February 14, 2011 City Council Meeting

To: Honorable Mayor and City Council

From: Bill Carberry, Airport Manager

Request:

Consideration of an Agreement for Design & Engineering Services with Riedesel Engineering for an FAA AIP Airport Snow Removal Equipment Bldg.

Background:

The Airport's FAA sponsored capital construction program for years 2011 & 2012 include the design, bid, and construction of a new snow removal equipment/maintenance building. The airport has an existing maintenance facility that is aging and lacks the capacity needed for the modern fleet of equipment the airport is required to utilize. Construction of a new facility has been on the airport's FAA capital improvement list for several years. Depending on available FAA funding, the airport is looking to design and bid the project by this summer, with construction straddling the 2011-2012 fiscal years. The estimate for construction of the 16,000 sq ft bldg is approximately $1,600,000.

The airport advertised an RFQ for engineering services during the summer of 2010 for a service period lasting up to five years. The consulting engineering firm of Riedesel Engineering, Inc. was recommended to the City and County by the selection committee from the five engineering firms that submitted their qualifications and the three that were interviewed. The City Council and the County Commission concurred with the selection committee recommendation in August 2010.

When FAA AIP projects include design/engineering costs in excess of $100,000, the airport is required to obtain an independent fee estimate from another engineering firm as a means to help compare and negotiate service costs. The airport contracted with the Denver based engineering firm of RS&H (Reynolds, Smith, & Hills) to assist with the independent fee estimate for the project. Based on a defined scope of work for design, bidding, and engineering construction services, the independent estimate from RS&H of $314,666.00 was $49,176.00 (15.6%) higher than Riedesel's cost proposal of $265,490.00. Riedesel Engineering's total project hours were more than RS&H's by 27%. Hourly labor rates for RS&H are generally higher than Riedesel Engineering. Riedesel will be sub-contracting the Twin Falls office of Hummel Architecture for the building design element of the project. Attached is a summary of the Record of Negotiations which is required by the FAA.

Budget Impact:

The 2011 airport construction fund includes anticipated FAA funds for the projects plus the locally required 5% matching dollars for FAA grants. The airport is keen to designing a building with energy efficiencies to help with future operating costs.

Regulatory Impact:

The project will improve the airport's ability to house and maintain airport equipment. The airport will develop the facility according to the FAA's Advisory Circular for design and construction of airport snow removal equipment facilities.

Conclusion:

After reviewing the proposed contract with the City Engineer, and the Airport Advisory Board, staff recommends that the City Council approve the contract for design & engineering services with Riedesel Engineering in the amount of $265,490.00 contingent upon FAA concurrence and available funding.

Attachments:

1. Description of Project/Proposed General Site Location
2. Summary of Independent Fee Analysis
3. Riedesel Contract

DESCRIPTION OF PROJECT

The project will consist of constructing a Snow Equipment and Materials Storage Building. The storage building project will consist of site improvements and construction of a Snow Removal Equipment (SRE) storage building.

The work will be executed with financial assistance from the Federal Aviation Administration (FAA), under the Airport Improvement Program (AIP). The FAA 95 percent funding for this project will be FY11 monies. The owner will provide the remaining 5%.

Professional services to be provided shall include the planning, design, design survey, electrical, mechanical, architectural, and geotechnical engineering necessary to accomplish project formulation, grant administration, site planning, preliminary design, final design, bidding, construction administration and observation, quality assurance services, control surveying, and the overall coordination of all phases of the project with the Owner, the State and the FAA.

Project Improvements are more specifically described as follows:

This project will consists of the construction of a 100-foot wide by 170-foot long by 18-foot high SRE Building totaling approximately 17,000 square feet. The building will include: offices for maintenance personnel, lunchroom, mechanical room, two restrooms, (approximately 3,000sf); maintenance bays including a lifting crane and pit, (approximately 3,000sf); storage for: two tractors, one wheel loader with two ramp plows, two sanding trucks with attachments, six support vehicles, and a rotary plow. The building will have overhead doors into the maintenance and equipment storage bays.

The overhead doors into the maintenance bays will be 26 feet wide by 16 feet high and overhead doors into and equipment storage bays will range in size from 24 feet wide by 16 feet high to 12 feet wide by 12 feet high, depending on the equipment housed in that bay.

As part of this project, utilities, including water, sewer, natural gas, power, and telephone, will be extended for service to the building. The building design will not need to meet LEEDs certification; however annual operating costs will need to be evaluated as a part of the design options. The building will need to be expandable in order to accommodate future use and growth.

The estimated cost of construction for the building and site improvements is $1,600,000. The project will be broken into a base bid $1,100,000 with add alternate #1 $250,000 and add alternate #2 $250,000. The add alternatives will add bays to the building foot print. The estimated time of construction is 6 months.

Detailed Cost Analysis SRE BLDG
Consultant Design & Construction Observation Fees

Riedesel Engineering Project Fees vs RS&H Independent Fee Estimate
24-Jan-11

Project : Joslin Field, Magic Valley Regional Airport
AIP 3-16-0036-032

New Airport Maintenance & Equipement Bldg- Estimated Construction Cost $1,600,000

Project Engineering Fees	Riedesel Engineering, Inc.	RS&H	Negotiation Difference	
Project Phase				
Phase 1 – Project Formulation	$ 14,327.50	$ 20,205.40	$ (5,877.90)	
Phase 2 – Preliminary Design	$ 65,789.00	$ 62,486.27	$ 3,302.73	
Phase 3 – Final Design – Plans and Specifications	$ 65,411.50	$ 93,420.99	$ (28,009.49)	
Phase 4 – Bidding	$ 15,849.00	$ 20,388.68	$ (4,539.68)	
Phase 5 – Construction	$ 104,113.00	$ 118,164.80	$ (14,051.80)	
Total Project Fee	$ 265,490.00	$ 314,666.14	$ (49,176.14)	15.60%

Rate Comparison	Riedesel Engineering, Inc.	RS&H	Negotiation Difference
Principal Engineer	$ 135.00	$ 243.32	$ (108.32)
Principal Architect	$ 150.00	$ 243.32	$ (93.32)
Project Architect	$ 110.00	$ 180.42	$ (70.42)
Staff Architect	$ 75.00	$ 124.40	$ (49.40)
Professional Engineer	$ 130.00	$ 180.42	$ (50.42)
Professional Land Surveyor	$ 140.00	N/A	$ (140.00)
Engineer	$ 115.00	$ 124.40	$ (9.40)
Sr. Designer	$ 90.00	$ 117.11	$ (27.11)
Inteior Design	$ 80.00	$ 117.11	$ (37.11)
CADD Tech	$ 70.00	$ 88.15	$ (18.15)
Clerical	$ 50.00	$ 61.28	$ (11.28)
Inspector	$ 80.00	$ 84.45	$ (4.45)
Observation II	$ 75.00	$ 80.00	$ (5.00)

Project Hours	Riedesel Enginering, Inc.	RS&H	Negotiation Difference
Project Phase			
Phase 1 – Project Formulation	123	100	23
Phase 2 – Preliminary Design	523	310	213
Phase 3 – Final Design – Plans and Specifications	463	291	172
Phase 4 – Bidding	113	120	-7
Phase 5 – Construction	1022	815	207
Total Project Hours	2244	1636	608

27%

Total Project Comparison	Riedesel Engineering, Inc.	RS&H	Negotiation Difference
Principal Engineer	63	29	34
Principal Architect	3	28	-25
Project Architect	501	294	207
Staff Architect	0	154	-154
Architectural Intern	296	135	161
Professional Engineer	281	172	109
Professional Land Surveyor	24	0	24
Engineer	44	311	-267
Sr. Designer	283	23	260
CADD Tech	50	49	1
Clerical	55	29	26
Inspector	636	404	232
Interior Design	8	8	0
Total Project Hours	2244	1636	608

Project Expenses	Riedesel Engineering, Inc.	RS&H	Negotiation Difference	
Project Phase				
Phase 1 – Project Formulation	$ 227.50	$ 153.00	$ 74.50	
Phase 2 – Preliminary Design	$ 14,509.00	$ 22,873.00	$ (8,364.00)	
Phase 3 – Final Design – Plans and Specifications	$ 22,211.50	$ 60,565.75	$ (38,354.25)	
Phase 4 – Bidding	$ 3,874.00	$ 2,445.50	$ 1,428.50	
Phase 5 – Construction	$ 10,213.00	$ 17,093.00	$ (6,880.00)	
Total Project Expenses	$ 51,035.00	$ 103,130.25	$ (52,095.25)	51%

CITY OF TWIN FALLS
AGREEMENT FOR ENGINEERING SERVICES

JOSLIN FIELD, MAGIC VALLEY REGIONAL AIRPORT
AGREEMENT FOR ENGINEERING SERVICES
2011 SNOW REMOVAL EQUIPMENT BUILDING PROJECT
AIP-3-16-0036-032

THIS AGREEMENT is made as of this ____ day of _____, 2010, by and between the City of Twin Falls, Idaho, hereinafter referred to as the OWNER, and Riedesel Engineering, Inc., 202 Falls Avenue, Twin Falls, Idaho, hereinafter referred to as the ENGINEER.

Whereas the OWNER intends to make certain improvements and/or modifications to the Joslin Field, Magic Valley Regional Airport under an FAA Grant and described as:

the design and construction services for a Snow Removal Equipment (SRE) Building. The building project will consist of site improvements and construction of a SRE building,

hereinafter referred to as the PROJECT, and the ENGINEER agrees to perform or furnish the various professional services stipulated in this Agreement for the design and construction of said PROJECT.

This agreement shall not become valid until the Federal Aviation Administration approves the "Reasonableness of Fee".

WITNESSETH:

Now, therefore in consideration of the mutual covenants and promises between the parties hereto, it is agreed:

ARTICLE 1
ENGINEERING SERVICES

1.01 BASIC SERVICES

The ENGINEER agrees to perform or furnish professional engineering services in connection with the PROJECT, including normal civil engineering services related thereto, as set forth in the Scope of Consultant Services attached as Exhibit "A" and contained within this document.

1.02 ADDITIONAL SERVICES

When authorized by the OWNER, the ENGINEER agrees to furnish or obtain from others, additional professional services in connection with the PROJECT, as set forth below and as otherwise contained within this Agreement.

(1) Services as required due to changes in the scope of the PROJECT or its design, including but not limited to, changes in size, complexity, schedule or character of construction.

(2) Revising studies, reports, design documents, drawings or specifications which have previously been approved by the OWNER, or when such revisions are due to causes beyond the control of the ENGINEER.

(3) Provide services for the OWNER in connection with litigation, arbitration or other proceedings involving the PROJECT.

(4) Additional services when the PROJECT involves more than (1) Construction Contract.

(5) Prepare special Change Orders when requested by the OWNER, which are not within the scope of the original PROJECT.

(6) Review the PROJECT prior to expiration of the guarantees period and report observed discrepancies under guarantees provided by the Construction Contract.

(7) Additional or extended services during construction made necessary by (a) work damaged by fire or other cause during construction; (b) defective or incomplete work of the Contractor; (c) prolongation of the initial Construction Contract time beyond the contract time; (d) acceleration of the work schedule involving services beyond established office working hours; and (e) the contractor's default under the Construction Contract due to delinquency or insolvency.

(8) Provide services for the OWNER in connection with litigation, arbitration or other proceedings involving the PROJECT.

(9) Should the Contractor elect to submit a proposal for a cost reduction incentive under Section 50-17 of the FAA General Conditions, then the work required to review and make a determination shall be considered additional services.

ARTICLE 2
OWNER's RESPONSIBILITIES

2.01 OWNER's RESPONSIBILITIES

The OWNER shall:

(1) Provide to the ENGINEER, upon ENGINEER's request, all available criteria, design and construction standards and full information as to the OWNER's requirements for the PROJECT and review and approve at appropriate stages the ENGINEER's selection of PROJECT design criteria, construction standards, and reports.

(2) Designate in writing a person authorized to act as the OWNER's contact. The OWNER or his designated contact shall receive and examine documents submitted by the ENGINEER, interpret and define the OWNER's policies and render decisions and authorizations in writing promptly to prevent unreasonable delay in the progress of ENGINEER's services.

(3) Furnish the ENGINEER with copies of all known available field data and maps which pertain to any aspect of the PROJECT, including maps, surveys, property descriptions, borings, soil reports and other available information pertaining to the ENGINEER's work.

(4) Hold promptly all required special meetings, serve all required public and private notices, receive and act upon all protests and fulfill all requirements necessary in the development of the PROJECT and pay all costs incidental thereto.

(5) Provide legal, title insurance, deeds, accounting, and insurance counseling services necessary for the PROJECT, legal review of the Construction Contract Documents, and such auditing services as the OWNER may require to account for the expenditure of construction funds.

(6) Furnish permits and approvals from all governmental authorities having jurisdiction over this PROJECT and from others as may be necessary for completion of the PROJECT.

(7) Obtain bids or proposals from contractors for work relating to this PROJECT and bear all costs relating thereto.

(8) Guarantee full and free access for the ENGINEER to enter upon all property required for the performance of the ENGINEER's services under this Agreement.

(9) Give prompt written notice to the ENGINEER whenever the OWNER observes or otherwise becomes aware of any defect in the PROJECT or other event, which may substantially affect the ENGINEER's performance of services under this Agreement.

(10) Furnish above services at the OWNER's expense and in such manner that the ENGINEER may rely upon them in the performance of his services under this Agreement.

(11) Compensate the ENGINEER for services rendered under this Agreement.

ARTICLE 3
COMPENSATION FOR ENGINEERING SERVICES

3.01 BASIC SERVICES COMPENSATION

The ENGINEER shall provide services in connection with the terms and conditions of this Agreement and the OWNER shall compensate the ENGINEER therefore as follows:

(1) Phase 1 – Project Formulation

The OWNER shall compensate the ENGINEER for Phase 1, Project Formulation as described in Exhibit "A", on the basis of a lump sum in the amount of Fourteen thousand three hundred twenty seven dollars ($14,327.00).

(2) Phase 2 –Preliminary Design

The OWNER shall compensate the ENGINEER for Phase 2, Preliminary Design as described in Exhibit "A", on the basis of a lump sum in the amount of Sixty five thousand seven hundred eighty nine dollars ($65,789.00).

(3) Phase 3 – Final Design, Plans, Specifications

The OWNER shall compensate the ENGINEER for Phase 3, Final Design as described in Exhibit "A", on the basis of a lump sum in the amount of Sixty five thousand four hundred eleven ($65,411.00).

(4) Phase 4 – Bidding

The OWNER shall compensate the ENGINEER for Phase 4, Bidding as described in Exhibit "A", on the basis of a lump sum in the amount of Fifteen thousand eight hundred forty nine dollars ($15,849.00).

(5) Phase 5 – Construction Administration and Observation

The OWNER shall compensate the ENGINEER for Phase 5, Construction Administration and Observation as described in Exhibit "A", on the basis of a time and materials payment. OWNER shall reimburse the ENGINEER his incurred costs at the certified hourly rates in place at the time of the work being performed.

It is further agreed that the cost ceiling established at One hundred four thousand one hundred thirteen dollars ($104,113.00) under this Phase reflects the ENGINEER's best estimate of the cost to perform the contract tasks. If, for justifiable reasons, it appears the cost ceiling will be exceeded by the ENGINEER, the ENGINEER and OWNER will amend the contract in writing to reflect a new cost ceiling.

3.02 ADDITIONAL SERVICES

The OWNER and ENGINEER further agree that for Additional Services:

(1) The OWNER agrees to compensate the ENGINEER for additional services on the basis of time and materials payment or on a negotiated amount agreed to by both the OWNER and ENGINEER. If the OWNER compensates the ENGINEER on the basis of time and materials payment the OWNER shall reimburse the ENGINEER his incurred costs at the certified hourly rates in place at the time of the work being performed. The OWNER shall reimburse the ENGINEER his materials costs at the actual cost plus ten percent and sub consultants at cost.

(2) Progress payments shall be made in proportion to services rendered as indicated within this Agreement and shall be due and owing within thirty (30) days of the ENGINEER's submittal of his monthly statement. The ENGINEER will work with the OWNER in an attempt to meet the cash flow requirements of the PROJECT.

(3) If the OWNER fails to make monthly payments due the ENGINEER, the ENGINEER may, after giving seven (7) days written notice to OWNER, suspend services under this Agreement.

(4) If the PROJECT is delayed or if the ENGINEER's services for the PROJECT are delayed or suspended for more than three (3) months for reasons beyond the ENGINEER's control or beyond the OWNER's control, the ENGINEER or the OWNER, after giving seven (7) days written notice, may terminate this Agreement and the OWNER shall compensate the ENGINEER in accordance with the termination provision contained hereafter in this Agreement.

ARTICLE 4
GENERAL PROVISIONS

4.01 OWNERSHIP OF DOCUMENTS

Upon the request of the OWNER and the acceptance of the construction, the ENGINEER shall furnish the OWNER copies of all maps, plots, drawings, estimate sheets, and other contract documents required for the PROJECT. Upon the request of the OWNER and the completion of the work specified herein, copies of all material documents, including but not necessarily limited to the following data, acquired or produced by the ENGINEER in conjunction with the preparation of the plans, shall be delivered to and become the property of the OWNER providing no future use of said documents or portions thereof shall be made with the ENGINEER's name attached thereto:

(1) Field notes of all surveys, reference ties, and soil investigations.

(2) One (1) set of reproducible record drawings of the construction plans.

(3) A final PROJECT report.

(4) A disk of PROJECT drawings for both AutoCAD or PDF formats.

(5) PROJECT Plans or ASCII files submitted to FAA.

Reuse of any of the above said documents by the OWNER on extensions of this PROJECT or on any other PROJECT without written permission of the ENGINEER shall be at the OWNER's risk and the OWNER agrees to defend, indemnify and hold harmless the ENGINEER from all claims, damages and expenses including attorney's fees arising out of such unauthorized reuse of said documents by the OWNER or by others acting through the OWNER.

4.02 DELEGATION OF DUTIES

Neither the OWNER nor the ENGINEER shall delegate, assign, sublet or transfer his duties under this Agreement without the written consent of the other.

4.03 TERMINATION

The OWNER reserves the right to terminate this Agreement at any time, upon written notice should any of the following events occur:

(1) Upon the completion of any phase of the Agreement.

(2) If the PROJECT is abandoned or indefinitely postponed.

(3) If the ENGINEER's services are, in the judgment of the OWNER, unsatisfactory.

(4) If the ENGINEER fails to prosecute the work with due diligence or fails to complete the work within the time limits specified herein or as subsequently extended.

Except upon voluntary abandonment of the PROJECT by the ENGINEER, in the event the OWNER terminates this Agreement, the OWNER shall be obligated to pay the ENGINEER an amount equal in value to that of the services satisfactorily performed until the time of the termination.

4.04 EXTENT OF AGREEMENT

This Agreement represents the entire and integrated agreement between the OWNER and the ENGINEER and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the OWNER and the ENGINEER.

4.05 FUNCTIONS OF ON-SITE OBSERVATION PERSONNEL

The on-site observation personnel will make reasonable efforts to guard the OWNER against defects and deficiencies in the work of the Contractor and to help determine if the provisions of the Contract Documents are being fulfilled. Their day-to-day observation will not, however, cause the ENGINEER to be responsible for those duties and responsibilities which belong to the construction Contractor and which include, but are not limited to, full responsibility for the techniques and sequences of construction and the safety precautions incidental thereto. The on-site observation personnel have the power to not accept work if the work is not in accordance with the Plans and Specifications. A notice of non-acceptance will be submitted in writing addressed to the Contractor and the OWNER. Rejection of any work will be done by the OWNER in writing based upon the recommendation of the ENGINEER.

4.06 CONSTRUCTION CONTRACTOR'S RESPONSIBILITY

Visits to the construction site and observations made by the ENGINEER's design staff as part of their services shall not relieve the construction Contractor of his obligation to conduct comprehensive inspection of the work sufficient to ensure conformance with construction documents. The Contactor shall not be relieved of his full responsibility for all construction means, methods, techniques, sequences and procedures necessary for coordination and completing all portions of the work under the construction contract and for all safety precautions incidental thereto. Such visits by the ENGINEER's design staff are not to be construed as part of the observation duties of the on-site observation personnel defined in other parts of the Agreement.

4.07 GENERAL

(1) Should litigation or arbitration occur between the two parties relating to the provisions of this Agreement, all court costs and reasonable attorney fees incurred by the prevailing party shall be paid by the non-prevailing party.

(2) Neither party shall hold the other responsible for damages or delay in performance caused by acts of God, strikes, lockouts, accidents, or other events beyond the control of the other or the other's employees and agents.

(3) In the event any provisions of this agreement shall be held to be invalid and unenforceable, the remaining provisions shall be valid and binding upon the parties. One or more waivers by either party of any provisions, terms, conditions or covenants shall not be construed by the other party as a waiver or subsequent breach of the same by the other party.

(4) The ENGINEER has not been retained or compensated to provide design and construction review services relating to the Contractor's safety precautions or to means, methods, techniques, sequences or procedures required for the Contractor to perform his work but not limited to aircraft safety precautions, shoring, scaffolding, underpinning, temporary retainment of excavations and any erection methods and temporary bracing.

(5) The ENGINEER shall render his services under this Agreement in accordance with generally accepted professional practices.

(6) Any opinions of the estimated Construction Cost prepared by the ENGINEER represent his judgment as a design professional and is supplied for the general guidance of the OWNER. Since the ENGINEER has no control over the cost of labor or materials, or over competitive bidding or market conditions, the ENGINEER does not guarantee that such opinions will conform to actual bids received or actual costs to the OWNER.

(7) In soils investigation work and in determining subsurface conditions for the PROJECT, characteristics may vary greatly between successive test points and sample intervals. The ENGINEER will coordinate this work in accordance with generally accepted engineering practices and make no other warranties expressed or implied, as to the professional advice furnished by others under the terms of this Agreement.

(8) Any notices or other communications required or permitted by this Contract or by law to be served on, given to, or delivered to either party hereto, by the other party shall be in writing and shall be deemed duly served, given, or delivered when personally delivered to the party to whom it is addressed or in lieu of such personal service, when deposited in the United States mail, certified mail, return receipt requested, addressed to the OWNER at City of Twin Falls, P.O. Box 1907, Twin Falls, Idaho 83303 and Twin Falls County, P.O. Box 126, Twin Falls, ID 83303, or to the ENGINEER at 202 Falls Avenue, Twin Falls, Idaho 83301. Either party, the OWNER or the ENGINEER, may change his address for the purpose of this paragraph by giving written notice of such change to the other party in the manner provided in this paragraph.

ARTICLE 5
SPECIAL PROVISIONS

5.01 INSURANCE AND INDEMNITY

(1) ENGINEER's Insurance

The ENGINEER shall acquire and maintain statutory workmen's compensation insurance coverage, employer's liability, and comprehensive general liability insurance coverage.

(2) Contractor's Insurance

Prior to commencement of the work, the OWNER shall require the Contractor and any subcontractors to submit evidence that they have obtained for the period of the construction contract and guarantee period comprehensive general liability insurance coverage (including completed operations coverage). This coverage shall provide for bodily injury and property damage arising directly or indirectly out of, or in connection with, the performance of the work under the construction contract, and have a limit of not less than Five hundred thousand dollars ($500,000.00) for all damages arising out of bodily injury, sickness or death of one (1) person; and an aggregate of One million dollars ($1,000,000.00) for damages arising out of bodily injury, sickness or death of two (2) or more persons in any one (1) occurrence. The property damage portion will provide for a limit of not less than Five hundred thousand dollars ($500,000.00) for all others arising directly or indirectly out of or in connection with the performance of the work under the construction contract and in any one (1) occurrence including explosion, collapse or underground exposures.

Included in such coverage will be contractual coverage sufficiently broad to ensure the provision of paragraph 5.01(3), Indemnity. The comprehensive general liability insurance will include, as additional named insured, the OWNER, the ENGINEER, and each of their officers, agents and employees.

(3) Indemnity

The OWNER will require that any Contractor or subcontractor performing work in connection with drawings and specifications produced under this Agreement hold harmless, indemnify and defend the OWNER and the ENGINEER, their consultants, and each of their officers, agents and employees from any and all liability claims, losses, or damages arising out of or alleged to performance of the work described in the Construction Contract Documents, but not including liability that may be due to the sole negligence of the OWNER, the ENGINEER, their consultants, or their officers, agents and employees.

5.02 RESERVATIONS AND COMPLIANCE

(1) The OWNER and the FAA or any of their duly authorized representatives shall have access to any books, documents, papers, and all other records which directly pertain to this PROJECT for the purpose of making audit, examination, excerpts, and transcriptions.

(2) The ENGINEER agrees to comply with Federal Executive Order No. 11246, entitled, "Equal Employment Opportunity", as supplemented in Department of Labor Regulations (41 CFR, Part 60) if this Agreement exceeds $10,000; Section 103 and 107 of the Contract Work House and Safety Standards Act (40 USC 327-330) as supplemented by Department of Labor Regulations (29 CFR, Part 5) if this Agreement exceeds $2,500; and all applicable standards, orders, and regulations issued pursuant to the Clean Air Act of 1970 if this Agreement exceeds $100,000.

5.03 SUCCESSORS AND ASSIGNMENTS

(1) The OWNER and ENGINEER each bind themselves, their partners, successors, executors, administrators, and assigns to the other parties to this Agreement and to the successors, executors, administrators and assigns of such other party in respect to all covenants of this Agreement.

(2) This Agreement shall not be assigned without the written consent of the OWNER.

(3) It is understood by the OWNER and the ENGINEER that the FAA is not a party to this Agreement and will not be responsible for engineering costs except as should be agreed upon by the OWNER and the FAA under a Grant Agreement for the PROJECT.

5.04 CERTIFICATION OF ENGINEER

The OWNER and ENGINEER hereby certify that the ENGINEER has not been required, directly or indirectly, as an expressed or implied condition in connection with obtaining or carrying out this contract, to:

(1) Employ or retain, or agree to employ or retain, any firm or persons; or

(2) Pay, or agree to pay, to any firm, person or organization, any fee, contribution, donation or consideration of any kind.

5.05 LIMIT OF LIABILITY

Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, the total liability, in the aggregate, of ENGINEER and ENGINEER's officers, directors, partners, employees, agents, and ENGINEER's Consultants, and any of them to OWNER and anyone claiming by, through, or under OWNER for any and all claims, losses,

costs, or damages whatsoever arising out of, resulting from, or in any way related to the Project or the Agreement for any cause or causes, including but not limited to the negligence, professional errors or omissions, strict liability or breach of contract, or warranty expressed or implied of ENGINEER or ENGINEER's officers, directors, partner, employees, agents or ENGINEER's Consultants, or any of them shall not exceed the total amount of $1,000,000.00

5.06 TITLE VI ASSURANCES

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

(1) Compliance with Regulations

The ENGINEER shall comply with the Regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

(2) Nondiscrimination

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

(3) Solicitations for Subcontracts, Including Procurements of Materials and Equipment

In all solicitations either by competitive bidding or negotiation made by the ENGINEER for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential Sub-consultant or supplier shall be notified by the ENGINEER of the ENGINEER's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

(4) Information and Reports

The ENGINEER shall provide all information and reports required by the Regulations or directives issued pursuant thereto and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Sponsor or the Federal Aviation Administration (FAA) to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information required of an ENGINEER is in the exclusive possession of another who fails or refuses to furnish this information, the ENGINEER shall so certify to the sponsor or the FAA, as

appropriate, and shall set forth what efforts it has made to obtain the information.

(5) Sanctions for Noncompliance

In the event of the ENGINEER's noncompliance with the nondiscrimination provisions of this contract, the sponsor shall impose such contract sanctions as it or the FAA may determine to be appropriate, including, but not limited to:

a. Withholding of payments to the ENGINEER under the contract until the ENGINEER complies, and/or
b. Cancellation, termination, or suspension of the contract, in whole or in part.

(6) Incorporation of Provisions

The ENGINEER shall include the provisions of paragraphs 1 through 5 in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The ENGINEER shall take such action with respect to any subcontract or procurement as the sponsor or the FAA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event an ENGINEER becomes involved in, or is threatened with, litigation with a Sub-consultant or supplier as a result of such direction, the ENGINEER may request the Sponsor to enter into such litigation to protect the interests of the sponsor and, in addition, the ENGINEER may request the United States to enter into such litigation to protect the interests of the United States.

5.07 DISADVANTAGED BUSINESS ENTERPRISE (DBE) ASSURANCES

(1) Contract Assurance (§26.13)

The ENGINEER or Sub-consultant shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The ENGINEER shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT assisted contracts. Failure by the ENGINEER to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as the recipient deems appropriate.

(2) Prompt Payment (§26.29)

The ENGINEER agrees to pay each Sub-consultant under this prime contract for satisfactory performance of its contract no later than 30 days from the receipt of each payment the ENGINEER receives from the OWNER. The ENGINEER agrees further to return retainage payments to each Sub-consultant within 30 days after the Sub-consultant's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of theOWNER. This clause applies to both DBE and non-DBE Sub-consultants.

5.08 ACCESS TO RECORDS AND REPORTS

(1) The ENGINEER shall maintain an acceptable cost accounting system. The ENGINEER agrees to provide the OWNER, the Federal Aviation Administration and the Comptroller General of the United States or any of their duly authorized representative's access to any books, documents, papers, and records of the ENGINEER which are directly pertinent to the specific contract for the purpose of making audit, examination, excerpts and transcriptions. The ENGINEER agrees to maintain all books, records and reports required under this contract for a period of not less than three years after final payment is made and all pending matters are closed.

5.09 LOBBYING AND INFLUENCING FEDERAL EMPLOYEES

(1) No Federal appropriated funds shall be paid, by or on behalf of the ENGINEER, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant and the amendment or modification of any Federal grant.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any Federal grant, the ENGINEER shall complete and submit Standard Form-LLL, "Disclosure of Lobby Activities," in accordance with its instructions.

5.10 AIRPORT AND AIRWAY IMPROVEMENT ACT OF 1982, SECTION 520-GENERAL CIVIL RIGHTS PROVISIONS

(1) The ENGINEER assures that it will comply with pertinent statutes, Executive orders and such rules as are promulgated to assure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or handicap be excluded from participating in any activity conducted with or benefiting from Federal assistance. This provision obligates the tenant/concessionaire/lessee or its transferee for the period during which Federal assistance is extended to the airport a program, except where Federal assistance is to provide, or is in the form of personal property or real property or interest therein or structures or improvements thereon. In these cases the provision obligates the party or any transferee for the longer of the following periods: (a) the period during which the property is used by the OWNER or any transferee for a purpose for which Federal assistance is extended, or for another purpose involving the provision of similar services or benefits or (b) the period during which the OWNER or any transferee retains ownership or possession of the property. In the case of contractors, this provision binds the contractors from the bid solicitation period through the completion of the contract. This provision is in addition to that required of Title VI of the Civil Rights Act of 1964.

5.10 TRADE RESTRICTION CLAUSE

(1) The ENGINEER or sub-consultant, by submission of an offer and/or execution of a contract, certifies that it:

a. is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms published by the Office of the United States Trade Representative (USTR);

b. has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country on said list, or is owned or controlled directly or indirectly by one or more citizens or nationals of a foreign country on said list.

c. has not procured any product nor subcontracted for the supply of any product for use on the project that is produced in a foreign country on said list.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR 30.17, no contract shall be awarded to an ENGINEER or sub-consultant who is unable to certify to the above. If the ENGINEER knowingly procures or subcontracts for the supply of any product or service of a foreign country on said list for use on the project, the Federal Aviation Administration may direct through the OWNER cancellation of the contract at no cost to the Government.

Further, the ENGINEER agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in each contract and in all lower tier subcontracts. The ENGINEER may rely on the certification of a prospective sub-consultant unless it has knowledge that the certification is erroneous. The ENGINEER shall provide immediate written notice to the OWNER if the ENGINEER learns that its certification of that of a sub-consultant was erroneous when submitted or has become erroneous by reason of changed circumstances. The sub-consultant agrees to provide written notice to the ENGINEER if at any time it learns that its certification was erroneous by reason of changed circumstances.

This certification is a material representation of fact upon which reliance was placed when making the award. If it is later determined that the ENGINEER or sub-consultant knowingly rendered an erroneous certification, the Federal Aviation Administration may direct through the OWNER cancellation of the contract or subcontract for default at no cost to the Government.

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of an ENGINEER is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code, Section 1001.

5.11 CERTIFICATION REGARDING DEBAREMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

(1) The ENGINEER certifies, by acceptance of this contract, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. It further agrees by acceptance of this contract that it will include this clause without modification in all lower tier transactions, solicitation, proposals, contracts, and subcontracts. Where the bidder/offeror/ENGINEER or any tier participant is unable to certify to this statement, it shall attach an explanation to this contract.

IN WITNESS WHEREOF, the OWNER and the ENGINEER hereto have made and executed this Agreement as of the day and year first above written.

ATTEST:	OWNER: CITY of Twin Falls
_____	By: _____
Name:_____	Name: _____
Title: _____	Title: _____
ATTEST:	OWNER: Twin Falls County
_____	By: _____
Name:_____	Name: _____
Title: _____	Title: _____

ATTEST:

_____

Name:_____

Title: _____

ENGINEER:
RIEDESEL ENGINEERING, INC.

By: _____

Name: M. Kent Atkin

Title: Project Manager

ATTEST:

_____

Name:_____

Title: _____

ENGINEER:
RIEDESEL ENGINEERING, INC.

By: _____

Name: Martin G. Gergen

Title: Principal