J-U-B ENGINEERS, INC.

J-U-B ENGINEERS, Inc.
AGREEMENT FOR PROFESSIONAL SERVICES

J-U-B Project No.: - -

J-U-B Project Manager: **Bill Block**

This Agreement entered into and effective this _____ day of _____ 20_____, between Twin Falls Urban Renewal Agency, hereinafter referred to as the "CLIENT" and J-U-B ENGINEERS, Inc., an Idaho corporation, hereinafter referred to as "J-U-B".

WITNESSETH:

WHEREAS the CLIENT intends to: investigate necessary water system improvements to the City of Twin Falls, Hankins Pressure Zone and Booster Station as described in Attachment 1 hereinafter referred to as the "Project". The Services to be performed by J-U-B are hereinafter referred to as the "Services."

NOW, THEREFORE, the CLIENT and J-U-B, in consideration of their mutual covenants herein, agree as set forth below:

MUTUAL RESPONSIBILITIES

This Agreement is based upon a mutual obligation of good faith and fair dealing between the parties in its performance and enforcement. Accordingly, the CLIENT and J-U-B, with a positive commitment to honesty and integrity, agree that each will assist in the other's performance; that each will avoid hindering the other's performance; that each will work diligently to fulfill its obligations; and that each will cooperate in the common endeavor of the Agreement.

CLIENT INFORMATION AND RESPONSIBILITIES

The CLIENT will provide to J-U-B all criteria and full information as to CLIENT's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and any budgetary limitations; and furnish copies of all design and construction standards, rules and laws which CLIENT or others will require to be included in the drawings and specifications upon which J-U-B can rely for completeness and accuracy.

The CLIENT will furnish to J-U-B all data, documents, and other items in CLIENT's possession, or reasonably obtainable by CLIENT, including, without limitation: 1) borings, probings and subsurface explorations, hydrographic surveys, laboratory tests and inspections of samples, materials and equipment, 2) appropriate professional interpretations of all of the foregoing, 3) environmental assessment and impact statements, 4) surveys of record, property descriptions, zoning, deeds and other land use restrictions, rules and laws, and 5) other special data or consultations, all of which J-U-B may use and rely upon in performing Services under this Agreement.

The CLIENT will obtain, arrange and pay for all advertisements for bids, permits and licenses, and similar fees and charges required by authorities, and provide all land, easements, rights-of-ways and access necessary for J-U-B's Services and the Project.

In addition, the CLIENT will furnish to J-U-B: See Attachment 1

PROJECT REPRESENTATIVES

The CLIENT and J-U-B hereby designate their authorized representatives to act on their behalf with respect to the Services and responsibilities under this Agreement. The following designated representatives are authorized to receive notices, transmit information and make decisions regarding the Project and Services on behalf of their respective parties, except as expressly limited herein. These representatives are not authorized to alter or modify the TERMS AND CONDITIONS of this Agreement.

For the CLIENT:

1.	Name	**Gary Gernand**	Work telephone	**208-735-7240**
	Address	**Twin Falls Urban Renewal Agency**	Home/cell phone	
		P.O. Box 1907	FAX telephone	**208-736-2296**
		Twin Falls, ID 83303	E-mail address	**manderson@tfid.org**

For J-U-B:

1.	Name	**Bill Block**	Work telephone	**208-733-2414**
	Address	**115 Northstar Avenue**	Cell phone	**208-421-0356**
		Twin Falls, ID 83301	FAX telephone	**208-733-9455**
			E-mail address	**DWB@jub.com**

In the event any changes are made to the authorized representatives or other information listed above, the CLIENT and J-U-B agree to

furnish each other timely, written notice of such changes.

SERVICES TO BE PERFORMED BY J-U-B ("Services")

J-U-B will perform the Services described as follows (or as described in **Attachment 1**, if provided): See Attachment 1.

J-U-B assumes no responsibility to perform work not listed as Services.

SCHEDULE OF SERVICES TO BE PERFORMED

J-U-B will perform said Services as follows (or as described in **Attachment 1**, if provided): See Attachment 1.

This schedule shall be equitably adjusted as the Project progresses, allowing for changes in scope, character or size of the Project requested by the CLIENT or for delays or other causes beyond J-U-B's control.

BASIS OF FEE

The CLIENT will pay J-U-B for their Services and reimbursable expenses as follows (or as described in **Attachment 1**, if provided): See Attachment 1.

☐ Yes
☒ No

Management Reserve Fund. If "YES", the CLIENT will establish a management reserve fund of $_____ to provide the CLIENT's Authorized Representative the flexibility of authorizing additional funds to the Agreement for allowable unforeseen costs or paying J-U-B for Additional Services beyond those defined in this Agreement.

☐ Yes
☒ No

Retainer. If "YES", the CLIENT will pay J-U-B a retainer of $_____ prior to the Notice to Proceed. The retainer will be applied to the final billing(s) at the completion of the Services rendered under the Agreement.

Other work that J-U-B performs, which is not defined as Services at the request or acquiescence or knowledge of the CLIENT, is "Additional Services". Unless otherwise agreed, the CLIENT will pay J-U-B for Additional Services on a time and materials basis.

File Folder Title: _____

Remarks: _____

The Notice to Proceed, by the CLIENT, verbal or written, or execution of the Agreement shall constitute acceptance of this Agreement. THE TERMS AND CONDITIONS ON PAGES 3 AND 4, INCLUDING RISK ALLOCATION, ARE PART OF THIS AGREEMENT. THE CLIENT AGREES TO SAID TERMS AND CONDITIONS FOR ALL SERVICES AND ADDITIONAL SERVICES. Special Provisions that modify these TERMS AND CONDITIONS, if any, are included in Attachment 2.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written. These parties represent and acknowledge that they have authority to execute this Agreement.

CLIENT:

NAME

P.O. Box 1907

STREET

Twin Falls, ID 83303

CITY / STATE / ZIP CODE

BY (Signature)

NAME / TITLE

BY (Signature)

ADDITIONAL NAME / TITLE

J-U-B ENGINEERS, Inc.:

115 Northstar Avenue

STREET

Twin Falls, ID 83301

CITY / STATE / ZIP CODE

W. Bill Block

BY (Signature)

SENIOR PROJ. MANAGER

NAME / TITLE

Applicable Attachments or Exhibits to this Agreement are indicated as ma ked.

☒ **Attachment 1** – Scope of Services and/or Schedule and/or Basis of Fee

☐ **Attachment 2** – Special Provisions

☐ **Standard Exhibit A** – Electronic Documents Reuse Provisions

☐ **Standard Exhibit B** – Construction Phase Services

DISTRIBUTION: Accounting; Project File; CLIENT

REV: 1/09

GENERAL

J-U-B shall provide for the CLIENT the Services as set forth herein. The Services will be performed in accordance with the care and skill ordinarily used by members of the subject profession practicing under like circumstances at the same time and in the same locality. **J-U-B MAKES NO WARRANTY EITHER EXPRESSED OR IMPLIED ON BEHALF OF IT OR OTHERS.** The CLIENT acknowledges and agrees that requirements governing the Project may be ambiguous and otherwise subject to various and possibly contradictory interpretations; and, J-U-B is, therefore, only responsible to use its reasonable professional efforts and judgment to interpret such requirements.

J-U-B shall not be responsible for acts or omissions of any other party involved in the Project, including but not limited to the following: the failure of a third party to follow J-U-B's recommendations; the means, methods, techniques, sequences or procedures of construction; safety programs and precautions selected by third parties; compliance by CLIENT or third parties with laws, rules, regulations, ordinances, codes, orders or authority; and any contact or action of the CLIENT or others with third parties. CLIENT, therefore, indemnifies and holds J-U-B harmless from the actions and omissions of CLIENT and third parties involved in the Project.

J-U-B shall not be required to sign any documents, no matter by whom requested, that would result in J-U-B's having to certify, guarantee or warrant the existence of conditions whose existence J-U-B cannot ascertain. The CLIENT also agrees not to make resolution of any dispute with J-U-B or payment of any amount due to J-U-B in any way contingent upon J-U-B signing any such certification.

CLIENT acknowledges that in soil investigation work and in determining subsurface conditions for the Project, the characteristics may vary greatly between successive test points and sample intervals.

Resetting of survey and/or construction stakes shall constitute Additional Services.

Any sales tax or other tax on the Services rendered under this Agreement shall be paid by the CLIENT.

REUSE OF DOCUMENTS

Documents that may be relied upon by CLIENT as instruments of service under this Agreement are limited to the printed copies (also known as hard copies) that are signed or sealed by J-U-B. All printed materials, any magnetic media, or other communication or information formats ("Documents") that may be prepared or furnished by J-U-B pursuant to this Agreement are instruments of service with respect to the Project and shall remain the property of J-U-B whether or not the Project is completed. Although CLIENT may make and retain copies of Documents for information and reference in connection with use on the Project by CLIENT, J-U-B shall retain all common law, statutory and other reserved rights, including the copyright thereto, and the same shall not be reused without J-U-B's written consent. Any reuse without written consent by J-U-B, or without verification or adoption by J-U-B for the specific purpose intended by the reuse, will be at CLIENT's sole risk and without liability or legal exposure to J-U-B. The CLIENT shall indemnify and hold J-U-B harmless from any claims, damages, losses and expenses arising out of or resulting from such reuse. Files in electronic media format of text, data, graphics, or of other types that are otherwise furnished by J-U-B to CLIENT are only for convenience of CLIENT. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk.

If submittal of electronic files are included as part of the Project, the requirements of **Standard Exhibit A** – Electronic Documents Reuse Provisions apply to this Agreement.

CONSTRUCTION PHASE SERVICES

It is understood and agreed that J-U-B does not have control over, and neither the professional activities of J-U-B nor the presence of J-U-B at the Project Site shall give J-U-B control over contractor(s) work; nor, shall J-U-B have authority over or responsibility for the means, methods, techniques, sequences or procedures of construction selected by contractor(s), for safety precautions and programs incident to the work of the contractor(s) or for any failure of contractor(s) to comply with laws, rules, regulations, ordinances, codes or orders applicable to contractor(s) furnishing and performing their work or providing any health and safety precautions required by any regulatory agencies. Accordingly, J-U-B does not guarantee or warrant the performance of the construction contracts by contractor(s), nor assume responsibility of contractor(s)' failure to furnish and perform their work in accordance with the Contract Documents.

The CLIENT agrees that the general contractor shall be solely responsible for jobsite safety, and warrants that this intent shall be carried out in the CLIENT's contract with the general contractor. The CLIENT also agrees that the CLIENT, J-U-B and J-U-B's subconsultants shall be indemnified by the general contractor in the event of general contractor's failure to assure jobsite safety and shall be made additional insureds under the general contractor's policies of general liability insurance.

If Construction Phase Services are included as part of the Project, the requirements of **Standard Exhibit B** – Construction Phase Services apply to this Agreement.

OPINIONS OF COST

Since J-U-B has no control over the cost of labor, materials, equipment or Services furnished by others, or over the contractor(s)' methods of determining prices, or over competitive bidding or market conditions, J-U-B's opinions of probable total Project costs and construction, if any, are to be made on the basis of J-U-B's experience and qualifications, and represent J-U-B's best judgment as an experienced and qualified professional engineer, familiar with the construction industry; but J-U-B cannot and does not guarantee that proposals, bids or actual total Project or construction costs will not vary from opinions of probable cost prepared by J-U-B. If the CLIENT wishes assurance as to total Project or construction costs, CLIENT shall employ an independent cost estimator. J-U-B's Services to modify the Project to bring the construction costs within any limitation established by the CLIENT will be considered Additional Services and paid for as such by the CLIENT.

TIMES OF PAYMENTS

J-U-B shall submit monthly statements for Services rendered and for expenses incurred, which statements are due on presentation. CLIENT shall make prompt monthly payments. If CLIENT fails to make any payment in full within thirty (30) days after receipt of J-U-B's statement, the amounts due J-U-B will accrue interest at the rate of 1% per month from said thirtieth day. If the CLIENT fails to make payments when due or otherwise is in breach of this Agreement, J-U-B may suspend performance of Services upon five (5) days' notice to the CLIENT. J-U-B shall have no liability whatsoever to the CLIENT for any costs or damages as a result of such suspension caused by any breach of the Agreement by the CLIENT. Upon cure of breach or payment in full by the CLIENT within thirty (30) days of the date breach occurred or payment is due, J-U-B shall resume Services under the Agreement, and the time schedule and compensation shall be equitably adjusted to compensate for the period of suspension, plus any other reasonable time and expense necessary for J-U-B to resume performance. If the CLIENT fails to make payment as provided herein and cure any other breach of this Agreement within thirty (30) days after suspension of Services, such failure shall constitute a material breach of this Agreement and shall be cause for termination of this Agreement by J-U-B.

TERMINATION

The obligation to provide further Services under the Agreement may be terminated by either party upon thirty (30) days' written notice. If this Agreement is terminated by either party, J-U-B will be paid for Services and Additional Services rendered and for expenses incurred. If the Agreement is terminated by the CLIENT for reasons other than J-U-B's material breach of this Agreement, or is terminated by J-U-B for CLIENT's material breach of this Agreement, J-U-B shall be paid, in addition to any other remedies at law or equity, an allowance as determined by J-U-B,

including but not limited to: the cost and expense J-U-B incurs in withdrawing its labor and resources from the Project, obtaining and engaging in a new Project with the labor and resources withdrawn from the Project, and the lost profit on the remainder of the work.

RISK ALLOCATION

The CLIENT is aware of the risks, rewards, and benefits of the Project and J-U-B's Basis of Fee for Services. The risks are hereby allocated such that the CLIENT agrees that, to the fullest extent permitted by law, the total combined liability of J-U-B, its officers, employees, successors, partners, heirs and assigns to the CLIENT, for professional errors or omissions, directly or through third parties, for all injuries, claims, expenses, costs, fees, and legal fees, damages or claims of expenses arising out of this Agreement from any cause, shall not exceed the amount of J-U-B's fees paid on this Agreement. Such causes include, but are not limited to, J-U-B's negligence, errors, omissions, strict liability, and breach of this Agreement. In no event shall J-U-B be liable for any incidental, indirect or consequential damages.

J-U-B's liability for any cause or claim other than for professional errors or omissions, including, but not limited to, negligence, strict liability, or breach of contract or warranty, express or implied, shall not exceed the total insurance proceeds (excluding fees, costs and expenses of investigation, claims adjustment, defense and appeal) paid on behalf of or to J-U-B by J-U-B's insurers in settlement or satisfaction of such causes or claim under the terms and conditions of J-U-B's insurance policies applicable thereto.

The CLIENT agrees that J-U-B is not responsible for damages arising directly or indirectly from any delays for causes beyond J-U-B's control. For purposes of this Agreement, such causes include, but are not limited to, strikes or other labor disputes; severe weather disruptions or other natural disasters; fires, riots, war or other emergencies or acts of God; failure of any government agency or other third party to act in a timely manner; failure of performance by the CLIENT or the CLIENT's contractors or consultants; or discovery of any hazardous substance or differing site conditions. In addition, if the delays resulting from any such causes increase the cost or time required by J-U-B to perform its Services in an orderly and efficient manner, J-U-B shall be entitled to an equitable adjustment in schedule and compensation. To the extent allowed by law, CLIENT may not recover for economic loss from J-U-B through third parties.

HAZARDOUS WASTE, ASBESTOS, AND TOXIC MATERIALS

The CLIENT agrees, notwithstanding any other provision of this Agreement, to the fullest extent permitted by law, to indemnify and hold harmless J-U-B, its officers, employees, successors, partners, heirs and assigns (collectively, J-U-B) from and against any and all claims, suits, demands, liabilities, losses, damages or costs, including reasonable attorneys' fees and defense costs arising out of or in any way connected with the detection, presence, handling, removal, abatement, or disposal of any asbestos or hazardous or toxic substances, products or materials that exist on, about or adjacent to the Project Site, whether liability arises under breach of contract or warranty, tort, including negligence, strict liability or statutory liability or any other cause of action, except for the sole negligence or willful misconduct of J-U-B.

RIGHT OF ENTRY

The CLIENT shall provide for J-U-B's right to enter the property owned by the CLIENT and others in order for J-U-B to fulfill the Services to be performed hereunder. The CLIENT understands that use of testing or other equipment may unavoidably cause some damage, the correction of which is not part of this Agreement. The CLIENT agrees, to the fullest extent permitted by law, to indemnify and hold harmless J-U-B, its officers, employees, successors, partners, heirs and assigns (collectively, J-U-B) against any damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising or allegedly arising from procedures associated with testing or investigative activities or connected in any way with the Project, Services, or discovery of hazardous materials or suspected hazardous materials on the property.

MEDIATION BEFORE LITIGATION

In an effort to resolve any conflicts that arise during the design and construction of the Project or following the completion of the Project, the CLIENT and J-U-B agree that all disputes between them arising out of or relating to this Agreement, the Project, or the Services, except for the payment of J-U-B's fees, shall be submitted to nonbinding mediation as a condition precedent to litigation unless the parties mutually agree otherwise. The CLIENT further agrees to include a similar mediation provision in all agreements with independent contractors and consultants on the Project, and also to include a similar mediation provision in all agreements with their subcontractors, subconsultants, suppliers and fabricators on the Project, thereby providing for mediation as the primary method for dispute resolution among the parties to all those agreements.

LEGAL FEES

In the event of any action brought by J-U-B to enforce the payment provisions of the Agreement, the prevailing party shall be entitled to such reasonable amounts for fees, costs and expenses including attorney's fees as may be set by a court.

SURVIVAL

All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.

EXTENT OF AGREEMENT

This Agreement represents the entire and integrated agreement between the CLIENT and J-U-B and supersedes all prior negotiations, representations or agreements, either written or oral. The Agreement may be amended only by written instrument signed by both CLIENT and J-U-B.

SUCCESSORS AND ASSIGNS

CLIENT and J-U-B and their partners, successors to this Agreement, executors, administrators and legal representatives of such other party, each is hereby bound in respect to all the covenants, agreements and obligations of this Agreement. Neither CLIENT nor J-U-B may assign, sublet, or transfer any rights under or interest (including, without limitation, moneys that are due or may become due) in this Agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against J-U-B. J-U-B's Services under this Agreement are being performed solely for the CLIENT's benefit, and no other party or entity shall have any claim against J-U-B because of this Agreement or the performance or nonperformance of Services hereunder. In the event of such third party claim, CLIENT agrees to indemnify and hold J-U-B harmless from the same. The CLIENT agrees to require a similar provision in all contracts with contractors, subcontractors, consultants, vendors and other entities involved in the Project to carry out the intent of this provision to make express to third parties that they are not third party beneficiaries.

CONTROLLING LAW, JURISDICTION, AND VENUE

This Agreement is to be governed by the laws of the state in which the Project is primarily located. Any action or proceeding arising from or in connection with this Agreement shall be subject to the exclusive jurisdiction of said state.

J-U-B ENGINEERS, INC.

J-U-B ENGINEERS, Inc.
AGREEMENT FOR PROFESSIONAL SERVICES

FOR

Twin Falls Urban Renewal Agency

Twin Falls Water System Improvements – Hankins Phase 1, Preliminary Engineering

Attachment 1 – Scope of Services, Schedule, and Basis of Fee

The Agreement for Professional Services is amended and supplemented to include the following provisions regarding the Scope of Services, Schedule of Services, and the Basis of Fee:

PROJECT UNDERSTANDING

This project is necessary to determine the improvements that are required to provide increased fire flow delivery to the Hankins Pressure Zone at Eldridge between Hankins Road and 3300 E. The project will provide investigation of the existing Hankins Booster Station, and the City of Twin Falls Water Master Plan, as well as topographic survey, rock probes, a preliminary engineering design concept and agency coordination services. It is anticipated that a subsequent phase of the project will include final design services for construction bid documents and bidding services.

PART 1 - SCOPE OF SERVICES

A. **Basic Services** - J-U-B's Basic Services under this Agreement are limited to the following tasks. CLIENT reserves the right to add subsequent phases or related work to the scope of services upon mutual agreement of scope, additional fees, and schedule.

1. Task 001 – Topographic Survey, Preliminary Design Concept, Tech Memo and Meetings.

   Subtask 010 – Topographic Survey and Basemap

   a. Scope of Services: J-U-B shall complete a topographic survey along the proposed water main corridor as shown on Exhibit A-1. The topographic survey shall include the following:

      (i) Research and Utility Request: Research available land monuments, plats, records of survey, right-of-ways, on the project sites. Contact utility companies prior to survey via Dig-line to request field locations of utilities and available utility mapping. Utilities will be shown to the extent they are visible in the field, or located by the utility or Owner. Utility locations will also be coordinated with the rock probe contractor.

      (ii) Establish survey control along the alignment using the following datums: horizontal coordinate system, NAD 1983 (NSRS 2007) Idaho State Plane, Central Zone, modified to represent ground distances, and vertical control based on NAVD 1988. Right-of-ways (ROWs) will be established and shown on the basemap using Twin Falls County G.I.S. data. Land monuments will be located and shown where found from visual observations during the field survey.

      (iii) Complete topographic survey from centerline to the south ROW along Kimberly Road east of Hankins Road and from ROW to ROW along 3300 E south of Kimberly Road to the south side of the EIRR. Existing utilities shall be located to the extent that they are visibly marked by the utility company.

      (iv) Prepare topographic mapping in Civil 3D 2011 at a 1" = 40' scale, roll plot. Topographic features will be depicted using accepted J-U-B standard symbols. Topographic features will be shown on the design plans to the extent that they are found or field located by the utility companies, such as fences, utility poles, surfacing, utilities, edge of pavement, face of curb, sidewalks, striped roadway centerline, guard rails, signal poles, signs, mail boxes, face of retaining walls, telephone risers, top of bank and waterway flowlines, large trees, and include monuments of record and physical survey of monuments and property pins that are found. Provide locations (X & Y coordinates) and elevation of local temporary benchmarks to be used on Project. Property lines will be shown based on Twin Falls County G.I.S. mapping. Contours at one foot (1') intervals will be generated. Roadway will be cross-sectioned at 50' intervals on centerline, edge of pavement, gutter, top of curb and natural ground near ROW. At

intersections, cross-sections will be developed on side streets to extend 50' beyond the main street ROW. The City's aerial mapping will supplement the topographic mapping.

(v) Bore probes will be located and numbered.

b. Deliverables:

(i) Topographic Survey Basemap will be included with the Preliminary Design Concept roll-plot.

Subtask 020 – Preliminary Design Concept

c. Scope of Services:

(i) Develop a preliminary design alignment for the water main based on utility separation.
(ii) Develop a line diagram for booster station improvements.
(iii) Field walk-through to check survey and to adjust the proposed alignment based on field conditions.
(iv) Prepare a review roll-plot showing base mapping, horizontal alignment of water main, and rock probes locations and depths.

d. Deliverables:

(i) Preliminary Water Main Design Concept Plan Roll-plot (Will include topographic basemap and rock probes locations and depths) – Two (2) Copies at scale TBD.

(ii) Line Diagram for booster station improvements – Two (2) Copies at scale TBD.

Subtask 030 – Design Technical Memorandum

e. Scope of Services:

(i) Review City of Twin Falls' water system master plan to determine appropriate booster pump station improvements and the pipe size, fire flow, and pressure range for the proposed water main. The pipe size review has already been completed; however, DEQ will require the technical memorandum for construction approval.
(ii) Write a Technical Memorandum summarizing the design criteria for the proposed booster station improvements and water main based upon the review of the City of Twin Falls' water system master plan and the Preliminary Design Concept. This memorandum will also include a preliminary opinion of probable construction cost and will be used with the future submittal of construction documents to the Idaho Department of Environmental Quality (IDEQ).

f. Deliverables:

(i) Draft Design Technical Memorandum to City and CLIENT – Three (3) Copies each.

(ii) Final Design Technical Memorandum to City and CLIENT – Three (3) Copies each.

Subtask 040– Meetings and Project Administration

g. Scope of Services: J-U-B shall meet with the CLIENT and the Client's representatives for the following anticipated meetings:

(i) Kick-off Meeting: Meet to review project scope, schedule, and project team members

(ii) Draft Technical Memorandum review meeting

(iii) General project administration and coordination with the CLIENT and the City.

2. Task 002 – Subconsultants

Subtask 010 – Rock Depth Investigation and Reporting

a. Scope of Services: J-U-B will employ a subcontractor to provide field investigation and reporting of rock depth as indicated below:

(i) Field Investigation:

a. Obtain all necessary permits from Eastern Idaho Railroad (EIRR) to allow for rock probes within their right-of-way (ROW)
b. Rock probes will be completed at approximately 50' on center where rock is present and 200' on center in soil along the proposed water main corridor. Approximate probe depths will be the lesser of depth to rock or 10' if no rock is encountered.
c. Coordinate rock probe drilling with sub consultant and record rock probe depth and location.

(ii) Rock Probe Drilling - Subconsultant

a. Subconsultant to provide drilling to rock, repair and surface repair.

b. Deliverables:

(i) Rock probe summary table with location and depth to rock

(ii) Rock probe results included in the Preliminary Design Concept roll plot.

Subtask 020 – Electrical Engineering

c. Scope of Services: J-U-B will retain the services of an Idaho licensed electrical subconsultant to provide electrical engineering support services as described below.

(i) Design Investigation:

a. Review record information of the existing Hankins Booster Station and make recommendations for necessary improvements.

3. Task 003 – Agency Coordination

a. Scope of Services:

(i) Agency Coordination

a. Coordinate the anticipated improvements with some of the Agencies having jurisdiction over portions of the project corridor with the purpose of: 1) Determining if any improvements are anticipated in the foreseeable planning period; 2) Obtaining pertinent design requirements and material specifications for proposed improvements; 3) Obtaining record drawings of improvements in the project vicinity; 4) Identify necessary permits and approval time required to complete the permitting process.

b. Coordination with Idaho Transportation Department (ITD), Twin Falls Highway District (TFHD), and Eastern Idaho Railroad (EIRR) in anticipated.

(ii) Permitting

a. Obtain all necessary permits to allow for rock probes within the public right-of-way. It is anticipated that a permit will be required by ITD and TFHD.

B. **CLIENT's Responsibilities** - CLIENT is responsible for completing, authorizing J-U-B to complete as Additional Services, or authorizing others to complete all tasks not specifically included above in J-U-B's Basic Services that may be required for the project, including, but not limited to:

1. Final Design, Bidding and Award Services, Contract Management, Construction Engineering, Resident Project Representative, and Administrative Services
2. Record Drawings
3. Public Involvement and Land Owner Coordination

In addition the CLIENT is responsible for the following:

4. Provide the following information:
   a. Record drawings pertinent to this project
5. Provide a liaison for coordination with representatives of the JAYCO development and Hankins Pressure District.

PART 2 – ADDITIONAL SERVICES

A. Additional Services – Addendum Required

1. Final Design
2. Bidding and Award Services
3. Public Involvement
4. Construction Administration
5. Construction Engineering and Resident Project Representative Services

PART 3 - SCHEDULE OF SERVICES

A. The following table summarizes the anticipated schedule for the identified Basic Services predicated upon timely receipt of CLIENT-provided information, typical review periods, and active direction during work. CLIENT acknowledges that the J-U-B will not be responsible for impacts to the schedule by events or actions of others over which J-U-B has no control.

Task Number	Task Name	Anticipated Schedule
001	Survey, Preliminary Design Concept, Tech Memo, and Meetings	1/17/11 – 2/28/11
002	Subconsultants	1/17/11 – 2/28/11
003	Agency Coordination	1/17/11 – 2/28/11

PART 4 - BASIS OF FEE

A. CLIENT shall pay J-U-B for the identified Basic Services as follows:

1. For Lump Sum fees:

   a. The portion of the Lump Sum amount billed for J-U-B's services will be based upon J-U-B's estimate of the percentage of the total services actually completed during the billing period.

2. For Time and Materials fees:

   a. CLIENT shall pay J-U-B an amount equal to the cumulative hours charged to the Project by each J-U-B employee times that employees' standard billing rate for all services performed on the Project, plus Reimbursable Expenses and J-U-B's Consultants' charges, if any.

B. The fee types and amounts for each task are presented in the following table:

Task Number	Task Name	Fee Type	Amount
001	Survey, Preliminary Design Concept, Tech Memo, and Meetings	Lump Sum	$31,651
002	Subconsultants	Time and Materials	$13,478
005	Permitting, Agency Coordination, and Easements	Time and Materials	$3,511
Total			$48,640

C. Period of Service: If the period of service for the task identified above is extended beyond 12 months, the compensation amount for J-U-B's services shall be appropriately adjusted to account for inflation and salary adjustments.

0 250 500 1,000 Feet

JUB

City of Twin Falls

EXHIBIT A-1

TWIN FALLS URBAN RENEWAL AGENCY
TWIN FALLS WATER SYSTEM IMPROVEMENTS - HANKINS
Engineers Total Fee Estimate Summary

Engineering Fees	Phase 1 Prelim Eng	Phase 2 Final Des	Total	% Const*
Admin	$4,566	$9,140	$13,706	1.0%
Survey, Prelim & Final Design	$27,085	$61,639	$88,724	6.3%
Bidding and Award		$10,009	$10,009	0.7%
Permitting	$3,511	$18,694	$22,205	1.6%
Subtotal	**$35,162**	**$99,482**	**$134,644**	**9.6%**

Subconsultants	Phase 1 Prelim Eng	Phase 2 Final Des	Total	% Const*
Rock Probes	$12,737		$12,737	0.9%
Geotech		$9,700	$9,700	0.7%
Electrical	$741	$6,000	$6,741	0.5%
Subtotal	**$13,478**	**$15,700**	**$29,178**	**2.1%**
Total	**$48,640**	**$115,182**	**$163,822**	**11.7%**

*Assumes Construction Cost $1,400,000
Note: doesn't include SCADA programing/improvements