THE URBAN RENEWAL AGENCY OF THE CITY OF TWIN FALLS

Date: March 14, 2011

To: Urban Renewal Agency of the City of Twin Falls

From: Melinda Anderson, URA Executive Director

Request:

Review of SE Twin Waterline Phase I technical memo and consideration of a request to authorize the Chairman to sign a Phase II waterline design agreement with JUB Engineering to finalize design on a waterline to serve SE Twin Falls – $120,866. Phase II would also include bid award services.

Background:

At the January 10, 2011 board meeting, the board approved an agreement with JUB to begin a waterline design to serve a section of SE Twin Falls. The area is deficient in water fire flow for buildings larger than 30,000 sf.

During the Phase I design process several waterline routes were considered and due to practical, hydraulic, and 'biggest bang for the buck' criteria, a route that would start at the Hankins Road wells, travel south across Kimberly Road, head east on Kimberly Road to 3300, and south to Eldridge is the preferred route.

Several items that were not anticipated prior to the Phase I design have contributed to an increased construction estimate. These are the need for a generator for the pumps at Hankins Road and the need for a sampling/blending station there. Originally the pumps at Hankins Road wells were designed to come offline as part of the City's Arsenic Compliance Project. However, continued growth in this part of Twin Falls will require additional water supply (separate from fire flow needs) that this proposed waterline will serve.

In addition, to serve new growth in this section of the city, the waterline size along Kimberly Road was increased to 24" and the waterline traveling south on 3300 was reduced to 18".

For ¼ mile along Kimberly Road (beginning at Hankins Road) the waterline will likely be under the paved highway shoulder which is owned by ITD. The City will likely enter into a maintenance agreement with ITD to repair any future problems with the asphalt in that project area.

With the additions to the design (pump generator, sampling station) to conform to recent standards as well as new growth, the construction price is estimated to be between $1.95 and $2.154 million. The final estimated construction price will be known once the design is complete.

<u>To review the URA's purpose in constructing this waterline:</u>

- Our job creation mission has been stymied due to lack of 20-100 acre shovel-ready sites. We compete with communities around the country that not only have ample vacant manufacturing space for sale or lease but shovel-ready sites as well. Twin Falls has just one shovel-ready industrial park currently – Jayco Industrial Park.

- The waterline in its recommended route will provide water for fire flow to construct any size of building in this part of Twin Falls. It will also provide water to additional properties that currently have no city water thus making it easier in the future to develop those properties as projects come along.
- Currently there are no other job creation projects that compete for these funds.

At our board meeting Gary Haderlie from JUB will review the technical aspects of the route, explain the rest of the design process, and be ready to answer questions. Troy Vitek, Assistant City Engineer, will be here to review the City's role in the waterline design and construction process.

Approval Process:

A majority vote of a quorum of the Agency board in open meeting.

Budget Impact:

At this time the additional cost to our budget would be $120,866. We have the available funds. We also have the funds to fully complete the project at $2.1 million.

Regulatory Impact:

None at this time.

Conclusion:

Staff and the special projects subcommittee recommend the board approve this request.

Attachments:

1. JUB Phase I technical memo
2. JUB Phase II scope and agreement
3. SE Twin Waterline route aerial map

J-U-B ENGINEERS, INC.

TECHNICAL MEMORANDUM

DATE:	March 4, 2011
TO:	Melinda Anderson, Executive Director, Urban Renewal Agency of Twin Falls; Troy Vitek, P.E., Assistant City Engineer, City of Twin Falls
FROM:	Josh Elliott, P.E.; Gary Haderlie, P.E.
SUBJECT:	**Hankins Pressure Zone and Waterline Extension**
PROJECT:	Twin Falls Water System Improvements – Hankins Phase 1, Preliminary Engineering
PROJECT NO.:	60-11-004
COPIES:	Bill Block, P.E., J-U-B ENGINEERS, Inc.; Rich Wiebe, P.E., J-U-B ENGINEERS, Inc.

PROFESSIONAL ENGINEER LICENSED 13744 03/04/11 STATE OF IDAHO JOSH ELLIOTT

Josh Elliott, P.E.

PROFESSIONAL ENGINEER LICENSED 13805 03/04/11 STATE OF IDAHO GARY M. HADERLIE

Gary Haderlie, P.E.

I. INTRODUCTION AND PROJECT BACKGROUND

The purpose of this project is to determine the improvements that are required to provide increased fire flow delivery to the Hankins Pressure Zone near the subdivision between Middleberry Way to 3300 East and Eldridge Avenue to Jayco Avenue.

J-U-B ENGINEERS, Inc. was authorized to investigate the existing Hankins Booster Station and the City of Twin Falls Water Model output for the Hankins Pressure Zone. The anticipated project alignment was also investigated with a topographic survey, depth to rock field investigation, and initial contact with several jurisdictional agencies and utilities.

The topographic survey revealed more potential utility conflicts in Kimberly Rd. than originally anticipated. This combined with agency requirements may, in our opinion, escalate construction costs higher than those anticipated during the scoping process for this project.

II. SYSTEM/INFRASTRUCTURE EVALUATION

A. Water Model

The City of Twin Falls Water Model was used to evaluate the water system in the Hankins Pressure Zone. Iterations with water supply, water storage, pipes, and pumps were analyzed for the zone based on model output with all currently proposed developments within Twin Falls

under peak day, peak hour, and fire flow conditions. Additionally, due to the sensitivity of this area of the City, an analysis was also made based on the future development within the water service boundary.

1. Design Criteria
    a. Maintain a minimum pressure of 60 psi during the peak day flows within the zone.
    b. Maintain 40 psi during the peak hour flows.
    c. Maintaining a minimum fire flow of 4000 gpm in the project area while maintaining 20 psi in the water system.
    d. Meet standard hydraulic criteria for velocities and headloss.
    e. Meet current regulations for water systems regarding pumps, power, controls, and pipes.
    f. Consider cost while meeting the City of Twin Falls planning needs
    g. Consider future development capacity along the pipeline alignment area.
2. Assumptions
    a. A minimum flow of 1800 gpm will be provided to the Hankins Tank from the South Tanks to meet the regulated arsenic criteria during peak day demands.
    b. The existing Hankins wells will continue to provide water to the existing Hankins tank and be blended with water from the South Tanks. This blending is anticipated to occur within the tank without mechanical changes.
    c. The connection to the Southeast Industrial Pressure Zone (Eldridge) will be maintained, but the systems will otherwise operate independently with the Eldridge pump station serving most of township sections 22 and 23.
    d. Flows were checked in the project area under future conditions in the water service boundary. It was assumed that future development in the water service boundary for the Hankins Pressure Zone will include regular commercial and industrial use in township sections 23, 24, 25, and 26 with some small amounts of residential growth in sections 11,14, 25, and 26. The Hankins Pressure zone and water service boundary are shown in the water facility plan Figure 7.4-2 attached in Appendix A. The figure was modified to show the township sections for the Hankins Pressure Zone.
    e. The water service boundary does not currently include township section 12 (beyond what is already included) or section 13, but it is plausible that within the service life of the pipes and pumps, development at some future time period could occur here.
    f. It was assumed that water main sizing will follow, at a minimum, those sizes and general layout shown in Figure 7-4.2 and that internal pipe sizes for commercial areas within the water service boundary will be no smaller than eight (8) inch.
    g. Prior to water service commitment in areas beyond the water planning boundary, additional water supply meeting arsenic criteria, water storage, and additional

booster pumps will likely be needed to prevent infringement on the water supply committed to existing customers within the service area including in this project area.

h. A backup pump and power will be provided for the pump station with controls meeting operator and Department of Environmental Quality (DEQ) regulations identified in the state code for public water systems in IDAPA 58.01.08.

i. Existing pumps will be reduced in their current flow capacity as future growth requires the pump station to boost pressure up an additional 5 to 10 psi. The hydraulic model shows flow reductions at the current pumps from approximately 4350 gpm capacity to approximately 4000 gpm capacity at a 10 psi pressure increase.

3. Output Summary

Based on the assumptions, a twenty-four (24) inch pipe along Kimberly Road and an eighteen (18) inch pipe along 3300 East will need to be provided. Additionally an internal 12" pipe between Eldridge Avenue and Jayco Avenue will need to be provided on the west half of this subdivision as shown in Figure 1. With these pipes in place and with additional pumping capacity, fire flow and pressures in the project area meet the desired criteria. Results of the water model are attached in Appendix A for the project area along with a map for reference.

B. Hankins Booster Station

1. Existing Features/Capacity

a. The existing booster station was built in 1999 and has a twenty-four inch pipe that supplies water to two 75 HP pumps and one 125 HP pump. These discharge to the distribution system through a twenty-four inch pipe. The pump station was built with the option to add in an additional three more pumps. The pump schematic figure in Appendix A shows the general flow with pumps, pipes, and valves within the pump station.

b. Existing capacity of the Hankins Pressure Zone can supply 4350 gpm. This will not meet both fire flow for the project area and peak day demands without improvements.

c. Backup power supply is lacking at the station.

2. Anticipated Necessary Improvements

a. The pump station will need to be upgraded with an additional two motors and pumps as well as electrical and flow operation controls as shown in the pump line diagram schematic of Appendix A. It is anticipated that the pumps will be designed around a flow range near 2000 gpm with an output pressure in the range of 80-90 psi.

b. The existing pump station will need some improvements to address the arsenic problems with Hankins Wells 1 and 2 and allow the potential continued use of these water sources as a supply to the City. Blending water from the Hankins wells and water from the South tanks will occur within the Hankins Tank. Blending ratios will be controlled and monitored at the South Tanks as well as at the Hankins Tank. Monitoring will occur with arsenic sampling.

c. Backup power will meet requirements as set forth in IDAPA 58.01.01.501 stating that new booster pumps constructed after 2007 "shall be provided with standby power."

d. Under future conditions with additional development particularly south of the current Jayco development and in sections 25 or 26, the pumps will need to increase their operating pressure. Development in these sections will also require an additional water supply source, and possibly an additional pump.

III. PRELIMINARY DESIGN CONCEPT

A. Preliminary Investigation/Data Collection

1. Topographic Survey

Survey was performed along the proposed routes shown in Figure 1 in areas that were mostly likely to be considered for the pipeline alignment. The general route was selected by the City during previous analysis. Variations considered along the proposed general route were limited to location of the alignment within or near the right-of-way of the selected road. The basis for the probable routes was made after contacting and coordinating with utilities and other agencies. Survey was performed along all of the southside of Kimberly Road, the intersection of Kimberly/Hankins and Kimberly/3300 East. Additionally some topographic survey was done along the northside of Kimberly Road east of Hankins road for about 1/3 of a mile and the main utilities along the north side were surveyed. Survey with all utilities was performed for the full right-of-way along 3300 East (Champlin Road), from the intersection with Kimberly Rd. to just beyond the south right-of-way line of the Eastern Idaho Railroad (EIRR). Survey within the Jayco development for an internal waterline was completed excluding gas, power, and telecommunication lines.

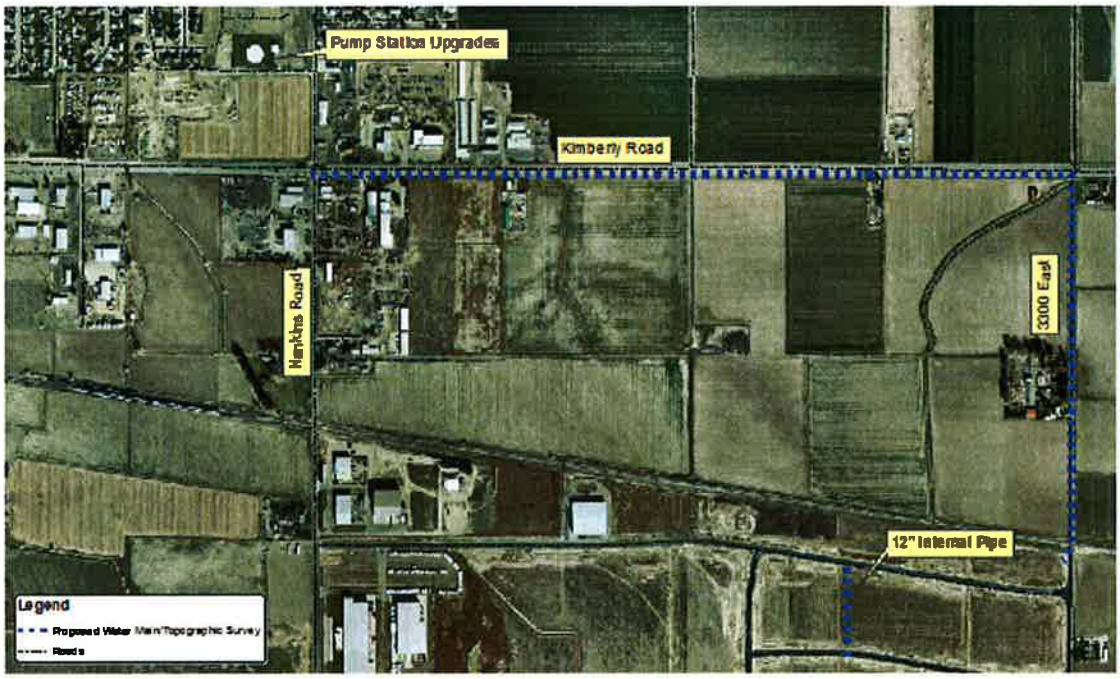


Figure 1: General Alignment Layout

2. Subsurface Investigation:

   Rock probe investigation was done along the probable alignment routes. In general basalt rock was found to be 7-10 feet below the soil or more. While the rock probe sampling indicated very little rock will be found along the project site, it is prudent to expect some rock between sample points. Results of the rock probe investigation can be seen on the topographic survey. The soil is silty clay based on soil samples.

B. Key Design Elements and Considerations

Figure 2 shows the general layout of the alignment and shows the location of the key elements for reference. Key elements of the pipeline are discussed below with the outline number corresponding to the location number on Figure 2. In addition to these key elements an internal 12" pipe within the west half of the Jayco subdivision needs to be built as shown in Figure 1 above. A roll plot of the topographic survey with the two preferred alignment options discussed herein and rock probe information is included with this technical memorandum.

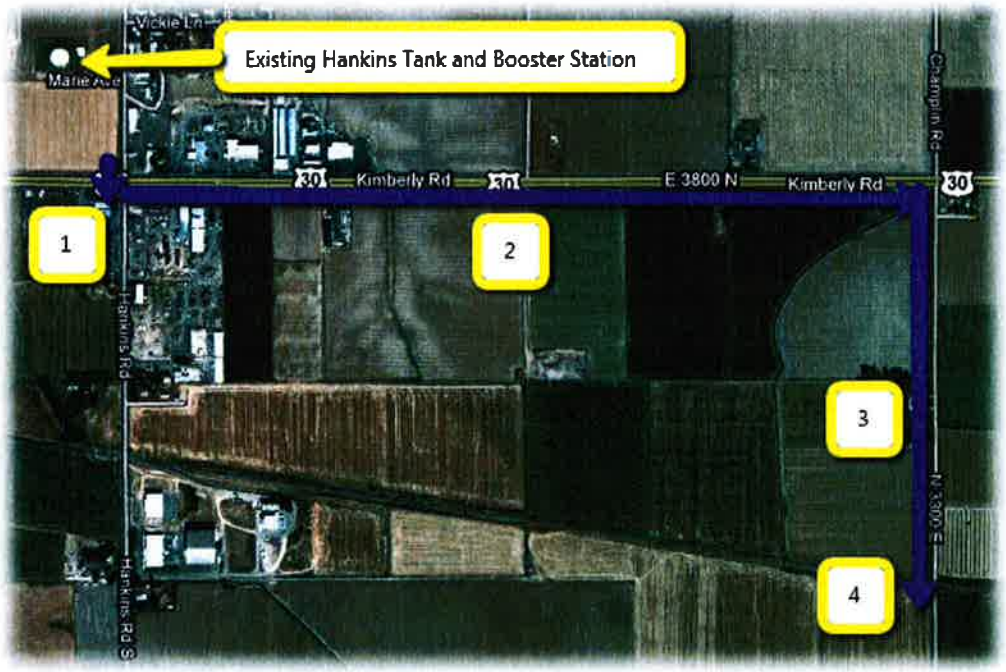


Figure 2: Route Design Elements

1. Hankins/Kimberly Intersection

   There is an existing 16" water main that runs south from the Hankins Booster Station and splits to the west and south at the northwest corner of the intersection. We anticipate that the proposed 24" main will be supplied by the 16" main with a connection just north of the intersection on the west side of the road. In order to maintain an alignment for the proposed 24" main on the south side of Kimberly road, the pipe will require boring from the northwest corner of the intersection with Hankins to either the southwest or southeast corner. Both appear to have sufficient space for a bore receiving pit; however, the southeast corner may be a more desirable alignment because it will eliminate the need for two permanent easements (1 at each corner) and will minimize surface repair and business disturbance in the area. It is also important to consider that

boring at this intersection is anticipated to be in rock. Decreasing the length of the bore by going from the northwest corner to the southwest corner will be less expensive than the diagonal arrangement. It has been our experience in the past that the Idaho Transportation Department (ITD) prefers bore crossings of their right-of-way to be at or close to perpendicular; however, initial conversations with ITD indicate that crossing at a 45° angle would be allowable.

2. Kimberly Road

   The south side of the road appears to be the most appropriate alignment option due to sanitary sewer existing on the north side. However, for approximately 1250 feet going east toward 3300 East, both sides of the road contain utilities that may preclude use of the unpaved shoulder for the waterline alignment. The south shoulder includes dual fiber optic for approximately the first 200 feet, single fiber optic conduit for approximately the first 600 feet, and natural gas line for approximately the first 1300 feet. Buried telephone and storm drain culverts may also require relocation or replacement along the entire Kimberly Road alignment. Due to these potential utility conflicts, this portion of the alignment may require permanent easements along the south right-of-way line or installation of the proposed main in the south paved shoulder. It appears that the proposed waterline could be installed in the south paved shoulder without replacement of the travel lane. Pavement replacement within the ITD right-of-way will require a maintenance agreement with the City unless a full lane is replaced.

   Further east along Kimberly road, past the Chevron station, only buried telephone and drainage culverts exist in the south shoulder eliminating the need for private easements and reducing the possible pavement repairs along the south shoulder. Preliminary discussions with DEQ have indicated that the roadside drainage culverts will not be considered non-potable waterlines which would require 10' horizontal separation with the proposed waterline. These can be considered "borrow pits" which do not have a horizontal separation requirement. In this case the waterline would be installed between the south edge of pavement and the right-of-way line requiring buried telephone relocation and replacement of all driveway drainage culverts. The waterline may also be buried deeper than it would be in the pavement or private easement due to vertical separation requirements with the drainage culverts.

3. 3300 East (Champlin Road)

   Installing the proposed 18" main on the west side of the road will require relocation of buried telephone and fiber optic cable, as well as overhead power. Preliminary conversations with Idaho Power have indicated that the existing single phase overhead power on the west side of the road could either be relocated further west to the right-of-way line or hung below the existing power on the east side of the road.

   The east side of the road has less potential utility conflicts with only overhead power being identified by the topographic survey. Though the east side of the road appears to be desirable with minimal utility conflicts, it is within the City of Kimberly's water service boundary.

4. EIRR Crossing

There is an existing 12" waterline just south of the EIRR right-of-way and west of the 3300 E. centerline. The EIRR will require boring underneath the railroad tracks. This boring and the boring pits will likely require temporary construction easements.

C. Anticipated Agency Requirements for Construction

a. Existing Utilities and Features: Common utilities and features exist along the proposed route for the project including natural gas, gravity irrigation, pressure irrigation, storm drain systems, telecommunications, fiber optics, water lines, sanitary sewer, power, traffic signal communications, cable, and landscaping. It is anticipated that this project can work around many of these utilities, and that a final alignment can be selected to minimize interference with existing infrastructure.

b. Utility discussions: Most of the utilities were contacted regarding this project and some preliminary discussions have occurred. It is anticipated that some utilities will be interrupted during construction. In particular, it is anticipated that in order to avoid the asphalt in 3300 East and stay out of the City of Kimberly Impact Area, some relocation of telecommunications and power will be necessary. Both Qwest and Idaho power have indicated a willingness to work with the project requirements, but there will be some cost associated with this work. Additionally, some relocation may be required at the intersection of Kimberly Road and Hankins Road.

c. Twin Falls Highway District (TFHD): Preliminary discussions were held with the TFHD regarding construction in 3300 East. It is anticipated that with relocation of existing utilities, an alignment can be created to avoid the asphalt for trenching operations. It is likely that the project will require closure of at least one lane or both lanes on 3300 East and it is possible that damage may occur to the existing asphalt road due to construction practices in several locations. The TFHD will require repairing these damages as part of the project. The permit procedures are anticipated to be similar to other projects of this type for the City of Twin Falls.

d. Idaho Transportation Department (ITD): ITD will require a Right-of-way Application and Permit for Utilities for both boring the intersection and extending the water pipe within the right-of-way of Highway 30 (Kimberly Road). Boring the intersection of Kimberly Road and Hankins Road at a 45 degree angle from the northwest quadrant to the southeast quadrant would be allowed. The intersection is served by cameras rather than pressure loops, but there is electrical conduit within the intersection that must be avoided. ITD would allow disturbed pavement to be patched provided the City enters into a maintenance agreement to maintain the new pavement. The maintenance agreement does not consist of winter maintenance, sweeping, or other activities, other than to maintain the pavement that is affected by the project. The maintenance agreement would end with an overlay or larger road rebuilding project. If the City is unwilling to maintain the patches, the District will require that the entire lane be replaced. If the City is the applicant for the permit, the District will waive the application fees. If not, the application fee will be $50 for each permit. Dave Jensen is the ITD District 4 permit coordinator.

e. Eastern Idaho Railroad (EIRR): The EIRR is operated by the WATCO Companies Inc. A permit will be required for the bore crossing of the railroad in 3300 East. The minimum bore length as required by the permit is 30' from the center of the tracks in each direction. The contractor will be required to maintain liability insurance as specified by the railroad and there will be a $1000 application fee and $1500 permit fee. The contact for WATCO is Karl Legg.

D. Opinion of Probable Project Cost

Utility conflicts are more substantial than originally anticipated when this project was started. With multiple alignment options depending on various agency and utility requirements and impacts, it will be difficult to gage probable project cost until the design phase of the project; therefore, we have considered multiple alignment options in order to provide a range of probable costs for the project based on two preferred alignment scenarios.

Table 1 summarizes the considered alignment scenarios and the associated opinions of probable cost. The capital cost listed reflects the opinion of probable construction cost for the booster station and waterline improvements, engineering design fees, and construction administration and observation services. See Appendix A for a more detailed opinion of probable costs.

Table 1: Summary of Probable Project Cost Opinions

Scenario:	General Alignment Description:	Opinion of Probable Project Cost:
Option 1	• Bore from NW to SW corner of Hankins/Kimberly intersection, then open trench to SE corner • Waterline in the paved shoulder of Kimberly Rd. going east for the first ¼ mile, then in unpaved shoulder for the remainder of the alignment to 3300 E. • Waterline in east unpaved shoulder of 3300 E. with no disturbance to roadway pavement.	$1.96M
Option 2	• Bore from NW to SE corner of Hankins/Kimberly intersection • Waterline in asphalt entire length of Kimberly Rd. (6' paved shoulder) • Waterline in west unpaved shoulder of 3300 E. with 3' pavement patch for entire length.	$2.15M

Costs can be further analyzed on a per segment basis using an average of the above scenarios:

Pump Station (29%):	$0.59M
First ½ mile on Kimberly Rd east of Hankins Rd (32%):	$0.65M
Second ½ mile on Kimberly Rd up to 3300 East (18%):	$0.36M
3300 East (19%):	$0.38M
Internal Jayco Pipe Cost (2%)	$0.04M

APPENDIX A

- Water Model Output Results & Maps
- Figure 7-4.2
- Opinion of Probable Project Cost
- Hankins Booster Station Line Diagram

Fire Flow Report Near 3300 E and Eldridge/Jayco

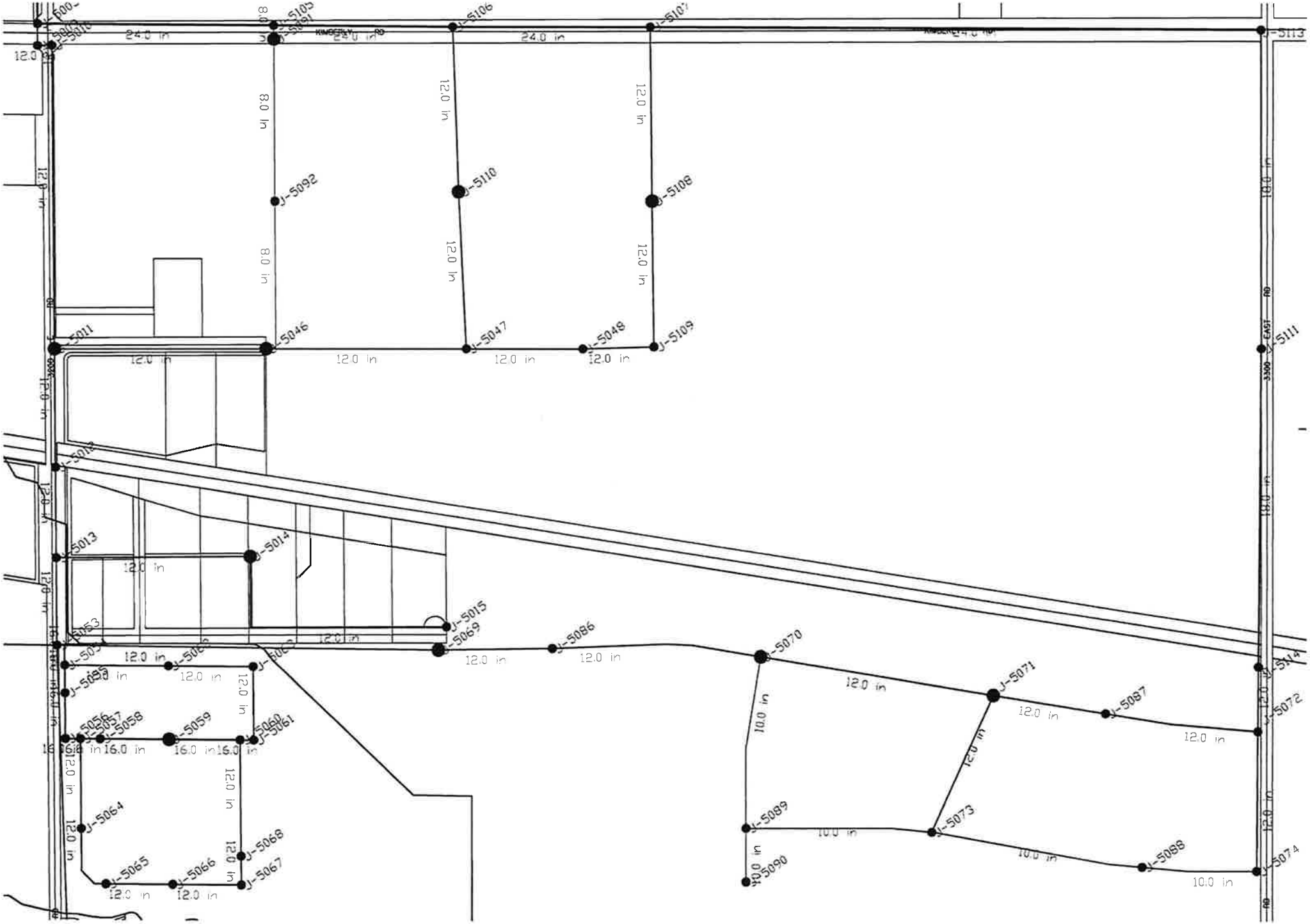
Current Time: 0.000 hours

Label	Fire Flow (Available) (gpm)	Demand (gpm)	Pressure (Calculated Residual) (psi)	Junction w/ Minimum Pressure (Zone)	Pressure (Calculated Zone Lower Limit) (psi)	Junction w/ Minimum Pressure (Zone @ Total Flow Needed)	Pressure (psi)
J-5088	4,075	0	20.0	J-5074	35.9	J-5074	62.4
J-5089	4,085	0	20.0	J-5073	37.7	J-5073	64.5
J-5074	4,845	0	20.0	J-5088	29.1	J-5088	59.4
J-5073	5,076	0	20.0	J-5089	26.0	J-5089	63.7
J-5070	5,354	112	20.0	J-5089	24.0	J-5089	65.8
J-5087	5,505	0	20.0	J-5071	26.4	J-5071	61.5
J-5071	5,524	112	20.0	J-5073	23.3	J-5073	63.2
J-5072	6,367	0	20.6	J-5074	20.0	J-5074	60.3

Peak Hour Flow Near 3300 E and Eldridge/Jayco

Current Time: 0.000 hours

Label	Elevation (ft)	Zone	Demand Collection	Demand (gpm)	Hydraulic Grade (ft)	Pressure (psi)
J-5070	3,817.00	4	<Collection: 1 items>	168	3,967.49	65.2
J-5071	3,823.00	4	<Collection: 1 items>	168	3,967.60	62.7
J-5072	3,830.00	4	<Collection: 0 items>	0	3,968.02	59.8
J-5073	3,822.00	4	<Collection: 0 items>	0	3,967.61	63.1
J-5074	3,832.00	4	<Collection: 0 items>	0	3,967.97	58.9
J-5086	3,815.00	4	<Collection: 0 items>	0	3,967.49	66.1
J-5087	3,827.00	4	<Collection: 0 items>	0	3,967.78	61.0
J-5088	3,825.00	4	<Collection: 0 items>	0	3,967.81	61.9
J-5089	3,820.00	4	<Collection: 0 items>	0	3,967.55	64.0
J-5090	3,821.00	99	<Collection: 0 items>	0	3,967.55	63.5
J-5114	3,825.00	4	<Collection: 0 items>	0	3,968.21	62.1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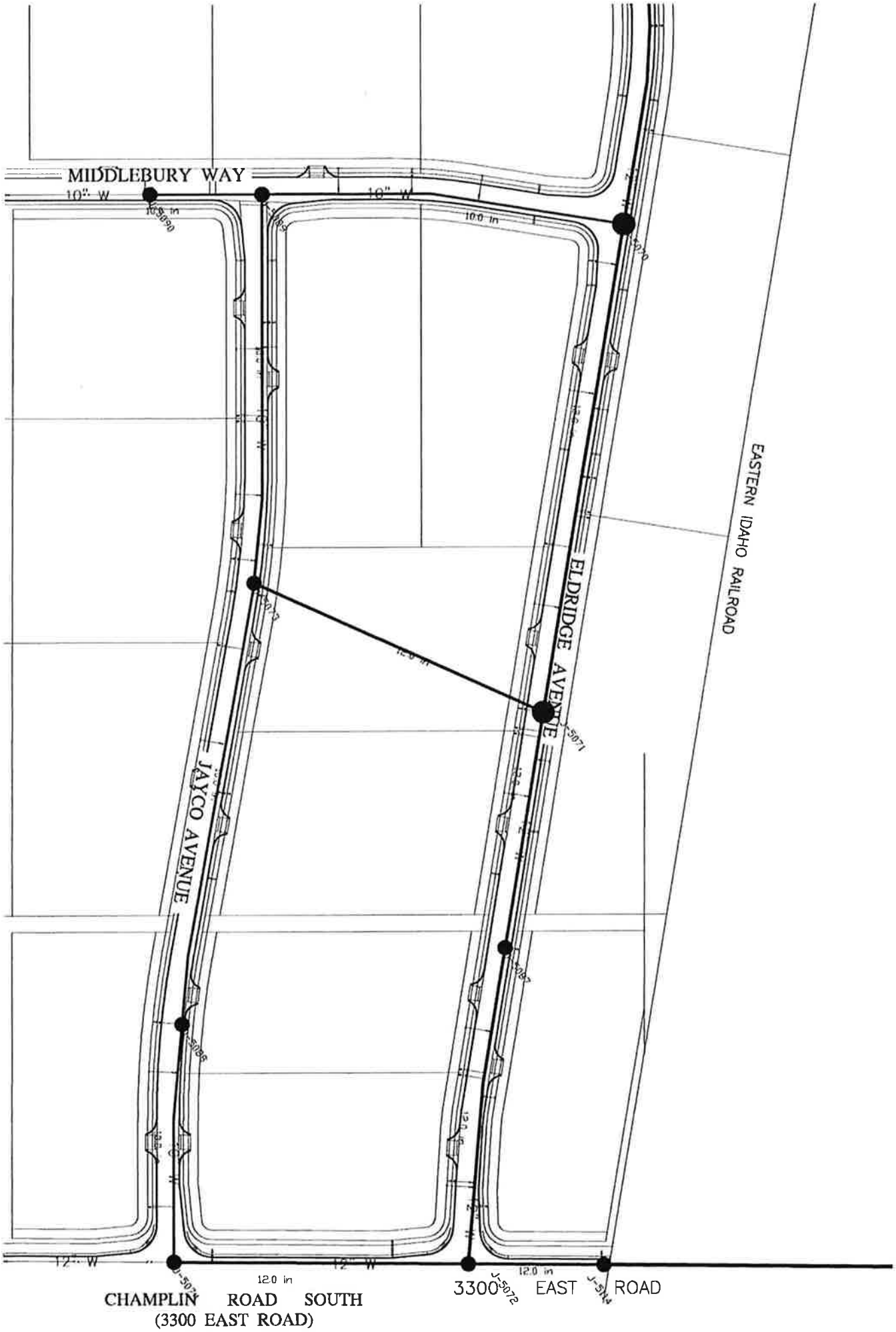
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10" W
10.0 in
ELDRIDGE AVENUE
JAYCO AVENUE
EASTERN IDAHO RAILROAD
12" W
12" W
12.0 in
CHAMPLIN ROAD SOUTH
(3300 EAST ROAD)
3300 EAST ROAD

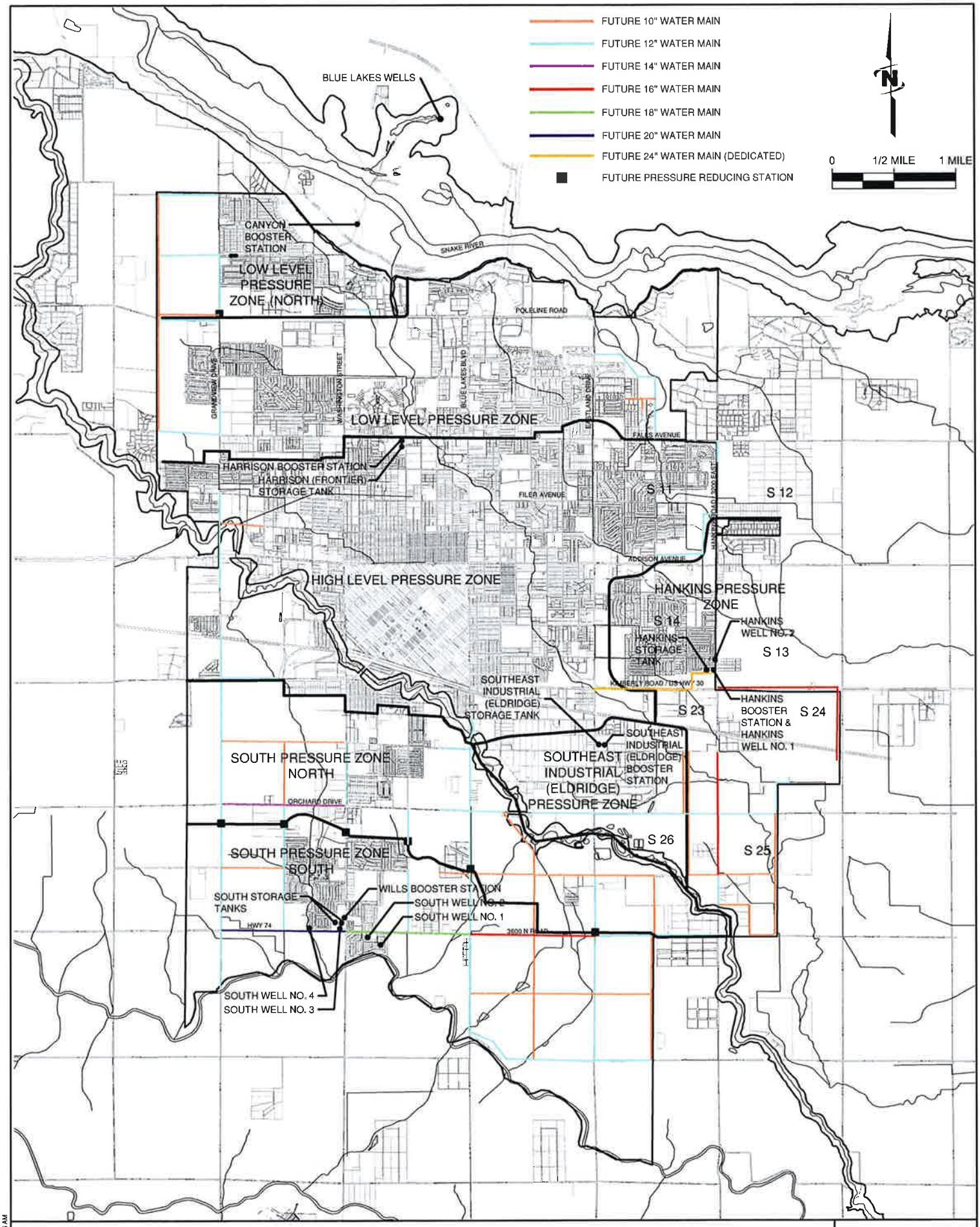


FIGURE 7.4-2
CITY OF TWIN FALLS
FUTURE DISTRIBUTION SYSTEM IMPROVEMENTS

J-U-B
Engineers • Surveyors • Planners

Plot Date:2/22/2011 10:45 AM

URA Hankins Phase 1, Preliminary Engineering Opinion of Probable Project Cost
Water System Improvements - OPTION 1

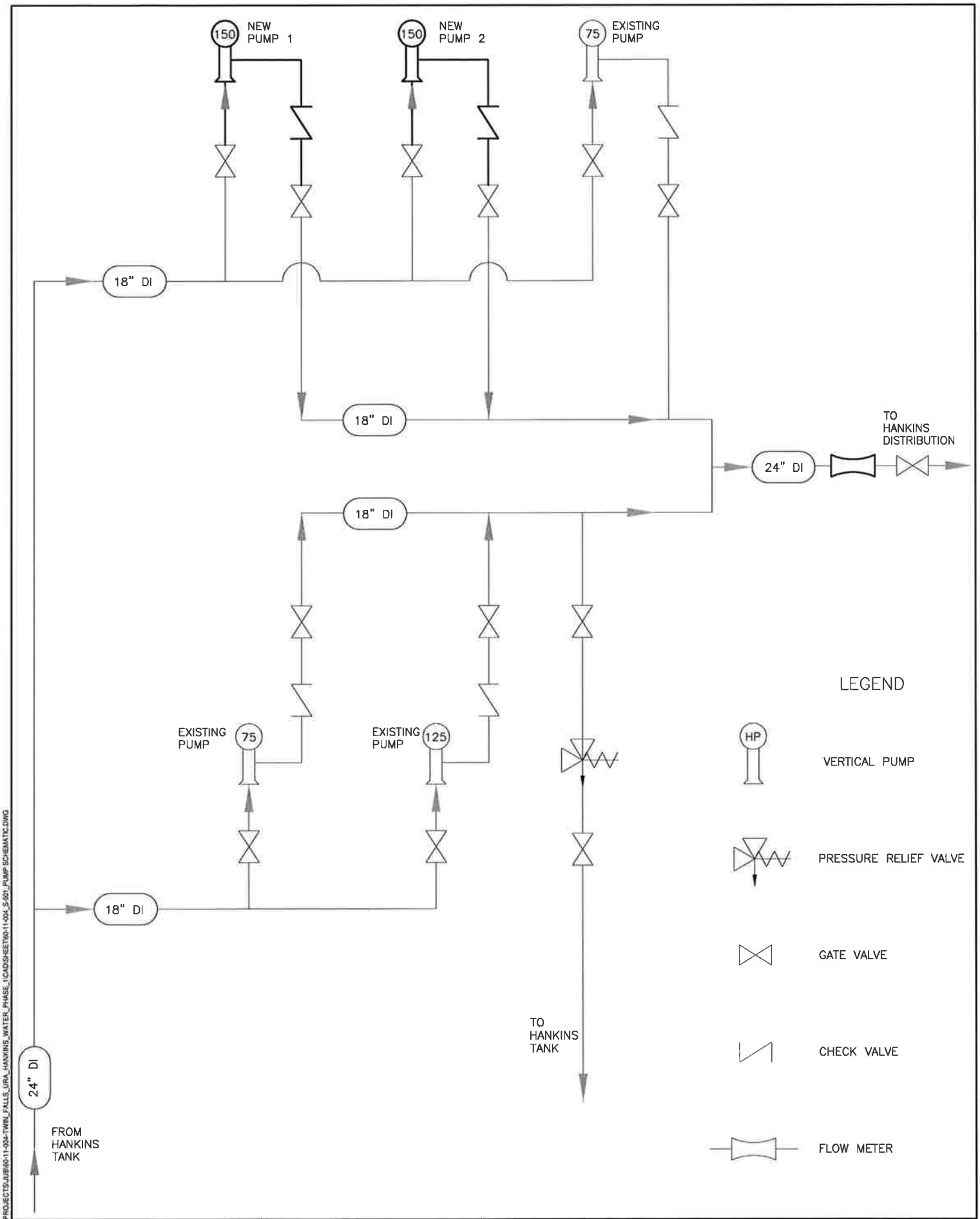
ITEM DESCRIPTION	EST. QUANTITY	UNIT	UNIT PRICE	TOTAL PRICE
Waterline Construction				
24" Water Pipe (includes excavation, bedding, backfill, compaction)	5190	LF	$60.00	$ 311,400
24" Water Pipe in Rock (includes excavation, bedding, backfill, compaction) - 5% assumed	275	LF	$120.00	$ 33,000
18" Water Pipe (includes excavation, bedding, backfill, compaction)	2575	LF	$45.00	$ 115,875
18" Water Pipe in Rock (includes excavation, bedding, backfill, compaction) - 5% assumed	135	LF	$90.00	$ 12,150
12" Water Pipe (includes excavation, bedding, backfill, compaction)	590	LF	$35.00	$ 20,650
12" Water Pipe in Rock (includes excavation, bedding, backfill, compaction) - 5% assumed	30	LF	$70.00	$ 2,100
24" Fittings (includes thrust restraint)	18	EA	$2,200.00	$ 39,600
24" Valves	2	EA	$12,000.00	$ 24,000
18" Valves	2	EA	$9,000.00	$ 18,000
12" Valves	2	EA	$3,000.00	$ 6,000
Connect to Existing 16" Pipe	1	EA	$2,500.00	$ 2,500
Connect to Existing 12" Pipe	2	EA	$1,250.00	$ 2,500
Connect to Existing 10" Pipe	1	EA	$1,000.00	$ 1,000
ITD Asphalt Surface Repair	1115	SY	$45.00	$ 50,175
TFHD Asphalt Surface Repair	0	SY	$30.00	$ -
Parking Lot Repair	467	SY	$20.00	$ 9,340
Canal Crossing	1	LS	$12,000.00	$ 12,000
Remove & Replace Roadside Culverts - 12" CMP	390	LF	$30.00	$ 11,700
Remove & Replace Roadside Culverts - 24" CMP	115	LF	$45.00	$ 5,175
Natural Ground Shoulder Surface Repair	13000	SY	$4.00	$ 52,000
Relocate Overhead Power*	0	LS	$15,000.00	$ -
Relocate Underground Telephone	1	LS	$20,000.00	$ 20,000
Relocate Gas Line	1	LS	$12,500.00	$ 12,500
Relocate Fiber Optic	1	LS	$17,500.00	$ 17,500
36" Bored Casing (Rock)	165	LF	$1,000.00	$ 165,000
30" Bored Casing (Soil)	65	LF	$460.00	$ 29,900
Hydrants	6	EA	$3,000.00	$ 18,000
Air/Vac Vault	1	EA	$13,000.00	$ 13,000
Traffic Control	1	LS	$15,075.98	$ 15,076
Railroad Coordination	1	LS	$2,010.13	$ 2,010
Storm Water Management	1	LS	$3,517.73	$ 3,518
Permanent Easement	4200	SF	$1.50	$ 6,300
Temporary Construction Easement	28900	SF	$0.75	$ 21,675
			Subtotal:	$ 1,053,644
Hankins Booster Station Construction				
Pump Piping and Controls	1	LS	$43,700.00	$ 43,700
Pump/Motor	2	EA	$50,000.00	$ 100,000
Generator	1	LS	$230,000.00	$ 230,000
Pump Station Electrical	1	LS	$55,000.00	$ 55,000
Arsenic Sampling Station	1	LS	$85,000.00	$ 85,000
			Subtotal:	$ 513,700
Mobilization	1	LS	$78,367.19	$ 78,367
Engineering Design (Design, permitting and agency coordination, bidding and award)	1	LS	$120,866.00	$ 120,866
Construction Services - 5% (Contract administration, observation)	1	LS	$105,000.00	$ 105,000
			Project Subtotal:	**$ 1,871,577**
			Project Contingency: 5%	$ 93,579
			Total Estimated Project Cost:	**$ 1,965,156**

* Estimate provided by Idaho Power

URA Hankins Phase 1, Preliminary Engineering Opinion of Probable Project Cost
Water System Improvements - OPTION 2

ITEM DESCRIPTION	EST. QUANTITY	UNIT	UNIT PRICE	TOTAL PRICE
Waterline Construction				
24" Water Pipe (includes excavation, bedding, backfill, compaction)	5295	LF	$60.00	$ 317,700
24" Water Pipe in Rock (includes excavation, bedding, backfill, compaction) - 5% assumed	280	LF	$120.00	$ 33,600
18" Water Pipe (includes excavation, bedding, backfill, compaction)	2620	LF	$45.00	$ 117,900
18" Water Pipe in Rock (includes excavation, bedding, backfill, compaction) - 5% assumed	135	LF	$90.00	$ 12,150
12" Water Pipe (includes excavation, bedding, backfill, compaction)	590	LF	$35.00	$ 20,650
12" Water Pipe in Rock (includes excavation, bedding, backfill, compaction) - 5% assumed	30	LF	$70.00	$ 2,100
24" Fittings (includes thrust restraint)	18	EA	$2,200.00	$ 39,600
24" Valves	2	EA	$12,000.00	$ 24,000
18" Valves	2	EA	$9,000.00	$ 18,000
12" Valves	2	EA	$3,000.00	$ 6,000
Connect to Existing 16" Pipe	1	EA	$2,500.00	$ 2,500
Connect to Existing 12" Pipe	2	EA	$1,250.00	$ 2,500
Connect to Existing 10" Pipe	1	EA	$1,000.00	$ 1,000
ITD Asphalt Surface Repair	3550	SY	$45.00	$ 159,750
TFHD Asphalt Surface Repair	850	SY	$30.00	$ 25,500
Parking Lot Repair	300	SY	$20.00	$ 6,000
Canal Crossing	1	LS	$12,000.00	$ 12,000
Natural Ground Shoulder Surface Repair	6000	SY	$4.00	$ 24,000
Relocate Overhead Power*	1	LS	$15,000.00	$ 15,000
Relocate Underground Telephone	1	LS	$5,000.00	$ 5,000
Relocate Gas Line	1	LS	$12,500.00	$ 12,500
Relocate Fiber Optic	1	LS	$17,500.00	$ 17,500
36" Bored Casing (Rock)	240	LF	$1,000.00	$ 240,000
36" Bored Casing (Soil)	65		$460.00	$ 29,900
Hydrants	6	EA	$3,000.00	$ 18,000
Air/Vac Vault	1	EA	$13,000.00	$ 13,000
Traffic Control	1	LS	$17,637.75	$ 17,638
Railroad Coordination	1	LS	$2,351.70	$ 2,352
Storm Water Management	1	LS	$4,115.48	$ 4,115
Permanent Easement	3400	SF	$1.50	$ 5,100
Temporary Construction Easement	26500	SF	$0.75	$ 19,875
			Subtotal:	$ 1,224,930
Hankins Booster Station Construction				
Pump Piping and Controls	1	LS	$43,700.00	$ 43,700
Pump/Motor	2	EA	$50,000.00	$ 100,000
Generator	1	LS	$230,000.00	$ 230,000
Pump Station Electrical	1	LS	$55,000.00	$ 55,000
Arsenic Sampling Station	1	LS	$85,000.00	$ 85,000
			Subtotal:	$ 513,700
Mobilization	1	LS	$86,931.50	$ 86,931
Engineering Design (Design, permitting and agency coordination, bidding and award)	1	LS	$120,866.00	$ 120,866
Construction Services - 5% (Contract administration, observation, Record Drawings)	1	LS	$105,000.00	$ 105,000
			Project Subtotal:	**$ 2,051,427**
			Project Contingency: 5%	$ 102,571
			Total Estimated Project Cost:	**$ 2,153,998**

* Estimate provided by Idaho Power



REUSE OF DRAWINGS

THIS DOCUMENT, AND THE IDEAS AND DESIGNS INCORPORATED HEREIN, AS AN INSTRUMENT OF PROFESSIONAL SERVICE, IS THE PROPERTY OF **J-U-B ENGINEERS, Inc.** AND IS NOT TO BE USED, IN WHOLE OR PART, FOR ANY OTHER PROJECT WITHOUT THE EXPRESS WRITTEN AUTHORIZATION OF **J-U-B ENGINEERS, Inc.**

NO.	REVISION DESCRIPTION	BY	APR.	DATE

FILE:
JUB PROJ. #: 60-11-004
DRAWN BY: DJP
DESIGN BY: GMH
CHECKED BY: TAA
LAST UPDATED: 2/22/2011

J-U-B ENGINEERS, INC.

TWIN FALLS URBAN RENEWAL AGENCY
HANKINS WATER IMPROVEMENTS PHASE 1

PUMP SCHEMATIC

Plot Date:2/22/2011 10:58 AM Plotted By: Gary Haderlie
Date Created:2/17/2011 F:\PROJECTS\JUB\60-11-004-TWIN_FALLS_URA_HANKINS_WATER_PHASE_1\CADSHEET\60-11-004_S-501_PUMP SCHEMATIC.DWG

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 March 2011, 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: provide necessary water system improvements to the 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 Garnand**	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

STREET

CITY / STATE / ZIP CODE

BY (Signature)

NAME / TITLE

BY (Signature)

ADDITIONAL NAME / TITLE

J-U-B ENGINEERS, Inc.:
115 Northstar Avenue

STREET
P.O. Box 1907

CITY / STATE / ZIP CODE
Twin Falls, ID 83303

BY (Signature)

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

J-U-B ENGINEERS, Inc.
TERMS AND CONDITIONS

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

Hankins Water System Improvements – Phase 2 Final Design
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 provide increased fire flow delivery to the Hankins Pressure Zone at Eldridge between Hankins Road and 3300 E. The project will provide design, permitting, and preparation of construction plans and specifications and bidding services for improvements to the Hankins Booster Station; the project will also provide approximately 5600 feet of 24-inch water system distribution line from the intersection of Kimberly Road and Hankins Road to 3300 East and approximately 2600 feet of 18-inch water system distribution line from the Kimberly/3300 E. intersection to just south of the Eastern Idaho Railroad, and approximately 620 feet of local 12-inch water distribution system loop connection improvement within the JAYCO Subdivision. It is anticipated that improvements at the Hankins Booster Station will require two pumps, and arsenic sampler and electrical system upgrades. No building expansion or SCADA improvements are anticipated for this design phase.

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 – Project Administration and Meetings
   a. Scope of Services: J-U-B shall meet with the CLIENT and the Client's representatives for the following anticipated meetings:
      (i) Monthly meetings with the City to review schedule and coordinate work between J-U-B and the CLIENT.
      (ii) 75% Design review meeting and 90% Design review meeting.
      (iii) General project administration and coordination with the CLIENT and the City.

2. Task 002 – Subconsultants

   Subtask 010 – Geotechnical Investigation
   a. Scope of Services: J-U-B will retain the services of an Idaho licensed geotechnical subconsultant to provide field investigation and geotechnical engineering support services as described below.
      (i) Field Investigation:
         a. Obtain all necessary permits to allow for bore holes within the public right-of-way (ROW)
         b. Bore holes with core samples on both sides of all anticipated boring locations will also include sampling, logging, and classification of soils.
      (ii) Analysis and Letter Report:
         a. Review available geologic and geotechnical information in the area.
         b. Prepare summary letter report and submit three (3) copies to J-U-B and the CLIENT for review.
         c. Incorporate the review comments and publish six (6) copies of the final report.
   b. Deliverables:
      (i) Draft Summary Letter Report – Three (3) Copies
      (ii) Final Summary Letter Report – Six (6) Copies

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) Plans and Specifications:

a. Prepare electrical plans and specifications at the design intervals described in Task 003.

d. Deliverables:

(i) Included with the Task 003 submittals

3. Task 003 – Preliminary and Final Design

a. Scope of Services:

(i) 75% Complete Design

a. Complete design of water main with considerations for constructability, limiting surface disturbance, sanitary separations, and impacts to public traffic access, utility conflicts, construction access, excavation depths, minimizing rock excavation, and other pertinent design issues. Traffic control and SWPP plans will be performance based, and may be altered by the Contractor to reflect the Contractors means, methods, and sequences. Such modifications will be subject to review and approval of the jurisdictional authority.

b. Complete design of booster station improvements including building pipe layout, pump selections, arsenic sampler, and electrical improvements.

c. Prepare 75% complete plan and profile sheets, draft traffic control plan, draft SWPP Plan, booster pump station modification plans, bored under crossing plans, and draft detail sheets using the 2010 ISPWC and the current revision of the City of Twin Falls Standard Specifications and Drawings, and standard drawings and specifications. Plan and profile sheets will be prepare at 1"= 40' scale, 11"x17" ANSI size "B" sheets.

d. Complete an internal QC review with a senior J-U-B Engineer.

e. Update the preliminary opinion of probable construction cost.

(ii) 90% Complete Design (Agency Review Plans and Project Manual)

a. Complete final design and design detailing of the water main incorporating previous review comments.

b. Prepare final plan and profile sheets, booster station improvement sheets including electrical improvements, arsenic sampler, traffic control plan, SWPP plan, bored under crossing plans, and details necessary to construct the project. Technical specifications will be prepared as revisions and special provisions to the 2010 ISPWC, and where applicable, will reference the current edition of the City of Twin Falls Standard Specifications and Drawings. Project manual will utilize ISPWC construction contract front-end documents. It is assumed that no special funding requirements are present.

c. Complete an internal QC review with a senior J-U-B Engineer.

d. Submit 90% complete plans and project manual to CLIENT and Agencies for review and comment.

e. Update the preliminary opinion of probable construction cost based on the 90% Complete Design.

(iii) 100% Complete Design (Construction Ready Plans and Project Manual)

a. Incorporate applicable CLIENT and Agency review comments into the plans and project manual.

b. Complete an internal QC review with a senior J-U-B engineer.

c. Prepare final opinion of probable construction cost.

b. Deliverables:

(i) 75% Complete Plans at 1"=40' scale, 11"x17" ANSI size "B", and Preliminary Opinion of Probable Construction Cost – Four (4) Copies.

(ii) 90% Complete Plans at 1"=40' scale, 11"x17" ANSI size "B", and Project Manual – Four (4) Copies.

(iii) 100% Complete Plans at 1"=40' scale, 11"x17" ANSI size "B", Project Manual, and Final Opinion of Probable Construction Cost – Four (4) Copies.

4. Task 004 – Permitting, Agency Coordination, and Easements

a. Scope of Services:

(i) Coordination and Permitting

a. Meet with Agencies as necessary to review design and permit requirements and proposed water main alignment.

(ii) Agency Submittal Packages and Permit Submittals

a. J-U-B shall coordinate, prepare, and submit final construction plans, project manual and checklists for approval to IDEQ.

b. J-U-B shall prepare and submit necessary permits. It is understood that all permitting fees will be paid for by the CLIENT.

(iii) Easements – It is anticipated that permanent easements will be required within the JAYCO subdivision and at the Kimberly/Hankins intersection bore crossing. Construction easements are also anticipated at the bore locations. Construction easements may be necessary along the pipeline alignment also.

a. J-U-B shall meet with property owners, coordinate, prepare easements and legal descriptions, and submit easement documentation.

b. It is understood that all easement costs will be paid for by the CLIENT.

5. Task 005 – Bidding and Award Services

a. Scope of Services:

(i) Bidding, Publishing, and Administration: J-U-B will provide up to 50 sets of the Plans and Project Manual for bidding purposes. All bidding documents will be distributed through J-U-B's Twin Falls office. J-U-B will provide bid administration services to coordinate the Bid process with the CLIENT, prepare addenda when necessary during the Bid process to clarify bidding requirements, and attend a pre-bid meeting to assist in answering bidders' questions. Legal notice for advertisement of Bid will be prepared by and paid for by the CLIENT.

(ii) Bid Opening and Award: J-U-B will attend the bid opening, prepare bid abstract, review bidder qualifications if necessary and provide a recommendation for contract award to the CLIENT.

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. Contract Management, Construction Engineering, Resident Project Representative, Administrative Services, and SCADA subcontractor services to include new pump(s) in SCADA system
2. Record Drawings
3. Public Involvement and Land Owner Coordination

In addition the CLIENT is responsible for the following:

4. Pay for all permits, fees, or other payments required to secure permitting for construction of the proposed improvements.
5. Pay for legal notices for Advertisement of Bid(s).
6. Pay for easements as necessary.
7. Provide guidance for proposed fire hydrant locations, if any, and assist in identifying buildings or properties requiring service connections.
8. Provide a liason for coordination with representatives of the JAYCO development and Hankins Pressure District.

9. Required road sections along the proposed water main alignment. It is understood that J-U-B will not design the road sections within the anticipated surface repair limits.

PART 2 – ADDITIONAL SERVICES

A. Additional Services – Addendum Required

1. Survey – Additional topographic surveying and mapping to supplement the existing topographic survey, if needed.
2. Additional Easement or Permitting Services
3. Additional Design and bidding services beyond the basic design and bidding services.
4. SCADA system design and integration.
5. Preparation of O&M Manuals
6. Additional design elements not contemplated in these scoped services.
7. Public Involvement
8. Construction Administration
9. Construction Engineering and Resident Project Representative (RPR) Services, Record Drawings

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	Project Administration and Meetings	03/15/11 – 05/30/11
002	Subconsultants	03/15/11 – 06/29/11
003	Preliminary and Final Design	03/15/11 – 05/30/11
004	Permitting, Agency Coordination, and Easements	03/15/11 – 06/29/11
005	Bidding and Award Services	05/30/11 – 06/29/11

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
001-004	Project Administration and Meetings, Subconsultants, Preliminary and Final Design, Permitting, Agency Coordination, and Easements	Lump Sum	$110,857
005	Bidding and Award Services	Time and Materials	$10,009
Total			**$120,866**

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

City of Twin Falls

EXHIBIT A-1