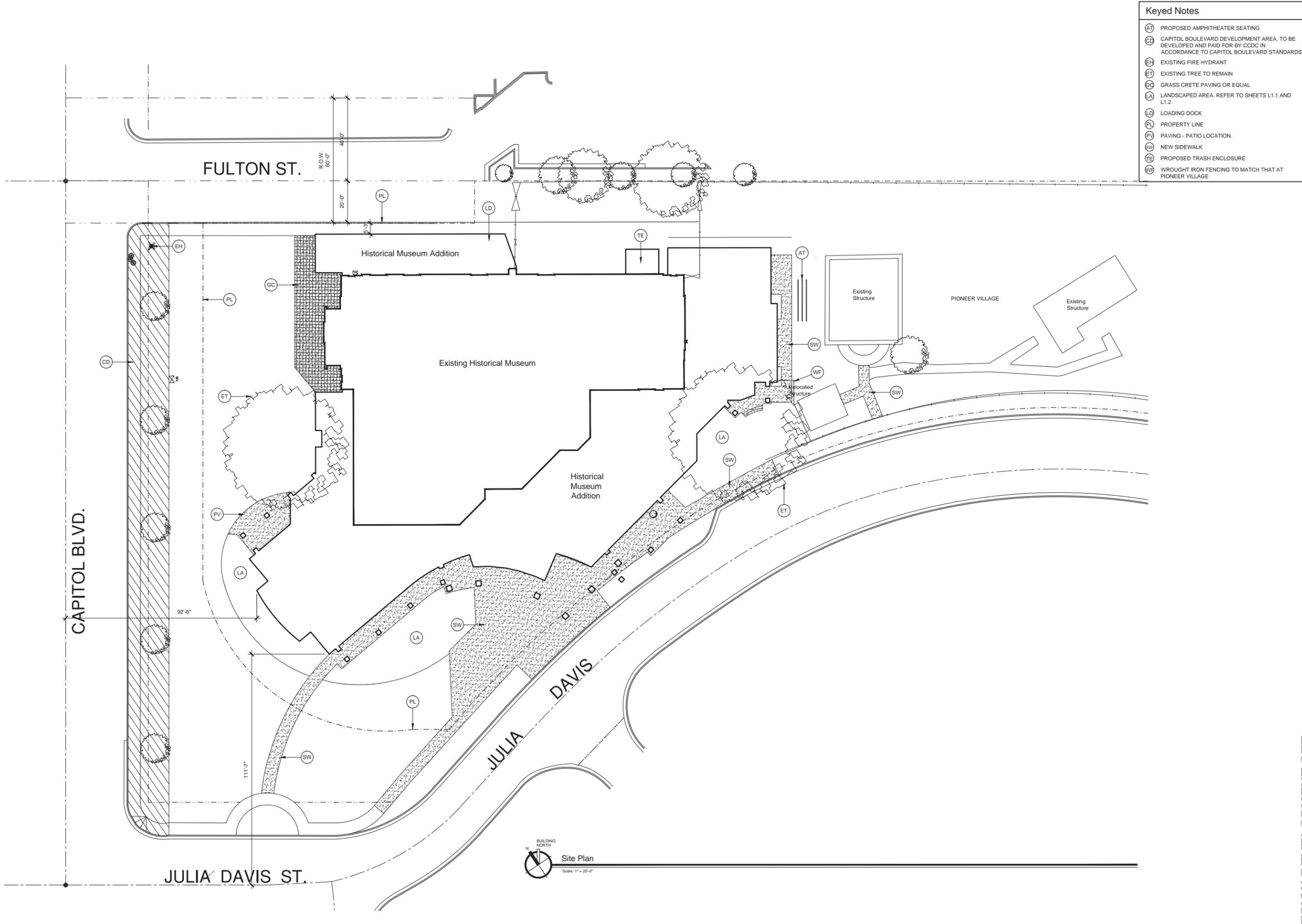
By: _____
Its: _____

Date _____

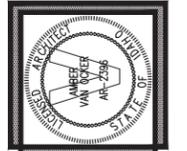
APPROVED AS TO FORM

Exhibit A

Project Site



Keyed Notes	
(AT)	PROPOSED AMPHITHEATER SEATING
(CB)	CAPITOL BOULEVARD DEVELOPMENT AREA. TO BE DEVELOPED AND PAID FOR BY CCDC IN ACCORDANCE TO CAPITOL BOULEVARD STANDARDS.
(EH)	EXISTING FIRE HYDRANT
(ET)	EXISTING TREE TO REMAIN
(EC)	GRASS CRETE PAVING OR EQUAL
(LA)	LANDSCAPED AREA. REFER TO SHEETS L1.1 AND L1.2
(LD)	LOADING DOCK
(PL)	PROPERTY LINE
(PV)	PAVING - PATIO LOCATION.
(SW)	NEW SIDEWALK
(TE)	PROPOSED TRASH ENCLOSURE
(WF)	WROUGHT IRON FENCING TO MATCH THAT AT PIONEER VILLAGE



DPW PROJECT NO. 14620
 Renovation and Expansion
 State Historical Museum
 Idaho State Historical Society

LEATHAM - KROHN - VANOCKER ARCHITECTS
 Kent Krohn, Architect
 Blair Van Ocker, Architect
 Wayne Thoresen, Architect
 2400 E. RIVERWALK Dr.
 Boise, Idaho 83706
 (208) 338-3443

DESIGN DEVELOPMENT SET 13 August 2014

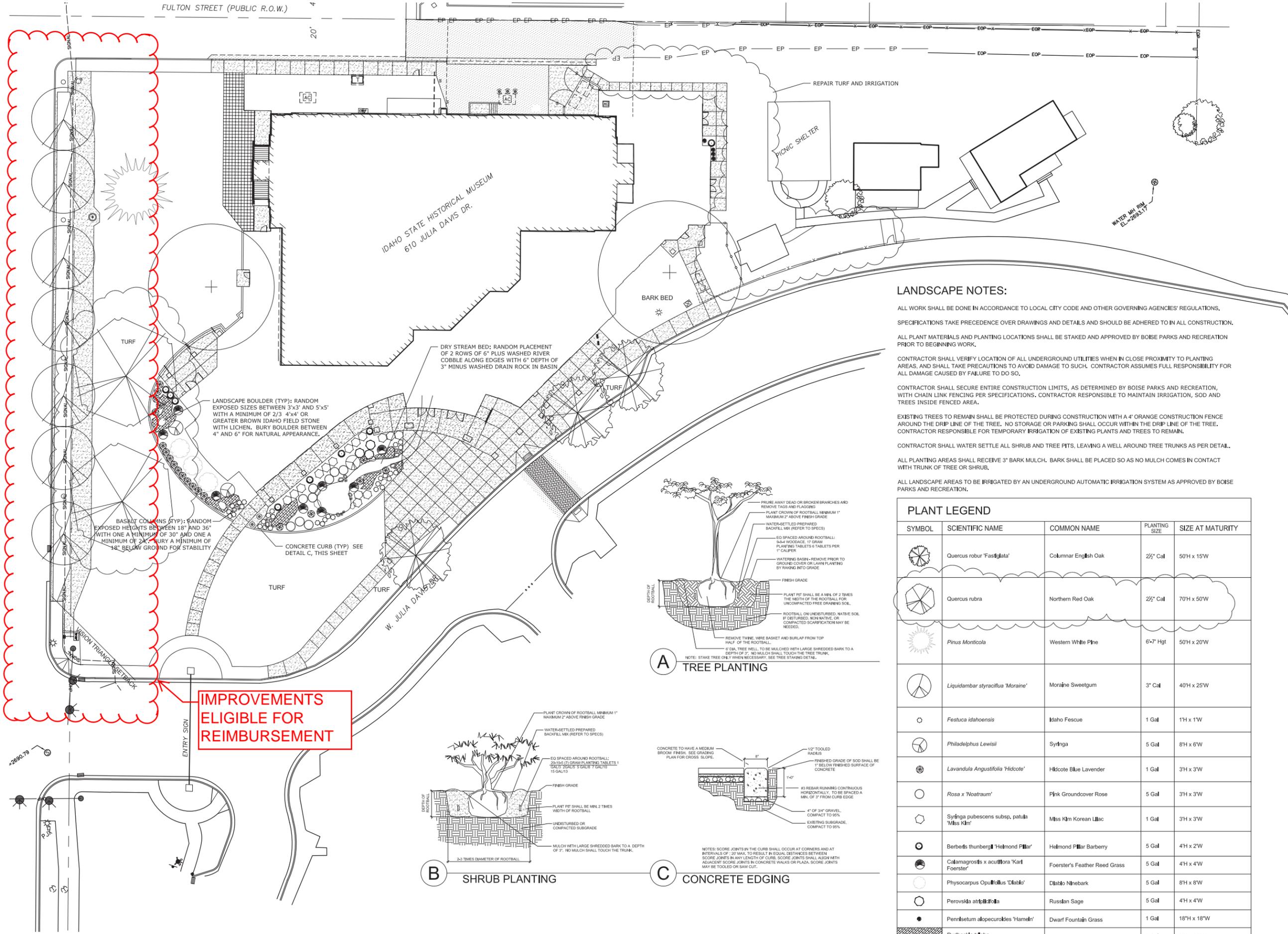
DATE: 13 August 2014

JOB NO.: 1303
 DRAWN BY: B. Thornton
 CHECKED BY: K. Krohn

Idaho St Historical Museum
 Addition and Renovation
SL1.1
 Site Plan

Exhibit B

Streetscape Project



LANDSCAPE NOTES:

ALL WORK SHALL BE DONE IN ACCORDANCE TO LOCAL CITY CODE AND OTHER GOVERNING AGENCIES' REGULATIONS. SPECIFICATIONS TAKE PRECEDENCE OVER DRAWINGS AND DETAILS AND SHOULD BE ADHERED TO IN ALL CONSTRUCTION.

ALL PLANT MATERIALS AND PLANTING LOCATIONS SHALL BE STAKED AND APPROVED BY BOISE PARKS AND RECREATION PRIOR TO BEGINNING WORK.

CONTRACTOR SHALL VERIFY LOCATION OF ALL UNDERGROUND UTILITIES WHEN IN CLOSE PROXIMITY TO PLANTING AREAS, AND SHALL TAKE PRECAUTIONS TO AVOID DAMAGE TO SUCH. CONTRACTOR ASSUMES FULL RESPONSIBILITY FOR ALL DAMAGE CAUSED BY FAILURE TO DO SO.

CONTRACTOR SHALL SECURE ENTIRE CONSTRUCTION LIMITS, AS DETERMINED BY BOISE PARKS AND RECREATION, WITH CHAIN LINK FENCING PER SPECIFICATIONS. CONTRACTOR RESPONSIBLE TO MAINTAIN IRRIGATION, SOD AND TREES INSIDE FENCED AREA.

EXISTING TREES TO REMAIN SHALL BE PROTECTED DURING CONSTRUCTION WITH A 4' ORANGE CONSTRUCTION FENCE AROUND THE DRIP LINE OF THE TREE. NO STORAGE OR PARKING SHALL OCCUR WITHIN THE DRIP LINE OF THE TREE. CONTRACTOR RESPONSIBLE FOR TEMPORARY IRRIGATION OF EXISTING PLANTS AND TREES TO REMAIN.

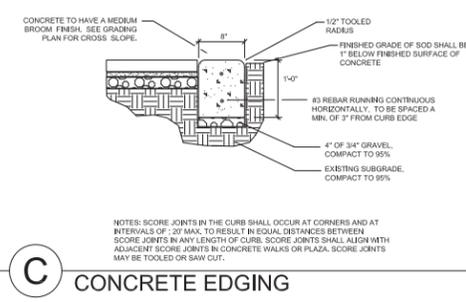
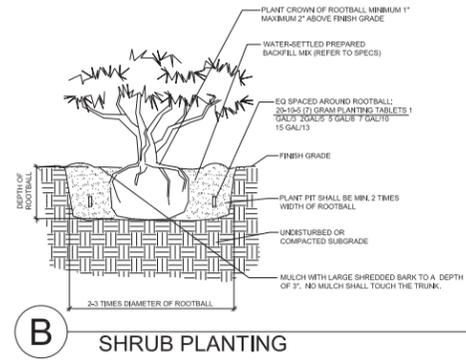
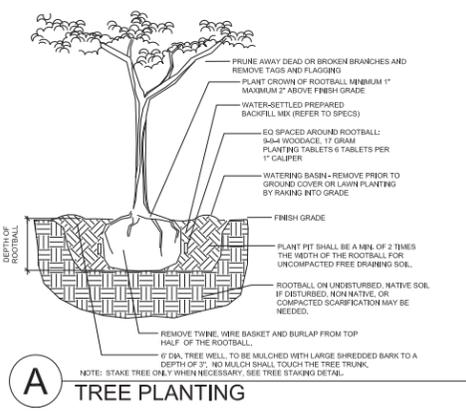
CONTRACTOR SHALL WATER SETTLE ALL SHRUB AND TREE PITS, LEAVING A WELL AROUND TREE TRUNKS AS PER DETAIL.

ALL PLANTING AREAS SHALL RECEIVE 3" BARK MULCH. BARK SHALL BE PLACED SO AS NO MULCH COMES IN CONTACT WITH TRUNK OF TREE OR SHRUB.

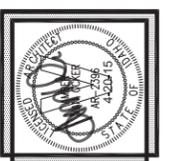
ALL LANDSCAPE AREAS TO BE IRRIGATED BY AN UNDERGROUND AUTOMATIC IRRIGATION SYSTEM AS APPROVED BY BOISE PARKS AND RECREATION.

PLANT LEGEND

SYMBOL	SCIENTIFIC NAME	COMMON NAME	PLANTING SIZE	SIZE AT MATURITY
	<i>Quercus robur</i> 'Fastigata'	Columnar English Oak	2 1/2" Cal	50'H x 15'W
	<i>Quercus rubra</i>	Northern Red Oak	2 1/2" Cal	70'H x 50'W
	<i>Pinus Monticola</i>	Western White Pine	6-7' Hgt	50'H x 20'W
	<i>Liquidambar styraciflua</i> 'Moraine'	Moraine Sweetgum	3" Cal	40'H x 25'W
	<i>Festuca idahoensis</i>	Idaho Fescue	1 Gal	1'H x 1'W
	<i>Philadelphus Lewisii</i>	Syringa	5 Gal	8'H x 6'W
	<i>Lavandula angustifolia</i> 'Hidcote'	Hidcote Blue Lavender	1 Gal	3'H x 3'W
	<i>Rosa x 'Nostrana'</i>	Pink Groundcover Rose	5 Gal	3'H x 3'W
	<i>Syringa pubescens subsp. patula</i> 'Miss Kim'	Miss Kim Korean Lilac	1 Gal	3'H x 3'W
	<i>Berberis thunbergii</i> 'Helmond Pillar'	Helmond Pillar Barberry	5 Gal	4'H x 2'W
	<i>Calamagrostis x acutiflora</i> 'Karl Foerster'	Foerster's Feather Reed Grass	5 Gal	4'H x 4'W
	<i>Physocarpus Opulifolius</i> 'Diablo'	Diablo Ninebark	5 Gal	8'H x 8'W
	<i>Perovskia atrorubra</i>	Russian Sage	5 Gal	4'H x 4'W
	<i>Pennisetum alopecuroides</i> 'Hamel'	Dwarf Fountain Grass	1 Gal	18"H x 18"W
	<i>Rudbeckia triloba</i> Note: 18" O.C. triangular spacing	Black-Eyed Susan	1 Gal	3'H x 18"W

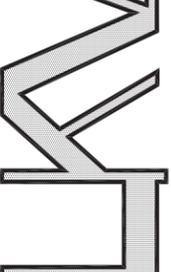


IMPROVEMENTS ELIGIBLE FOR REIMBURSEMENT



DPW PROJECT NO. 14620
Renovation and Expansion
 State Historical Museum
 Idaho State Historical Society

LEATHAM - KROHN - VANOCKER
 ARCHITECTS
 2440 E RIVERWALK DR
 Boise, Idaho 83706
 (208) 336-3443
 Kent Krohn, Architect
 Amber Van Ocker, Architect
 Wayne Thowless, Architect



DATE: 20 APRIL 2015
 LKV JOB NO.: 1303
 DRAWN BY: B. Thornton
 CHECKED BY: K. Krohn

Idaho State Historical Museum
 Addition and Renovation
L1.2



Exhibit C

Streetscape Project Cost Details

ISHM Renovation and Expansion

Opinion of Probable Cost for Streetscape per CCDC Standard

Item	Unit	Unit Cost	Total
Demo			
Trees	13 EA	290.00	3,770.00
Tree Mitigation	13 EA	750.00	9,750.00
Berm	1 LS	27,000.00	27,000.00
Sidewalk	1500 SF	3.80	5,700.00
Landscape			
Trees	10 EA	400.00	4,000.00
Turf	2,500 SF	0.50	1,250.00
Topsoil	50 CY	25.00	1,250.00
Sidewalk	3500 SF	5.00	17,500.00
Lighting	5	3,800.00	19,000.00
Curb	290 LF	9.00	2,610.00
Construction Sub Total			91,830.00
Mobilization	10%		9,183.00
Traffic Control	20%		18,366.00
ESC Controls	10%		9,183.00
Construction Total			128,562.00
Design Fees	8%		10,285.00
Contingency	5%		6,430.00
Project Total			145,277.00