



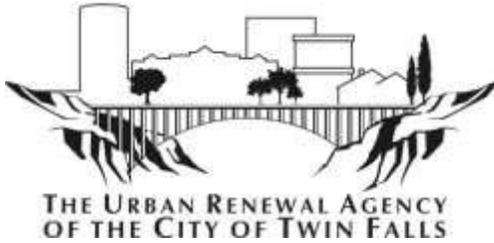
AGENDA
Regular Meeting of the City of Twin Falls
Urban Renewal Agency Board
305 3rd Avenue East, Twin Falls, Idaho
City Council Chambers
Monday, July 11, 2016 at 12:00 pm.

URBAN RENEWAL AGENCY BOARD MEMBERS:

Dan Brizee Chairman	Dexter Ball Vice-Chairman	Neil Christensen Secretary	Perri Gardner	Bob Richards	Gary Garnand	Brad Wills
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1. Call meeting to order.
2. Consent Agenda:
 - a. Review and approval of minutes from the June 13, 2016 meeting.
 - b. Review and approval of the July 2016 financial report.
3. Annual Election of Officers – Chairman, Vice Chairman, and Secretary – Phil Kushlan
4. Appoint a Budget Committee to review the FY2017 TFURA Budget – Dan Brizee
5. Consideration of a request to approve Resolution No. 2016-4 authorizing the execution of a Third Amendment to the Clif Bar Line of Credit Agreement (see staff report) – Phil Kushlan
6. Main Avenue Project Updates:
 - a. Progress Report by Owner Representative (see report) – Paul Johnson, CH2M
 - b. Alleyway Utilities Report (see report) – Gary Haderlie, JUB
7. Consideration of a request to approve a Participation Agreement between the City of Twin Falls and the Urban Renewal Agency for Financing of Improvements for the Downtown Commons and Hansen Street Project (see staff report) – Phil Kushlan
8. Executive Director Report (see report) – Phil Kushlan
9. Public input and/or items from the Urban Renewal Agency Board or staff.
 - a. The Board Meeting scheduled for Monday, October 10th needs to be rescheduled – Dan Brizee (Options include: Tuesday, October 11th or Monday, October 24th.)
10. Adjournment: Executive Session 74-206(1)(c) To acquire an interest in real property which is not owned by the public agency.
11. Adjourn. Next regular meeting: Monday, August 8, 2016 @ 12:00 pm.

**Any person(s) needing special accommodations to participate in the above noticed meeting should contact Lorrie Bauer at (208) 735-7313 at least two days before the meeting. Si desea esta información en español, llame Leila Sanchez al (208)735-7287.*



DRAFT

MEETING MINUTES

June 13, 2016

The Urban Renewal Agency held its regular monthly meeting at 12:00 p.m. this date in the Twin Falls City Council Chambers located at 305 3rd Avenue East, Twin Falls.

Present:

Neil Christensen	URA Secretary
Perri Gardner	URA Member
Bob Richards	URA Member
Gary Garnand	URA Member
Brad Wills	URA Member

Absent: None

Dan Brizee, URA Chairman
Dexter Ball, URA Vice Chairman

Also present:

Phil Kushlan	Interim Urban Renewal Executive Director
Jesse Schuerman	Urban Renewal Engineer
Lorrie Bauer	City Administrative Assistant
Brent Hyatt	City Assistant Finance Officer
Mitch Humble	Deputy City Manager
Renee Carraway Johnson	City Zoning & Development Manager
Don Hall	City Council Liaison to URA
Josh Palmer	Public Information Officer
Mandi Roberts	Otak, Inc.
Gary Haderlie	JUB Engineers
Paul Johnson	CH2M
Dan Maffuccio	CH2M

Agenda Item 1 - Call meeting to order.

Secretary Neil Christensen called the meeting to order at 12:00 p.m.

Agenda Item 2 - Consent Agenda: a) Review and approval of minutes from May 9, 2016 regular meeting, May 26, 2016 special meeting, and June 2, 2016 special meeting, and b) Review and approval of the June 2016 financial report.

Gary Garnand moved to accept the consent agenda as submitted and Bob Richards seconded the motion. Roll call vote showed that all board members present voted in favor of the motion.

Agenda Item 3 - Main Avenue Project – Monthly Progress Report by Owner Representative – Paul Johnson & Dan Maffuccio of CH2M.

Paul communicated that there are a few basements that protrude under Main Avenue within the project area that will need to be addressed either by structural capping or walling off and filling in. Otak is currently working on the engineering aspects and evaluating structural remedies. Communication with the property owners will take place to decide the best solution. He then shared that the Rogerson building demolition is currently in progress which is the future site of the commons area.

Paul stated that by using the approved governance model, Phil authorized additional survey work for drainage considerations at the project limits by JUB in the amount of \$2,600.00.

During the project delivery workshop held May 10th, delivery methods were discussed and the CMGC method was recommended for the Main Avenue part of the project. The subcommittee gave their consensus at their meeting as well. The method was explained and discussed.

Brad Wills motioned to proceed with the CMGC model of contracting and Bob Richards seconded the motion. Roll call vote showed that all board members present voted in favor of the motion.

The fire line system could be upgraded to increase public safety by adding two fire hydrants, at a cost of \$184,000, to the loop along Main Avenue. The addition was previously discussed with the City Fire Marshal by JUB and during the Oversight Subcommittee meeting. CH2M recommended approval. Otak supplied an amendment to their agreement to include design services by their subconsultant, JUB Engineers, for the water line looping. Brad Wills motioned to give authority to proceed on the water as presented in the packet. Gary Garnand seconded the motion. Roll call vote showed that all board members present voted in favor of the motion.

The Project Advisory Committee (PAC) requested expanding the restroom to include more women's stalls and add a family/unisex room. The additional design fee is \$5,400 with an approximate construction cost of \$35,000. With the addition of these costs, the project remains within budget. Otak supplied an amendment to their agreement to include design services by Otak and Hummel for \$5,400.

Agenda Item 4 – Executive Director Report – Phil Kushlan.

Due to being absent for the past three weeks, no report was available.

Agenda Item 5 - Public input and/or items from the Urban Renewal Agency Board or staff.

Phil Kushlan reminded the Board a budget committee will need to be created next month. Brad Wills asked about the next steps for the exposed wall now that the Rogerson is down. Mandi Roberts replied they will analyze what has been exposed and strategize the most effective solutions for long term water proof as well as structural stability.

Agenda Item 6 - Adjourn.

The meeting adjourned at 12:37 pm.

Next regular meeting: Monday, July 11, 2016 @ 12:00 pm.

Respectfully submitted,

Lorrie Bauer
Administrative Assistant

Urban Renewal Agency of the City of Twin Falls, ID
Profit & Loss
June 2016

	<u>Jun 16</u>
Ordinary Income/Expense	
Income	
Line of Credit Adv. - Clif Bar	1,384,996.74
Investment Income	2,245.34
Property Taxes	394,627.59
Rental Income	36,789.04
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Total Income	1,818,658.71
	<hr/>
Gross Profit	1,818,658.71
Expense	
RAA 4-1	
Goold Parking Lot	1,850.00
Main Ave.	116,458.00
Rogerson Building	102,361.55
	<hr/>
Total RAA 4-1	220,669.55
RAA 4-4 (Clif Bar)	1,384,996.74
Meeting Expense	273.25
Property Tax Expense	10,488.12
Real Estate Exp. - Call Center	5,359.10
Real Estate Exp. - Other	9.34
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Total Expense	1,621,796.10
	<hr/>
Net Ordinary Income	196,862.61
	<hr/>
Net Income	196,862.61

Twin Falls Urban Renewal July Check List - 2016						
Check #	Date	Paid Amount	Name	Account	Fund	Memo
3286	06/14/2016	238,784.79	Contractors Northwest, Inc.	RAA 4-4 (Clif Bar)	Rev Alloc 4-4	AC #154 Wastewater Facility Construction / CAP #13
3287	06/14/2016	5,281.10	Keller Associates	RAA 4-4 (Clif Bar)	Rev Alloc 4-4	AC #155 Wastewater Facility / #21
3288		0.00	Void			
3289	06/22/2016	6,914.18	Zions First National Bank	Zions #8616 - Excess Funds	Rev Alloc 4-3	Property Taxes Received for RAA 4-3
3290	06/22/2016	450,000.00	Title Fact, Inc.	Deposits	Rev Alloc 4-1	Balance of Earnest on Goold Property
3291	06/27/2016	1,140,930.85	Stock Construction Services, Inc.	RAA 4-4 (Clif Bar)	Rev Alloc 4-4	AC #156 Constsruction Mgnt/#2850-12
3292	06/27/2016	450.00	K & G Property Management	Real Estate Exp. - Call Center	Rental Fund	Replacement Check for 3276/Property Management - May / #3601
3293	07/06/2016	78.50	ACCO Engineered Systems	Real Estate Exp. - Call Center	Rental Fund	HVAC Troubleshoot - RTU #1 compressor / #1606864
3293	07/06/2016	78.50	ACCO Engineered Systems	Real Estate Exp. - Call Center	Rental Fund	HVAC Repair - Unit Contactor cleaned / #1606679
3294	07/06/2016	37,778.09	CH2M	Main Ave.	Rev Alloc 4-1	Owner's Representataive Services / #381069328
3295	07/06/2016	399.22	City of Twin Falls	Real Estate Exp. - Call Center	Rental Fund	Landscape Water - June
3296	07/06/2016	2,500.00	Columbia Technical Service	Goold Parking Lot	Rev Alloc 4-1	Goold property - Asbestos Inspection on 5/13/16
3297	07/06/2016	1,475.00	Commercial Property Maintenance	Real Estate Exp. - Call Center	Rental Fund	Landscape Maintenance - June / #2958
3298	07/06/2016	9.46	Idaho Power	Real Estate Exp. - Other	Rev Alloc 4-1	Power - 122 4th Av S (Park)
3298	07/06/2016	241.59	Idaho Power	Real Estate Exp. - Call Center	Rental Fund	Power - 851 Pole Line Road
3299	07/06/2016	440.00	J & L Sweeping Service, Inc.	Real Estate Exp. - Call Center	Rental Fund	Property Maintenance - June / #26242
3300	07/06/2016	50.00	JT Landscapes & Hydro-Seeding, LLC	Real Estate Exp. - Other	Rev Alloc 4-1	Spray trees for bug infestation / #0153
3301	07/06/2016	123.98	Jimmy John's	Meeting Expense	General	Lunch - 6/13/16 Meeting
3302	07/06/2016	450.00	K & G Property Management	Real Estate Exp. - Call Center	Rental Fund	Property Management - June / #3607
3303	07/06/2016	16,891.08	Kushlan Associates	Professional Fees	General	Interim Ex. Director / May & June 2016
3304	07/06/2016	41,811.50	Otak	Main Ave.	Rev Alloc 4-1	Streetscape & Downtown Commons / #51600402
3305	07/06/2016	150.00	Sawtooth Spraying Service	Real Estate Exp. - Other	Rev Alloc 4-1	Downtown properties weed kill / #40440
3306	07/06/2016	393.64	Southern Idaho Landscape Center	Real Estate Exp. - Other	Rev Alloc 4-1	3rd Av & Idaho St parking lot - bush replacement / #11070
3307	07/06/2016	119,046.40	Starr Corporation	Main Ave.	Rev Alloc 4-1	Rogerson Mall Demolition - Application #3
3307	07/06/2016	3,293.65	Starr Corporation	Main Ave.	Rev Alloc 4-1	Hansen Street Demolition - Application #3
3308	07/06/2016	59,006.10	Otak	Main Ave.	Rev Alloc 4-1	Streetscape & Downtown Commons / #6160043

Urban Renewal Agency of the City of Twin Falls, ID

P&L Over (Under) Budget - YTD

October 2015 through June 2016

	Oct '15 - Jun 16	Budget	\$ Over Budget	% of Budget
Ordinary Income/Expense				
Income				
Wash. Fed. LOC	0.00	2,500,000.00	-2,500,000.00	0.0%
Line of Credit Adv. - Clif Bar	6,073,107.36	15,000,000.00	-8,926,892.64	40.5%
Investment Income	14,085.75	8,780.00	5,305.75	160.4%
Property Taxes	4,665,687.09	7,471,290.00	-2,805,602.91	62.4%
Rental Income	329,763.72	433,726.00	-103,962.28	76.0%
Total Income	11,082,643.92	25,413,796.00	-14,331,152.08	43.6%
Gross Profit	11,082,643.92	25,413,796.00	-14,331,152.08	43.6%
Expense				
RAA 4-1				
Goold Parking Lot	1,850.00			
Main Ave.	748,133.07			
Rogerson Building	202,637.40			
Downtown Development	7,845.82			
RAA 4-1 - Other	0.00	6,964,993.00	-6,964,993.00	0.0%
Total RAA 4-1	960,466.29	6,964,993.00	-6,004,526.71	13.8%
RAA 4-3 (Chobani)				
Debt Pay. (Chobani) Interest	1,372,569.76	1,372,570.00	-0.24	100.0%
Debt Pay. (Chobani) Principal	1,180,000.00	1,180,000.00	0.00	100.0%
RAA 4-3 (Chobani) - Other	3,711,503.00	9,076,000.00	-5,364,497.00	40.9%
Total RAA 4-3 (Chobani)	6,264,072.76	11,628,570.00	-5,364,497.24	53.9%
RAA 4-4 (Clif Bar)	6,072,817.10	15,056,477.00	-8,983,659.90	40.3%
Bond Trustee Fees	3,000.00	3,000.00	0.00	100.0%
Community Relations & Website	150.00	1,700.00	-1,550.00	8.8%
Debt Payments - Interest	37,019.31	118,880.00	-81,860.69	31.1%
Debt Payments - Principal	0.00	1,005,000.00	-1,005,000.00	0.0%
Dues and Subscriptions	1,150.00	2,650.00	-1,500.00	43.4%
Insurance Expense	2,877.00	5,800.00	-2,923.00	49.6%
Legal Expense	21.42	1,000.00	-978.58	2.1%
Management Fee	114,500.00	229,000.00	-114,500.00	50.0%
Meeting Expense	1,699.95	4,000.00	-2,300.05	42.5%
Miscellaneous	10,023.17	10,500.00	-476.83	95.5%
Office Expense	382.00	500.00	-118.00	76.4%
Prof. Dev.\Training	0.00	2,800.00	-2,800.00	0.0%
Professional Fees	39,565.26			
Property Tax Expense	36,631.40	37,000.00	-368.60	99.0%
Real Estate Exp. - Call Center	27,241.31	133,400.00	-106,158.69	20.4%
Real Estate Exp. - Other	4,797.92	7,200.00	-2,402.08	66.6%
Real Estate Lease	72,000.00	72,000.00	0.00	100.0%
Total Expense	13,648,414.89	35,284,470.00	-21,636,055.11	38.7%
Net Ordinary Income	-2,565,770.97	-9,870,674.00	7,304,903.03	26.0%
Other Income/Expense				
Other Income				
Cash Carryover	0.00	10,123,000.00	-10,123,000.00	0.0%
Transfers In	0.00	305,927.00	-305,927.00	0.0%
Transfers Out	0.00	-305,927.00	305,927.00	0.0%
Total Other Income	0.00	10,123,000.00	-10,123,000.00	0.0%
Net Other Income	0.00	10,123,000.00	-10,123,000.00	0.0%
Net Income	-2,565,770.97	252,326.00	-2,818,096.97	-1,016.8%

**URA/Clif Bar & Co. Projects
 Monthly Activity
 June, 2016**

	Project Costs									Funding Sources				
	Land & Improv. **	Water	Wastewater	Streets	Utility Improv.	Canal Relocation	Impact Fees	RAA/Bond	Total	City*	URA	URA/Clif Adv.	State Grants*	Total
Beginning Balance	7,746,089.91	4,164,794.06	6,211,726.77	1,640,430.60	2,069,800.92	778,649.16	392,093.39	16,820.44	23,020,405.25	1,924,587.48	702,415.00	18,804,564.77	1,588,838.00	23,020,405.25
Keller Associates			5,281.10						5,281.10			5,281.10		5,281.10
Contractors Northwest, Inc.			238,784.79						238,784.79			238,784.79		238,784.79
Idaho Power Company					7,500.00				7,500.00			7,500.00		7,500.00
Stock Construction Services	1,140,930.85								1,140,930.85			1,140,930.85		1,140,930.85
Riedesel & Associates, Inc.			6,305.78						6,305.78	6,305.78				6,305.78
Total	8,887,020.76	4,164,794.06	6,462,098.44	1,640,430.60	2,077,300.92	778,649.16	392,093.39	16,820.44	24,419,207.77	1,930,893.26	702,415.00	20,197,061.51	1,588,838.00	24,419,207.77
1st Amendment Budget ***	7,953,931.00	6,430,873.00	6,852,865.00	1,900,000.00	2,675,000.00	600,000.00	268,960.00	-	26,681,629.00	2,705,280.00	901,760.00	21,274,589.00	1,800,000.00	26,681,629.00
Difference	933,089.76	(2,266,078.94)	(390,766.56)	(259,569.40)	(597,699.08)	178,649.16	123,133.39	16,820.44	(2,262,421.23)	(774,386.74)	(199,345.00)	(1,077,527.49)	(211,162.00)	(2,262,421.23)

* State Grants are cost reimbursable grants. The City is funding expenditures for these grants until reimbursed.

** Stock Construction has contracted on project costs in three area's - by consensus the costs are all being presently accounted for as Land & Improvements.

*** The budget information displayed is as agreed to in the Deal Sheet. Additional change orders or modifications have been mutually agreed to through the Project Improvement Consent (PIC) process and are not included in these totals.

Over (Under) Advances:	
Credit Line Advance to date (see next tab)	20,189,561.51
Funding spent to date	<u>20,197,061.51</u>
Amounts Over (Under) Advanced	<u>(7,500.00) *</u>

* Clif Bar sent an initial payment to Idaho Power of \$7,500 for a construction study that they have never been credited for.



Date: July 11, 2016

To: Urban Renewal Agency of the City of Twin Falls

From: Phil Kushlan, Interim Executive Director

Request:

Consideration of a request to approve Resolution 2016-4 authorizing the execution of a Third Amendment to the Clif Bar Line of Credit Agreement.

Background:

On November 12, 2013 TFURA board approved a Line of Credit (LOC) agreement and Promissory Note with Clif Bar & Co in order to have the funds to acquire and develop property, and to install needed infrastructure as outlined in the Development Agreement. The original LOC was for \$19 million and was expected to be paid off by June 15, 2015.

On April 23, 2014, the TFURA board approved the 1st amendment to the LOC to correct the interest rate which was stated incorrectly in the original LOC. The interest rate is calculated by determining the Wall Street Prime Rate (from time to time) and adding 2% to that.

On March 18, 2015, the TFURA board approved the 2nd amendment which increased the LOC to \$22 million and extended the maturity date to June 15, 2016.

This 3rd amendment to the LOC will extend the maturity date to September 1, 2036, modify the reimbursement provisions to be consistent with Bond Resolution 2016-3, and provide for the potential payment of an administrative fee.

An effort was made to secure an administrative fee consistent with that recently negotiated with Chobani. You will recall that fee was calculated at 10% of the annual TIF yield with a maximum of \$150,000. The City Attorney advised me that they were unable to agree to that due to the relatively small TIF yield at this point in time given the outstanding obligations that Clif Bar has advanced. This agreement provides for an administrative fee calculated at 10% of TIF yield capped at \$10,000 and only if funds are available beyond the current debt service obligations. If funds are not available in any given year, the obligation can be rolled into subsequent years.

Approval Process: Approval by a majority of the board in open meeting.

Budget Impact:

There is no budget impact beyond that of the action taken to approve the recently issues bonds. This agreement provides for limited opportunity to derive operating support from this district at some time in the future.

Conclusion:

Staff recommends the Board approve Resolution 2016-4 and authorize the Board Chair to execute the 3rd Amendment to the Clif Bar Line of Credit Agreement.

Attachment(s): Resolution 2016-4
3rd Amendment to Line of Credit Agreement

RESOLUTION NO. 2016-4

A RESOLUTION OF THE URBAN RENEWAL AGENCY OF THE CITY OF TWIN FALLS, IDAHO AUTHORIZING THE EXECUTION OF A THIRD AMENDED LINE OF CREDIT AGREEMENT, AND OTHER NECESSARY DOCUMENTS.

WHEREAS, The Urban Renewal Agency of the City of Twin Falls (“Agency”) and Clif Bar & Company (“Clif Bar”) entered into that certain Line of Credit Agreement dated November 12, 2013, as amended on April 23, 2014 and March 18, 2015 (“LOC Agreement”); and,

WHEREAS, Pursuant to the LOC Agreement, the Agency issued that certain Promissory Note dated November 12, 2013, as amended, in the amount of Twenty-Two Million Dollars (\$22,000,000) (“Promissory Note”); and,

WHEREAS, The amount due to be repaid to Clif Bar based on Advances, accrued interest and authorized expenditures for Project Improvements (the “Line of Credit”), as of May 31, 2016, is Nineteen Million Nine Hundred Five Thousand Three Hundred Three and 44/100ths Dollars (\$19,905,303.44); and,

WHEREAS, To provide URA Financing and repay a portion of the Line of Credit, the Agency will sell bonds in the amount of Thirteen Million Six Hundred Seventy Thousand Dollars (\$13,670,000) based on Incremental Tax Revenues from the TIF District (“Bond”), pursuant to that certain Bond Resolution No. 2016-3 (“Bond Resolution”); and,

WHEREAS, The Bond proceeds, less the cost of Bond issuance, will be distributed to Clif Bar for payment pursuant to the Promissory Note. The balance of the Line of Credit, including Advances, accrued interest and authorized expenditures for Project Improvements occurring after May 31, 2016, will be repaid to Clif Bar in accordance with the terms of the LOC Agreement and this Third Amendment; and,

WHEREAS, The parties desire to amend the LOC Agreement to extend the Maturity Date, modify the reimbursement provisions to be consistent with the Bond Resolution, and provide for payment of an administrative fee.

NOW, THEREFORE, BE IT RESOLVED BY THE URBAN RENEWAL AGENCY OF TWIN FALLS, IDAHO:

1. That the Third Amendment to the Line of Credit Agreement, and other necessary documents, are authorized for execution by the Chairman.
2. This Resolution shall be published once in the Times News, a newspaper of general circulation in the City.
3. Neither the City of Twin Falls, the State of Idaho, its Legislature, nor any political subdivision thereof is liable for the payment of the principal of or interest.

PASSED BY URBAN RENEWAL AGENCY
SIGNED BY THE CHAIRMAN

July 11, 2016
July 11, 2016

Daniel B. Brizee, Chairman

THIRD AMENDMENT TO LINE OF CREDIT AGREEMENT

THIS THIRD AMENDMENT TO LINE OF CREDIT AGREEMENT (“**Third Amendment**”) is made and entered into as of the _____ day of _____ 2016, by and between URBAN RENEWAL AGENCY OF THE CITY OF TWIN FALLS, IDAHO, an independent public body, corporate and politic, authorized under the authority of the Idaho Urban Renewal Law of 1965, as amended, Chapter 20, Title 50, Idaho Code, a duly created and functioning urban renewal agency (“**Agency**”), and CLIF BAR & COMPANY, a California corporation (“**Clif Bar**”). Agency and Clif Bar may be referred to hereinafter individually as a “**Party**” or collectively as the “**Parties**” as appropriate under the circumstances.

RECITALS

A. The Agency and Clif Bar entered into that certain Line of Credit Agreement dated November 12, 2013, as amended on April 23, 2014 and March 18, 2015 (“**LOC Agreement**”).

B. Pursuant to the LOC Agreement, the Agency issued that certain Promissory Note dated November 12, 2013, as amended, in the amount of Twenty Two Million Dollars (\$22,000,000) (“**Promissory Note**”).

C. The amount due to be repaid to Clif Bar based on Advances, accrued interest and authorized expenditures for Project Improvements (the “**Line of Credit**”), as of May 31, 2016, is Nineteen Million Nine Hundred Five Thousand Three Hundred Three and 44/100ths Dollars (\$19,905,303.44).

D. To provide URA Financing and repay a portion of the Line of Credit, the Agency will sell bonds in the amount of Thirteen Million Six Hundred Seventy Thousand Dollars (\$13,670,000) repaid from Incremental Tax Revenues from the TIF District (“**Bond**”), pursuant to that certain Bond Resolution No. 2016-3 (“**Bond Resolution**”).

E. The Bond proceeds, less the cost of Bond issuance, will be distributed to Clif Bar for payment pursuant to the Promissory Note. The balance of the Promissory Note, including Advances, accrued interest and authorized expenditures for Project Improvements occurring after May 31, 2016, will be repaid to Clif Bar in accordance with the terms of the Promissory Note and LOC Agreement and this Third Amendment.

F. The parties desire to amend the LOC Agreement to extend the Maturity Date of the Promissory Note, modify the reimbursement provisions to be consistent with the Bond Resolution, and provide for payment of an administrative fee.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals, hereby incorporated, the mutual covenants hereinafter set forth and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Section 1.1 of the LOC Agreement is hereby modified by deleting the definitions of "Interest Payment Date" and "Maturity Date" in their entirety and by adding the following new definition:

"Maturity Date" means the earliest of the following: (i) redemption of the Bond, (ii) payment of the total debt service under the Bond, or (iii) one month prior to expiration or termination of the TIF District.

2. The first sentence of Section 2.7 of the LOC Agreement is hereby deleted and replaced with the following:

In accordance with the Bond Resolution, the Agency shall deposit with Zions Bank, as the Bond Trustee, promptly upon receipt by the Agency all Incremental Tax Revenues (identified as "Revenue Allocation Revenues" in the Bond Resolution), which will be distributed first to pay interest, principal arbitrage rebate and reserves for the Bond as described in the Bond Resolution and then all remaining funds (the "**Available Revenues**") will be distributed to Clif Bar for payment of the Promissory Note. The Parties agree that Clif Bar's right to and/or security interest in the Incremental Tax Revenues for repayment of the Promissory Note is subordinate to use of the Incremental Tax Revenues for repayment of the Bond pursuant to the Bond Resolution.

3. A new Section 2.11 is hereby added to the LOC Agreement:

2.11 Agency Administrative Fee. Notwithstanding the distribution of all Available Revenues after Bond payments to Clif Bar pursuant to Section 2.7 of this Agreement, the Parties agree the Agency is entitled to an administrative fee from and to the extent of the Available Revenues each year during the life of the TIF District in the amount of ten percent (10%) of the annual Incremental Tax Revenues but not to exceed Ten Thousand Dollars (\$10,000) annually ("**Administrative Fee**"). If insufficient Available Revenues are available to pay the Administrative Fee in any given calendar year, the balance may be rolled over to subsequent years until paid in full, to the extent there are Available Revenues before termination or expiration of the TIF District. The Agency will notify Clif Bar of the amount of the Administrative Fee, along with supporting calculations and documentation, following distribution of Available Revenues after the September 1 payment of Bond interest and principal. The Administrative Fee will not constitute a payment to, or be deducted from, the Promissory Note balance.

4. **Incorporation by Reference.** All capitalized terms referenced herein shall have the meanings set forth in the LOC Agreement unless expressly changed herein.
3. **Miscellaneous.** In the event of a conflict between the provisions of the LOC Agreement and the Third Amendment, the provisions of this Third Amendment shall control. No other terms and/or conditions of the LOC Agreement are hereby changed by this Third Amendment. The LOC Agreement shall remain in full force and effect modified only by the terms and conditions of this Third Amendment. This Third Amendment may be executed in counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

DATED effective as of the date first entered above.

AGENCY:

URBAN RENEWAL AGENCY OF THE CITY OF
TWIN FALLS, an independent body politic and
corporate constituting a public instrumentality of the
State of Idaho

By: _____

Name: Dan Brizee
Its: Chair

CLIF BAR:

CLIF BAR & COMPANY, a California corporation

By: _____

Name: Kevin Cleary
Its: Chief Executive Officer

Twin Falls Urban Renewal Agency Main Avenue Redevelopment Project



1. Rogerson Building Demolition, June 13, 2016; Phil Kushlan – TFURA Director, and Lorrie Bauer – TFURA Administrative Assistant



2. Rogerson Building Demolition at Future Commons, June 13, 2016



3. Rogerson Building Demolition at Future Commons, June 13, 2016



4. Cleared Site for Commons, July 1, 2016

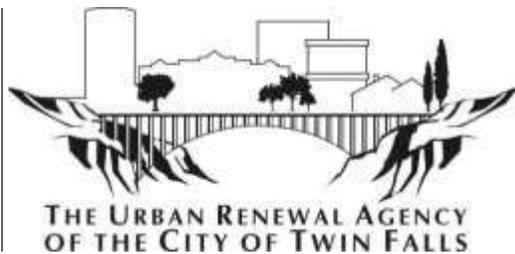


5. Cleared Site for Commons, July 1, 2016



6. Cleared Site for Commons, July 1, 2016. See voids under Main Ave.

Prepared for:



Monthly Report for Board Meeting
July 11, 2016

Prepared by – Owner's Representative:



Monthly Project Progress Update

July 11, 2016

Main Avenue Redevelopment Project

Progress this Period, June 9 – July 9, 2016

1. Prepared the Request for Qualifications (RFQ) for Construction Management/General Contracting (CM/GC) services for the Main Avenue Redevelopment Project.
 - Posted to City's website on June 30, 2016
 - Pre-Proposal Conference to be held on July 21, 2016
 - Proposals due July 28, 2016
 - Planned selection of a CM/GC for the project by September 16, 2016 for pre-construction phase services, with construction phase services to follow
2. Criteria for selection of a CM/GC will be on the basis of qualifications. Criteria:
 - Company Profile
 - Construction Management/General Contracting Approach
 - Previous Similar Experience of the Company
 - Experience of Individuals Proposed for the Project
 - Cost and Schedule Control
 - Sample Project Documentation
 - Project References
3. Selection Committee will include representatives from TFURA, City, Otak - Designer, CH2M – Owner's Rep, with final decision made by TFURA
4. CH2M met with or updated Phil Kushlan – Director, generally weekly to discuss progress and specific issues on the Main Avenue project
5. Developing Cost Control Report and Cash Flow Report
6. Held TFURA Construction Oversight Subcommittee Meeting on June 13, 2016. Summary: General update on progress of basement evaluations for closure or capping; inclusion of Commons and Rogerson North into Starr's CM/GC contract; miscellaneous issues.
7. Attended Project Advisory Committee Meeting chaired by OTAK, on June 13, 2016

Progress in Prior Periods

8. Resolution previously approved regarding Project governance. Specific dollar limits of approval were established at the May 9, 2016 Board Meeting. Director can authorize up to \$5,000 per item, with a cumulative maximum of \$15,000 per month. The newly established TFURA construction subcommittee can authorize from \$5000 up to \$15,000 per item, with a cumulative maximum of \$100,000 per month. Larger items would need to go to the full TFURA Board for consideration. CH2M will summarize scope, cost and schedule issues for the Subcommittee and Board at each meeting. (Note: This is a recap of the TFURA's Board decisions from the May 9 meeting. Please refer to the official notes from that Board meeting.)

9. Held Project Delivery Workshop on May 10th. See separate set of notes: Summary: Concurrence to pursue CM/GC for Main Ave. and basement work. Discussed project delivery options and possible ways to streamline construction and minimize disturbance to merchants.
10. Held meeting with TFURA Construction Subcommittee on May 31st. See separate set of notes. Summary: Discussed path forward for basement capping or closure issues. Agreed to pursue RFQ for CM-GC selection for Main Ave. work. Approved several items for surveying completion regarding storm drainage; fire looping; minor expansion to Commons restroom; Title research concerning ownership of basement extensions; incorporation of Commons and Hansen St. North into the current CM-GC scope of work for City Hall; MOU to be drafted defining TFURA funding for Commons and Hansen North, and design team's services during construction.

Forecast Services, July - August 2016

11. CH2M will incorporate the findings from the prior meetings and Project Delivery Workshop from May 10, and the June approval to move forward with CM/GC for project delivery, into a summary within the Project Execution Plan
12. CM/GC "Front End" contract and general conditions format review on July 12, 2016
13. Coordination with TFURA, City, Otak regarding basement capping or closure (ongoing)
14. Completion of Master Project Schedule
15. Completion of the Cost Control Report and Cash Flow model

Task 1C – Reporting and Services During Design Completion

This task will be ongoing by CH2M through the fall of 2016 and will generally include the following:

- Facilitate Meetings (including preparing agenda and minutes)
- Identify and track Issues that potentially impact project costs and schedule
- Facilitate Coordination among Stakeholders
- Facilitate Approvals by Owner(s) (URA and City)
- Update Budget Summary Cost Status Report and Master Schedule
- Project Progress Report

Safety

- No safety issues to report.
- CH2M has completed our internal Health and Safety Plan for the project.

Budget

Main Avenue Project

- The Main Avenue Project estimate is currently \$5,855,000 for redevelopment of the 5 downtown blocks of Main Avenue. (This estimate does not include redevelopment of Hansen St. North and South, and the Commons plaza.) This Main Avenue estimate is just within TFURA's preliminary budget for this work. There is an appropriate contingency for reasonable scope adjustments through design completion included within the value shown. A separate contingency for changes during construction is proposed, as well as allowances for indirect project costs. The more definitive cost control report is being shared with the Director and can be discussed in more detail with Board members upon request, but due to the potential sensitivity of some of the budget information such a report is typically not included in detail within CH2M's monthly reports.

- The Cost Control Report being developed with the TFURA Director designates a recommended percentage of contingency through final design and for possible changes during construction.
- Items discussed with the Director in prior periods, with concurrence from the TFURA Construction Subcommittee, are recapped on previous reports.

Permitting and Design

- Otak plans to submit the 90% design package for review next month (July 2016).
- Otak has participated in recent site investigations of basement extensions under the Main Ave. sidewalk. Otak’s structural engineer will begin evaluations for closure or capping, with cost and scope evaluations by Otak. TFURA and the City can then decide on a preferred option, possible cost sharing requests with owners for closure or capping, and begin discussions with affected property owners of the larger basements, specifically Wells Fargo, Key Bank, Crowley (for Moose Hill and Coffee Beans establishments).

Schedule and Milestones

The Master Project Schedule for the Main Avenue project is currently being developed by CH2M, and will be consistent with the overall project timeline as follows:

- | | |
|--|----------------------------------|
| • RFQ Advertisements for CM/GC Services: | June 30, and July 7, 2016 |
| • RFQ Available (City of Twin Falls Website): | June 30, 2016 |
| • Pre-Proposal Meeting and Site Tour: | July 21, 2016, 1:30 p.m. |
| • Final Date for Receipt of Questions from Proposers | July 22, 2016 |
| • RFQ Responses from CM/GC’s Due: | July 28, 2016, 3:00 p.m. |
| • 90% Design Submittal by Otak | July 29, 2016 |
| • URA Evaluation, Short-Listing of CM/GC’s: | July 28 – August 12, 2016 |
| • Short-List and Interview Notification: | August 15, 2016 |
| • Firms’ Criteria Responses and Interview Prep: | August 15 – August 22, 2016 |
| • Interviews with Short-Listed CM/GC Firms: | August 22 – August 24, 2016 |
| • URA Evaluation and Final Ranking of CM/GC’s: | August 25 – August 26, 2016 |
| • City Review Comments to 90% Design: | August 26, 2016 |
| • Notification of Selection of CM/GC: | August 31, 2016 |
| • Contract Negotiations with Selected CM/GC Firm: | September 1 – September 16, 2016 |
| • CM/GC Contract Signed for Pre-Con Services: | September 16, 2016 |
| • 100% Design Completion by Otak: | September 16, 2016 |
| • CM/GC Contract Signed for Construction Services: | To follow in the fall of 2016 |
| • Construction Start: | Late winter (Feb. or March) 2017 |
| • Construction Substantially Complete: | October 31, 2017 |
| • Final Construction Completion: | November 22, 2017 |

The project delivery discussions held on May 10, 2016, and subsequent meetings will affect project delivery and are being reflected in the project schedule currently being developed. CH2M plans to introduce a Master Project Schedule as part of our forthcoming Project Execution Plan.

In the meantime, the major phases of work are currently planned as follows.

Design Phase

90% Design Completion by Otak is planned for July 29, 2016. Basement issues and results from the Project Delivery Workshop need to be reflected in the design by OTAK. The plans will then be reviewed by the project team, including CH2M on behalf of TFURA, and City of Twin Falls.

Design Completion: Summer of 2016.

Bid and Award Phase

The Bid and Award phase is planned for late fall/winter of 2016. This will allow the construction contract to be signed so that construction work can begin in winter to early spring of 2017.

Construction Phase

Recent discussions with TFURA suggest that sufficient funding will be available to complete the project (5 blocks of Main Avenue Reconstruction) in one phase, versus multiple phases. The construction phase is therefore planned from late winter of 2017 into the fall of 2017 – approximately 9 to 10 months.

CH2M is currently discussing the idea of schedule incentives for the contractor to complete the project sooner, and other means of minimizing disruptions to downtown businesses. These and other topics were addressed in the Project Delivery Workshop held on May 10th.

Construction Contracting

- This phase is pending.

Construction Progress

Main Avenue Redevelopment: Scheduled for 2017 as discussed above.

Rogerson Building: Demolition including debris removal was completed by Starr in June 2016.

Hansen Street South: This demolition work has been completed by Starr. The fountain was demolished in April 2016. The former pedestrian area has been converted into a compacted gravel lane providing construction access to the City Hall project (across Main Ave.). Asphalt pedestrian paths have been added on both sides of Hansen Street South, and are separated by chain link fencing for protection of the public from construction vehicles. It is planned that Hansen St. South's reconstruction will be part of the Main Ave. work and it will provide access to the Main Ave. work during construction.

Hansen Street North: This area is currently barricaded by Starr, and was recently used as an access and staging area for demolition of the Rogerson building (site of the new Commons plaza). This lane will be used for access for renovation of the Banner Building for the new City Hall.

CH2M discussed the limits of the Commons Plaza and City Hall renovation in the May 10th Project Delivery workshop to determine what elements of the streetscapes work should remain as part of the City Hall work and which should be part of the Main Avenue work, with regard to project oversight by a CM/GC or Owner's Representative. It is agreed by the City and TFURA that the Commons plaza, Hansen St. North, and sidewalks in front of City Hall will be incorporated by contract amendment into Starr's CM-GC contract. This work will be funded by TFURA. The City is working on an MOU to be signed by the City and TFURA outlining the terms of this plan (consideration of the MOU is scheduled at the July 11, 2016 TFURA Board meeting).

Owner Furnished Materials and Equipment

The topic of potential advance purchasing of brick for the project is being discussed, versus leaving the brick as part of the forthcoming contractor's work to procure. Now that we are pursuing a CM-GC for

the Main Ave. work, we will seek the CM-GC's advice on advance purchase of the brick once the CM-GC is on board likely by this fall of 2016.

There will likely be a need for special sidewalk cleaning equipment and snow removal equipment that may need to be purchased by TFURA in cooperation with the City, so that bricks won't be damaged during future cleaning and snow removal operations.

Employment and Economic Benefits

The economic benefits to Twin Falls' and Idaho's economies will be estimated and reported once the construction phase of the Main Avenue Redevelopment project is underway. This will be in terms of direct benefits, of the number of immediate jobs created or supported on the construction project. Secondary benefits will include an estimate of the number of jobs supported that are unrelated to the direct construction. We will also include an estimated percentage of the dollar volume of work going to local contractors with the associated dollars remaining in Twin Falls and the state of Idaho.

Issues List, Updated as of July 7, 2016

DOWNTOWN STREETScape PROJECT_ISSUE/DECISION TRACKING LIST										
No.	Issue	Gen By	Date	Action	Cost	Sched	Resp	Date Resolved	Status	comments
4.01	Determine size of benches	TFURA	11-May	Input needed at next PAC meeting			OTAK		open	4 ft vs 6 ft and orientation for each length
5.01	Transfer scope of work for Hansen/Commons areas	OTAK	11-Apr	Approve Draft MOU developed by City			TFURA		open	MOU for construction oversight by Starr has been prepared between TFURA and City. Pending approval by TFURA Board on 11JUL2016, followed by City soon afterward.
6.01	Winterizing Fountain Piping system	TFURA	4-Apr	Include in Design			OTAK	10-May	open	OTAK memo dated 4-11-16 indicating gravity fed system into u.g. storage tank
7.01	Prepurchase items/furnishings	OTAK	10-May	Determine need/impacts			OTAK		open	discussed in workshop on 5/10. Benches, pavers, and trees considered. Defer until final cost estimate/CM-GC on board
8.01	Treatment of Downtown Commons Wall	OTAK	10-May	OTAK to present options			OTAK		open	
9.03	"Cavity" areas below Main Street sidewalks	CH	25-May	Determine cost/sched impacts			OTAK		open	OTAK presented options for resolving. Need cost impacts. CH to provide sched impacts for same.
11.02	2nd Avenue Crosswalks (bulbout design)	OTAK	11-Apr	Confirm design with City and ITD and identify maintenance reqts.			OTAK		open	In current design
13.00	Extent of Clay Pavers in Contract	OTAK	11-Apr	Go/No go and/or approach for including in bid docs (additive/deductive alternate)			TFURA		open	depends upon budget/90% estimate
16.01	Confirm tree size	TFURA	10-May	Provide price for 4 in option vs. 3 in.			OTAK		open	depends upon budget/90% estimate
17.00	Confirm paver configuration/pattern	TFURA	11-Apr	Resolve with OTAK			TFURA		open	
20.01	School District-extend sidewalk	OTAK	10-May	Identify cost impacts			OTAK		open	



J-U-B ENGINEERS, INC.



**THE
LANGDON
GROUP**



**GATEWAY
MAPPING
INC.**

MEMORANDUM

DATE: July 6, 2016
TO: URA Board
CC:
FROM: J-U-B Engineers Inc
SUBJECT: Alleyway Utilities

The purpose of this memorandum is to provide a brief update on the downtown alleyway utilities project. The alleyway project had to be divided into two projects for the Shoshone to Idaho blocks:

Joint Utility Project

The first project is a joint utility project that includes all of the private utilities and the City of Twin Falls (City) dry utility conduits (fiber optic, streetlights, and sprinkler control wire). This project required that a joint memorandum of understanding was developed and signed by all parties including the City. Final signatures from all private utilities and final private utility coordination drawing sets were received at the end of June and the project was put out to bid.

Bids for this project are anticipated to be received in the next couple of days and taken to City Council on July 15 or July 22. While almost all underground work can be completed in August and September, our understanding from Idaho Power is that materials for their main switch on each block will be delayed until the end of September. After Idaho Power's main switch is installed, switching to new power for each of the buildings will be completed.

This joint utility project will be followed by the City Public Project

City Public Project

This project consists of installing the water main, services, and surface repair. This project must be completed following the joint utility project so that existing private utilities are abandoned and can be removed if necessary during installation of the waterline and service lines. We will be working with the City to review this project and we are working with ITD to procure the permit. This project will begin advertisement toward the end of July and taken to City Council in August. It is anticipated that this work will be completed in the late fall of this year, with final surface repair completed next year.



Date: July 11, 2016

To: Urban Renewal Agency of the City of Twin Falls

From: Phil Kushlan, Interim Executive Director

Request:

Consideration of a request to approve a Participation Agreement between the City of Twin Falls and the Urban Renewal Agency for Financing of Improvements for the Downtown Commons and Hansen Street Project.

Background:

For several months there has been conversation regarding the potential for certain aspects of the Main Avenue Project to be assigned to the City for inclusion in their CM-GC contract with Starr Corporation for the City Hall construction, for implementing those portions. The aspects under discussion have been the Downtown Commons and parts of the streetscape on Hansen.

After considerable dialogue with all parties involved, we have concluded that the Commons and that portion of the Hansen Street work between Main Avenue and 2nd East (north of Main) should be included in the City Hall providing better coordination between those elements of the downtown work.

We have determined that Hansen Street south of Main Avenue should be retained as an element of the Main Avenue project.

The agreement outlines the process by which the Agency will reimburse the City for costs incurred for the described work.

Approval Process:

Approval by a majority of the Board would authorize URA Chair to sign the Agreement.

Budget Impact:

Resources funding the Main Avenue Project are included in the TFURA budget. This agreement does not alter those cost estimates. The agreement does memorialize the \$58,000 City contribution to the restroom previously offered.

Conclusion:

Staff recommends the Board approve the Participation Agreement and authorize the Board Chair to execute the document.

Attachment:

Participation Agreement for Financing of Improvements, Downtown Commons and Hansen Street, Twin Falls, Idaho

PARTICIPATION AGREEMENT FOR FINANCING OF IMPROVEMENTS
Downton Commons and Hansen Street: Twin Falls, Idaho

This Agreement, entered into between the **Twin Falls Urban Renewal Agency** (the “**Agency**”) and the **City of Twin Falls** (the “**City**”) relating to the financing and development of certain public improvements generally referred to as the Downtown Commons and Hansen Street reconstruction. The City and the Agency are each referred to herein as a “**Party**” and collectively as the “**Parties.**”

WHEREAS, Agency is an independent public body corporate and politic, authorized under the authority of the Idaho Urban Renewal Law of 1965, Chapter 20, Title 50, Idaho Code, as amended (the “**Law**”) and the Local Economic Development Act, Chapter 29, Title 50, Idaho Code, as amended (the “**Act**”) as a duly created and existing urban renewal agency for City;

WHEREAS, City is a municipal corporation duly organized, existing and operating under the laws and Constitution of the State of Idaho (the “**State**”);

WHEREAS, the Twin Falls City Council (“**City Council**”), after notice duly published, conducted a public hearing on the Amended Urban Renewal Plan for Urban Renewal Area #4-1 (the “**Plan**”);

WHEREAS, following said public hearing, the City Council adopted its Ordinance 3056, on August 29, 2013, approving the Plan;

WHEREAS, pursuant to the Act, the Law, and Plan, the Agency is authorized to carry out the purposes and various projects under the Plan and to enter into and carry out contracts or agreements in connection therewith, including, but not limited to, the installation, construction or reconstruction of streets, parks, public facilities, or other public improvements in the Plan area to eliminate and prevent the spread of deterioration and promote redevelopment that is consistent with the goals of the Plan;

WHEREAS, Agency has found that the Project will eliminate and prevent the spread of deterioration and will promote redevelopment that is consistent with the goals of the Plan;

WHEREAS, City, as part of a larger phased project to create a public safety campus, desires to construct a new City Hall facility and surrounding area located at the corner of Hansen Street and Main Avenue. In compliance with Idaho Code § 67-2320, the City entered into an Agreement with Hummel Architects, PLLC on April 1, 2015, to design the new City Hall and the related public safety campus facilities, attached hereto as Exhibit A. The City has also entered into a Construction Manager Agreement with Starr Corporation, dated October 5, 2015, attached hereto as Exhibit B. The City has undertaken planning and design efforts necessary to develop the City Hall and other related projects;

WHEREAS, Agency, in accordance with its Plan and for the benefit of City and Agency, is redeveloping the downtown corridor by financing the following public improvements: enhancements and improvements to Main Avenue from Fairfield Street to Jerome Street; the

Hansen Street extension to connect between 2nd Avenue E to 2nd Avenue S, which is anticipated to improve access to downtown parking and increased connectivity for all modes of transportation; demolition of the Rogerson site; and construction of the Downtown Commons on the old Rogerson site, creating a new signature public adjacent to the new City Hall. The Agency has engaged Otak as its design professional for the Main Street Reconstruction and Downtown Commons project in compliance with Idaho Code § 67-2320 and pursuant to that Professional Services Agreement, dated August 19, 2015, attached hereto as Exhibit C;

WHEREAS, Otak has retained Hummel Architects, PLLC as a subconsultant for the Downtown Commons architectural design, including designs for the restroom building and stage;

WHEREAS, the City Hall Project and the Downtown Commons Project are contiguous and are proceeding according to a similar schedule and timeline;

WHEREAS, Hummel Architects have been retained to perform services on the City Hall Project and the Downtown Commons;

WHEREAS, City and Agency hereby find and determine that this Agreement enables them to cooperate to their mutual advantage in a manner that will best accord with the needs and development of the City and the Agency;

WHEREAS, the ability for the City and Agency to cooperate and jointly benefit each other is expressly allowed pursuant to Idaho Code § 50-2015;

WHEREAS, in consideration of the Agency providing the final construction designs for the Downtown Commons and Hansen Street reconstruction projects (collectively, the “**Downtown Commons Project**”), the City hereby agrees to serve and perform as project manager through Starr and develop and complete the Downtown Commons Project;

WHEREAS, conducting the City Hall Project and Downtown Commons Project simultaneously by a single construction manager/general contractor will result in the least impact to the business operations in the area at the lowest cost.

NOW THEREFORE, it is agreed as follows:

1. Effective Date. The effective date of this Agreement shall be the date when this Agreement has been signed by City and Agency (last date signed) and shall continue until the completion of all obligations of each Party.

2. Financing of Project. Agency has agreed to incur the costs for the architectural, engineering, construction, and related costs for the construction of the Downtown Commons Project (collectively, the “**Project Costs**”) as follows:

(a) City Financial Responsibilities. The City is financially responsible for completing and funding the City Hall Project as set forth in **Exhibit A**.

- (b) Agency Financial Responsibilities. Agency is financially responsible to reimburse the City for the Downtown Commons Project and related costs thereto following the establishment of a not-to-exceed or guaranteed maximum price amount as determined by the City and Starr.
- i. **Design.** Agency agrees to submit the completed design plans prepared by Otak concerning the Downtown Commons Project and related costs thereto to the City for bidding and construction purpose.
 - ii. **Agency Design and Construction.** Agency agrees to fund and/or provide:
 - a. Bidding specifications for the Commons, Hansen Street (north of Main Avenue) reconstruction; right-of-way infrastructure (sidewalks, planters, light poles, and street amenities) to street curb line adjacent to the Banner Building along Main Avenue and Hansen Street; to the City so that these specifications can be included in the documentation for bidding the Downtown Commons Project.
 - b. Construction engineering and surveying, inspection and testing.
 - c. Aesthetic/structural design, permanent weatherproofing, structural improvements, structural engineering oversight, inspection, and construction of the common wall remaining from the Rogerson demolition.
 - iii. **Construction Costs.** Starr shall solicit bids (“**Bids**”) for the Downtown Commons Project as required by Idaho Code 54-4511(5). All bids shall be opened publicly in the presence of a City representative. Starr and City shall then determine the contractor responsible for the Downtown Commons Project. Any contracts awarded shall be as determined by City and Starr. Agency shall pay the lesser of the actual construction costs for the Downtown Commons Project as determined by City and Starr or the guaranteed maximum price or not-to-exceed amount set forth in the contract between Starr and the City.
- (c) Notice Required Prior to Overages or Change Orders. City shall notify Agency if, due to unforeseen or other circumstances, City anticipates that costs for the Downtown Commons Project are expected to exceed the not-to exceed amount set forth in the GMP as part of the Starr contract. Agency will determine in its sole judgment if an amendment to the not-to-exceed limit is appropriate. Any amendment shall be approved by Agency in writing prior to City incurring costs in excess of the not-to-exceed limit. City shall notify Agency of any change orders or allowances to the contract with Starr for approval by Agency in writing prior to City’s processing, as Agency’s authorized representative, any change

order/allowance or other documentation increasing the cost of the construction of the Downtown Commons Project.

- (d) Invoices. City shall provide expense records to Agency with monthly invoices submitted to Agency for payment. Each invoice shall be in a format acceptable to Agency and shall specify charges as they relate to the tasks. Each invoice shall also specify current billing and previous payments, with a total of costs incurred and payments made to date.

3. Payments of Construction Costs by the Agency. Upon receipt of an invoice from Starr for the Downtown Commons Project, City (or City's agent) shall process all invoices and payment requests for payment by Agency and verify entitlement to all progress payments or other payments requested by contractor. Upon City's or City's agent's written confirmation to Agency that Starr is entitled to payment, Agency shall pay the invoiced amount to City.

4. City Obligations. City agrees to review the design for the associated work and provide thorough design review comments to Otak and Starr for incorporation into the design as appropriate prior to Starr bidding the project. (Starr will also provide design review comments.)

City agrees to have Starr competitively bid the Downtown Commons Project as a separate item to the competitive bidding of the City Hall reconstruction so that the costs between the Downtown Commons Project and the City Hall Project can be separated.

5. City Cost Share. City agrees to participate in a portion of the costs related to the public restrooms within the Downtown Commons Project in an amount of \$58,000.

6. City and Agency Contracts. City and Agency agree to take all steps necessary to amend the several contracts reference within this Agreement to accomplish the objectives set forth herein.

7. Antidiscrimination. The City and Agency, for themselves and their successors and assigns, agree that in the construction, design, and installation of the Downtown Commons Project provided for in this Agreement, they will not discriminate against any employee or applicant for employment because of age, race, handicap, color, creed, religion, sex, marital status, ancestry, or national origin.

8. Insurance. City shall, or through its consultant shall, at its sole cost, obtain and maintain in force for the duration of this Agreement insurance of the following types, with limits not less than those set forth below:

City shall purchase and maintain, for the benefit of City, insurance for protection from claims under the worker's compensation law of the state of Idaho arising from work performed by City (including City's agents and employees) on the Downtown Commons Project; claims for damages because of bodily injury, including personal injury, sickness, disease, or death of any of City's employees; and claims arising out of the performance of this Agreement and caused by negligent acts for which City is legally liable. The terms and limits of liability shall be determined solely by City, and nothing herein shall be construed as any waiver of any claim or

defense by City or Agency premised upon any claim of sovereign immunity or arising from the Idaho Tort Claims Act.

City shall also purchase and maintain property damage insurance for any property damage to the Downtown Commons Project or other property owned by City.

9. Damage and Destruction; Condemnation. In the event that the Downtown Commons Project, or any part thereof, is damaged or destroyed or title to the Downtown Commons Project, or any part thereof, is taken by any governmental body other than the City or Agency through the exercise of the power of eminent domain, any condemnation award or insurance proceeds payable to or for the account of the City shall be used to rebuild, replace, repair, or restore the Downtown Commons Project to the extent of such damage, destruction or taking. In the event the City reasonably determines that such rebuilding, replacement, repair, or restoration of the Downtown Commons Project is impracticable or not feasible, such proceeds shall be used to reimburse the Agency for the agency contribution. In the event of a partial taking or partial destruction of the Downtown Commons Project, the City shall first apply such condemnation award or insurance proceeds to repair or restore the remainder of the Downtown Commons Project, to the extent such Project has been destroyed, or to replace the portion of the Project taken in any partial condemnation and shall apply any amount not so expended to reimburse the Agency for its proportionate share of the costs of the Project components funded with the agency contribution subject to such partial taking or partial damage or destruction.

10. Default. Neither Party shall be deemed to be in default of this Agreement except upon the expiration of forty-five (45) days from receipt of written notice of default from the other Party specifying the particulars in which such Party has failed to perform its obligations under this Agreement. Such Party may, prior to expiration of said 45-day period, rectify the particulars specified in said notice of default. In the event the Party does not rectify the default within 45 days of receipt of the notice of default, the nondefaulting Party may do the following:

- (a) The nondefaulting Party may terminate this Agreement upon written notice to the defaulting Party and recover from the defaulting Party all direct damages incurred by the nondefaulting Party.
- (b) The nondefaulting Party may seek specific performance of this Agreement and, in addition, recover all damages incurred by the nondefaulting Party. The Parties declare it to be their intent that this Agreement may be specifically enforced.
- (c) In the event the City defaults under this Agreement, the Agency (the non-defaulting Party) shall have the right to seek reimbursement of any funds provided to the City pursuant to this Agreement.
- (d) In the event the Agency defaults under this Agreement, the City (the non-defaulting Party) shall have the right to seek any additional amount due to the City for work performed but not yet reimbursed.

11. Access to Reports. All Parties agree to provide all information regarding the Downtown Commons Project to all other Parties upon reasonable request to the appropriate Authorized Representative as designated under Section 13.

12. Captions and Headings. The captions and headings in this Agreement are for reference only and shall not be deemed to define or limit the scope or intent of any of the terms, covenants, conditions, or agreements contained herein.

13. No Joint Venture or Partnership. The Agency and City agree that nothing contained in this Agreement or in any document executed in connection with this Agreement shall be construed as making the Agency and City a joint venture or partners.

14. Assignment. The rights, obligations, and duties of the Agency and the City under this Agreement shall not be assigned or transferred, in whole or in part, without the prior written permission of the other Party.

15. Notice and Receipt.

- (a) Notices. All notices given pursuant to this Agreement shall be in writing and shall be given by personal service, by United States mail, or by United States express mail or other established express delivery service (such as Federal Express), postage or delivery charge prepaid, return receipt requested, addressed to the appropriate Party at the address set forth below:

To Agency:
Twin Falls Urban Renewal Agency
Attn: Executive Director
103 Main Avenue East (83301)
PO Box 1907
Twin Falls, ID 83303-1907

To City:
City of Twin Falls, Idaho
Attn: City Manager
103 Main Avenue East (83301)
PO Box 1907
Twin Falls, ID 83303-1907

The person and address to which notices are to be given may be changed at any time by any Party upon written notice to the other Party. All notices given pursuant to this Agreement shall be deemed given upon receipt.

- (b) Receipt. For the purpose of this Agreement, the term “receipt” shall mean the earlier of any of the following:
- (i) the date of delivery of the notice or other document to the address specified above as shown on the return receipt;
 - (ii) the date of actual receipt of the notice or other document by the person or entity specified above; or

- (iii) in the case of refusal to accept delivery or inability to deliver the notice or other document, the earlier of:
 - (a) the date of the attempted delivery or refusal to accept delivery,
 - (b) the date of the postmark on the return receipt, or
 - (c) the date of receipt of notice of refusal or notice of non-delivery by the sending Party.

16. Authorized Representative. The Agency hereby designates its Executive Director as its Authorized Representative. The City hereby designates Travis Rothweiler, City Manager as its Authorized Representative.

17. Applicable Law/Attorney Fees. This Agreement shall be construed and enforced in accordance with the laws of the State of Idaho. Should any legal action be brought by either Party because of breach of this Agreement or to enforce any provision of this Agreement, the prevailing Party shall be entitled to reasonable attorney fees, court costs, and such other costs as may be found by the court.

18. Parties in Interest. Except as herein otherwise specifically provided, nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person, firm, or corporation, other than the City and the Agency, any right, remedy, or claim under or by reason of this Agreement, this Agreement being intended to be for the sole and exclusive benefit of the City and the Agency.

19. Severability. In case any one or more of the provisions of this Agreement shall, for any reason, be held to be illegal or invalid, such illegality or invalidity shall not affect any other provisions of this Agreement, this Agreement shall be construed and enforced as if such illegal or invalid provisions had not been contained herein or therein.

20. Counterparts. This Agreement may be executed in any number of counterparts, each of which, when so executed and delivered, shall be an original; but such counterparts shall together constitute but one and the same Agreement.

21. Entire Agreement. This Agreement, along with any and all exhibits attached hereto and incorporated herein by reference, contains and integrates all of the terms and conditions mentioned herein or incidental hereto and supersedes all negotiations or previous agreements between the Parties with respect to all or any part of the Construction Project.

(signatures on following page)

IN WITNESS WHEREOF, the parties hereto, through their respective governing boards, have executed this Agreement on the date first cited above.

Dated: _____

Dated: _____

CITY OF TWIN FALLS

TWIN FALLS URBAN RENEWAL AGENCY

By: _____
Shawn Barigar, Mayor

By: _____
Daniel B. Brizee, Chair

ATTEST:

ATTEST:

City Clerk

Secretary

EXHIBIT A
CITY OF TWIN FALLS/HUMMEL ARCHITECTS, PLLC AGREEMENT



AIA[®]

Document B103™ – 2007

Standard Form of Agreement Between Owner and Architect for a Large or Complex Project

AGREEMENT made as of the first day of April in the year two-thousand fifteen
(In words, indicate day, month and year.)

BETWEEN the Architect's client identified as the Owner:
(Name, legal status, address and other information)

City of Twin Falls
321 2nd Avenue East
PO Box 1907
Twin Falls, Idaho
83301

and the Architect:
(Name, legal status, address and other information)

Hummel Architects, PLLC
2785 Bogus Basin Road
Boise, Idaho
83702

for the following Project:
(Name, location and detailed description)

Twin Falls City Hall and Public Safety Campus

Twin Falls City Hall (Former Banner Furniture Building)
201 Main Avenue East

Public Safety Campus
321 Second Avenue East
345 Second Avenue East
356 Third Avenue East

(Paragraph deleted)

The project provides for the design and construction of a modern City Hall facility and the renovation of three existing City owned and occupied buildings into a Public Safety Campus.

The project will be executed in phases as determined during the program and design process.

One phase includes design and construction of a New City Hall facility located at the corner of Hansen Street and Main Avenue in Twin Falls. Currently an existing building occupies the project site, which used to serve as the Banner Furniture building. The existing facility will be demolished, except for the structural system and any other salvageable components. The new City Hall is slated to house the following departments: Information Services, Human Resources, Utility Billing, Finance, Economic Development, Planning & Zoning, Building Inspections, Engineering, and Administration. A program will be established to determine detailed spaces to fit within the new structure. The project target is to be LEED Certified or Net-Zero Energy to

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Int.

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User Notes:

(1400261484)

align with current sustainable commitments and goals of the City. Final sustainable criteria will be determined during the programming and design phases of the project.

Other phases involve the master plan and remodel of the Twin Falls Public Safety Campus located near downtown. The current campus consists of the existing City Hall, Police Station, Fire Station #1, and surrounding parking area. The three buildings on the public safety campus will be master planned for both short term use and long term growth. The exact extent and timing of the remodel work on the public safety campus will be determined during the programming and design phases of the project.

The Owner and Architect agree as follows

TABLE OF ARTICLES

- 1 INITIAL INFORMATION
- 2 ARCHITECT'S RESPONSIBILITIES
- 3 SCOPE OF ARCHITECT'S BASIC SERVICES
- 4 ADDITIONAL SERVICES
- 5 OWNER'S RESPONSIBILITIES
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- 10 MISCELLANEOUS PROVISIONS
- 11 COMPENSATION
- 12 SPECIAL TERMS AND CONDITIONS
- 13 SCOPE OF THE AGREEMENT

ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1.

(Note the disposition for the following items by inserting the requested information or a statement such as "not applicable," "unknown at time of execution" or "to be determined later by mutual agreement.")

§ 1.1.1 The Owner's program for the Project:

(Identify documentation or state the manner in which the program will be developed.)

The Architect and the Owner will jointly develop a detailed program for each functional space within the facilities along with required site elements.

§ 1.1.2 The Project's physical characteristics:

(Identify or describe, if appropriate, size, location, dimensions, or other pertinent information, such as geotechnical reports; site, boundary and topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site; etc.)

The New City Hall facility will be approximately 42,500 to 50,000 square feet in area and three stories in height above an existing basement. The Public Safety Campus will remain approximately the same square footage and size. The building's exterior envelope, MEP systems, and finishes will be determined during the design process.

§ 1.1.3 The Owner's budget for the Cost of the Work, as defined in Section 6.1:
(Provide total and, if known, a line item breakdown.)

The budget for the Cost of Work will be determined at completion of the schematic design phase after both parties have the mutual benefit of a final detailed program document, the schematic design deliverables as described in article 3.2, and a cost estimate prepared by the Architect's independent cost estimator. At that time, the Owner and Architect will execute an amendment to this agreement establishing the Cost of the Work.

§ 1.1.4 The Owner's anticipated design and construction schedule:

.1 Design phase milestone dates, if any:

Programming and design are intended to run from spring 2015 to fall 2015.

.2 Commencement of construction:

Construction start and completion dates are to be determined during the programming and design phases.

.3 Substantial Completion date or milestone dates:

to be determined.

(Paragraph deleted)

§ 1.1.5 The Owner intends the following procurement or delivery method for the Project:
(Identify method such as competitive bid, negotiated contract or construction management.)

Construction Manager/General Contractor (CM/GC) with a Guaranteed Maximum Price.

§ 1.1.6 The Owner's requirements for accelerated or fast-track scheduling, multiple bid packages, or phased construction are set forth below:
(List number and type of bid/procurement packages.)

Currently, construction is planned to involve multiple phases at the Public Safety Campus and one phase for the New City Hall.

§ 1.1.7 The Owner identifies the following representative in accordance with Section 5.4:
(List name, address and other information.)

Travis Rothweiler
City Manager
City of Twin Falls
321 Second Ave. E.
Twin Falls, Idaho, 83301

§ 1.1.8 The Owner will retain the following consultants and contractors:
(List name, legal status, address and other information.)

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.1 Geotechnical Engineer:

Materials Testing and Inspection
2283 Wright Avenue, Suite A
Twin Falls, Idaho, 83301
Phone (208) 733-5323

.2 Other, if any:

(List any other consultants or contractors retained by the Owner, such as a Project or Program Manager, construction contractor, or construction manager as constructor.)

Environmental Testing (Hazardous Materials)
Materials Testing and Inspection
2283 Wright Avenue, Suite A
Twin Falls, Idaho 83301
Phone (208) 733-5323

§ 1.1.9 The Architect identifies the following representative in accordance with Section 2.3:
(List name, address and other information.)

Clint Sievers
Architect/Associate
Hummel Architects, PLLC
2785 Bogus Basin Road
Boise, Idaho, 83702
(208) 343-7523

§ 1.1.10 The Architect will retain the consultants identified in Sections 1.1.12.1 and 1.1.12.2:
(List name, legal status, address and other information.)
(Paragraphs deleted)

§ 1.1.11.1 Consultants retained under Basic Services:

.1 Structural Engineer:

DC Engineering
440 E Corporate Drive, Suite 103
Meridian, ID 83642
Phone (208) 288-2181

.2 Mechanical Engineer:

DC Engineering
440 E Corporate Drive, Suite 103
Meridian, ID 83642
Phone (208) 288-2181

.3 Electrical Engineer:

DC Engineering
440 E Corporate Drive, Suite 103
Meridian, ID 83642
Phone (208) 288-2181

§ 1.1.11.2 Consultants retained under Additional Services:

Civil Engineering
EHM Engineers, Inc.
621 North College Road
Twin Falls, Idaho, 83301
(208) 734-4888

Landscape Architecture
OTAK
11241 Willows Road NE, STE 200
Redmond, WA, 98052
Phone (425) 882-4446

and

Breckon Land Design
181 E 50th Street
Garden City, ID 83714
Phone (208) 376-5153

§ 1.1.11.3 Based on the sustainability criteria established for the projects as an outcome of programming and schematic design, the Architect may elect with Owner written consent to change or augment its consultants prior to the start of design development.

§ 1.2 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that such information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the schedule, the Architect's services and the Architect's compensation.

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide the professional services as set forth in this Agreement.

§ 2.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

§ 2.3 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project.

§ 2.4 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

§ 2.5 The Architect shall maintain the following insurance for the duration of this Agreement. If any of the requirements set forth below exceed the types and limits the Architect normally maintains, the Owner shall reimburse the Architect for any additional cost.

§ 2.5.1 Comprehensive General Liability with policy limits of not less than one-million dollars (\$ 1,000,000) for each occurrence and in the aggregate for bodily injury and property damage.

§ 2.5.2 Automobile Liability covering owned and rented vehicles operated by the Architect with policy limits of not less than one-million dollars (\$ 1,000,000) combined single limit and aggregate for bodily injury and property damage.

§ 2.5.3 The Architect may use umbrella or excess liability insurance to achieve the required coverage for Comprehensive General Liability and Automobile Liability, provided that such umbrella or excess insurance results in the same type of coverage as required for the individual policies.

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§ 2.5.4 Workers' Compensation at statutory limits and Employers Liability with a policy limit of not less than five hundred thousand dollars (\$ 500,000).

§ 2.5.5 Professional Liability covering the Architect's negligent acts, errors and omissions in its performance of professional services with policy limits of not less than two-million dollars (\$ 2,000,000) per claim and in the aggregate.

§ 2.5.6 The Architect shall provide to the Owner certificates of insurance evidencing compliance with the requirements in this Section 2.5. The certificates will show the Owner as an additional insured on the Comprehensive General Liability, Automobile Liability, umbrella or excess policies.

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in Article 3 and include usual and customary structural, mechanical, and electrical engineering services. Services not set forth in this Article 3 are Additional Services.

§ 3.1.1 The Architect shall manage the Architect's services, consult with the Owner, research applicable design criteria, attend Project meetings, communicate with members of the Project team and report progress to the Owner.

§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on the accuracy and completeness of services and information furnished by the Owner and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission or inconsistency in such services or information.

§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit to the Owner a schedule of the Architect's services for inclusion in the Project schedule. The schedule of the Architect's services shall include design milestone dates, anticipated dates when cost estimates or design reviews may occur, and allowances for periods of time required (1) for the Owner's review (2) for the performance of the Owner's consultants, and (3) for approval of submissions by authorities having jurisdiction over the Project.

§ 3.1.4 Once the Owner and the Architect agree to the time limits established by the Project schedule, the Owner and the Architect shall not exceed them, except for reasonable cause.

§ 3.1.5 The Architect shall not be responsible for an Owner's directive or substitution made without the Architect's approval.

§ 3.1.6 The Architect shall, at appropriate times, contact the governmental authorities required to approve the Construction Documents and the entities providing utility services to the Project. In designing the Project, the Architect shall respond to applicable design requirements imposed by such governmental authorities and by such entities providing utility services.

§ 3.1.7 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

(Paragraph deleted)

§ 3.2 SCHEMATIC DESIGN PHASE SERVICES

§ 3.2.1 The Architect shall review the program with the Owner, and shall review laws, codes, and regulations applicable to the Architect's services.

§ 3.2.2 The Architect shall evaluate the Owner's program, schedule, budget for the Cost of the Work, Project site, and the proposed procurement or delivery method and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

§ 3.2.3 The Architect shall present its preliminary evaluation to the Owner and shall discuss with the Owner alternative approaches to design and construction of the Project. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.

§ 3.2.4 Based on the Project requirements agreed upon with the Owner, the Architect shall prepare and present for the Owner's approval a preliminary design illustrating the scale and relationship of the Project components.

§ 3.2.5 Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for the Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital modeling. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

§ 3.2.5.1 The Architect shall consider environmentally responsible design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work.

§ 3.2.5.2 The Architect shall consider the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics in developing a design for the Project that is consistent with the Owner's schedule and budget for the Cost of the Work.

§ 3.2.6 The Architect shall submit the Schematic Design Documents to the Owner and the CM/GC. The Architect shall meet with the CM/GC to review the Schematic Design Documents. After completion of an initial cost estimate, the Architect shall take action as required under Section 6.4, and request the Owner's approval of the Schematic Design Documents. If revisions to the Schematic Design Documents are required to comply with the Owner's budget for the Cost of the Work at the conclusion of the Schematic Design Phase, the Architect shall incorporate the required revisions in the Design Development Phase.

(Paragraph deleted)

§ 3.3 DESIGN DEVELOPMENT PHASE SERVICES

§ 3.3.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work pursuant to Section 5.3, the Architect shall prepare Design Development Documents for the Owner's approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and such other elements as may be appropriate. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish in general their quality levels.

§ 3.3.2 Prior to the conclusion of the Design Development Phase, the Architect shall submit the Design Development Documents to the Owner and the CM/GC. The Architect shall meet with the CM/GC to review the Design Development Documents.

§ 3.3.3 Upon receipt of the CM/GC's estimate at the conclusion of the Design Development Phase, the Architect shall take action as required under Sections 6.5 and 6.6 and request the Owner's approval of the Design Development Documents.

§ 3.4 CONSTRUCTION DOCUMENTS PHASE SERVICES

§ 3.4.1 Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that in order to construct the Work the Contractor

will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

§ 3.4.2 The Architect shall incorporate into the Construction Documents the design requirements of governmental authorities having jurisdiction over the Project.

§ 3.4.3 During the development of the Construction Documents, the Architect shall assist the Owner in the development and preparation of (1) the form of agreement between the Owner and Contractor; and (2) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The Architect shall also compile a project manual that includes the Conditions of the Contract for Construction and Specifications and may include bidding requirements and sample forms.

§ 3.4.4 Prior to the conclusion of the Construction Documents Phase, the Architect shall submit the Construction Documents to the Owner and the CM/GC. The Architect shall meet with the CM/GC to review the Construction Documents.

§ 3.4.5 Upon receipt of the CM/GC's estimate at the conclusion of the Construction Documents Phase, the Architect shall take action as required under Section 6.7 and request the Owner's approval of the Construction Documents.

§ 3.5 BIDDING OR NEGOTIATION PHASE SERVICES

§ 3.5.1 GENERAL

The Architect shall assist the Owner in establishing a list of prospective contractors. Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner in (1) obtaining competitive bids; (2) confirming responsiveness of bids or; (3) determining the successful bid; and, (4) awarding and preparing contracts for construction.

§ 3.5.2 COMPETITIVE BIDDING

§ 3.5.2.1 Bidding Documents shall consist of bidding requirements and proposed Contract Documents.

§ 3.5.2.2 The Architect shall assist the Owner in bidding the Project by

- .1 facilitating the reproduction of Bidding Documents for distribution to prospective bidders,
- .2 participating in a pre-bid conference for prospective bidders, and
- .3 preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents in the form of addenda.

§ 3.5.2.3 The Architect shall consider requests for substitutions, if the Bidding Documents permit substitutions, and shall prepare and distribute addenda identifying approved substitutions to all prospective bidders.

(Paragraphs deleted)

§ 3.6 CONSTRUCTION PHASE SERVICES

§ 3.6.1 GENERAL

§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A201™-2007, General Conditions of the Contract for Construction. If the Owner and Contractor modify AIA Document A201-2007, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement.

§ 3.6.1.2 The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

§ 3.6.1.3 Subject to Section 4.3, the Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

§ 3.6.2 EVALUATIONS OF THE WORK

§ 3.6.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.3.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and report to the Owner (1) known deviations from the Contract Documents and from the most recent construction schedule, and (2) defects and deficiencies observed in the Work.

§ 3.6.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not such Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, material and equipment suppliers, their agents or employees or other persons or entities performing portions of the Work.

§ 3.6.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 3.6.2.4 Interpretations and decisions of the Architect shall be consistent with the intent of and reasonably inferable from the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

§ 3.6.2.5 Unless the Owner and Contractor designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201-2007, the Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

§ 3.6.3 CERTIFICATES FOR PAYMENT TO CONTRACTOR

§ 3.6.3.1 The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated and that the quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject (1) to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) to results of subsequent tests and inspections, (3) to correction of minor deviations from the Contract Documents prior to completion, and (4) to specific qualifications expressed by the Architect.

§ 3.6.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and material suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 3.6.3.3 The Architect shall maintain a record of the Applications and Certificates for Payment.

§ 3.6.4 SUBMITTALS

§ 3.6.4.1 The Architect shall review the Contractor's submittal schedule and shall not unreasonably delay or withhold approval. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the Architect's professional judgment to permit adequate review.

§ 3.6.4.2 In accordance with the Architect-approved submittal schedule, the Architect shall review and approve or take other appropriate action upon the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Architect, of any construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 3.6.4.3 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review shop drawings and other submittals related to the Work designed or certified by the design professional retained by the Contractor that bear such professional's seal and signature when submitted to the Architect. The Architect shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications and approvals performed or provided by such design professionals.

§ 3.6.4.4 Subject to the provisions of Section 4.3, the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth in the Contract Documents the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to requests for information.

§ 3.6.4.5 The Architect shall maintain a record of submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents.

§ 3.6.5 CHANGES IN THE WORK

§ 3.6.5.1 The Architect may authorize minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to the provisions of Section 4.3, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

§ 3.6.5.2 The Architect shall maintain records relative to changes in the Work.

§ 3.6.6 PROJECT COMPLETION

§ 3.6.6.1 The Architect shall conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion; receive from the Contractor and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and assembled by the Contractor; and issue a final Certificate for Payment based upon a final inspection indicating the Work complies with the requirements of the Contract Documents.

§ 3.6.6.2 The Architect's inspections shall be conducted with the Owner to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected.

§ 3.6.6.3 When the Work is found to be substantially complete, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

§ 3.6.6.4 The Architect shall forward to the Owner the following information received from the Contractor: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Contractor under the Contract Documents.

§ 3.6.6.5 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance.

ARTICLE 4 ADDITIONAL SERVICES

§ 4.1 Additional Services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Additional Services only if specifically designated in the table below as the Architect's responsibility, and the Owner shall compensate the Architect as provided in Section 11.2.

(Designate the Additional Services the Architect shall provide in the second column of the table below. In the third column indicate whether the service description is located in Section 4.2 or in an attached exhibit. If in an exhibit, identify the exhibit.)

Services	Responsibility (Architect, Owner or Not Provided)	Location of Service Description (Section 4.2 below or in an exhibit attached to this document and identified below)
§ 4.1.1 Programming (B202™-2009)	Architect	See 4.2.1
§ 4.1.2 Multiple preliminary designs	Architect	
§ 4.1.3 Measured drawings	Not Provided	
§ 4.1.4 Existing facilities surveys	Architect	See 4.2.2
§ 4.1.5 Site Evaluation and Planning (B203™-2007)	Not Provided	
§ 4.1.6 Building Information Modeling (E202™-2008)	Architect	See 4.2.3
§ 4.1.7 Civil engineering	Architect	See 4.2.4
§ 4.1.8 Landscape design	Architect	See 4.2.5
§ 4.1.9 Architectural Interior Design (B252™-2007)	Architect	See 4.2.6
§ 4.1.10 Value Analysis (B204™-2007)	CM/GC	
§ 4.1.11 Detailed cost estimating	CM/GC	See 4.2.7
§ 4.1.12 On-site Project Representation (B207™-2008)	Not Provided	
§ 4.1.13 Conformed construction documents	Not Provided	
§ 4.1.14 As-Designed Record drawings	Not Provided	
§ 4.1.15 As-Constructed Record drawings	Architect	In digital format
§ 4.1.16 Post occupancy evaluation	Not Provided	
§ 4.1.17 Facility Support Services (B210™-2007)	Not Provided	
§ 4.1.18 Tenant-related services	Not Provided	
§ 4.1.19 Coordination of Owner's consultants	Not Provided	
§ 4.1.20 Telecommunications/data design	Architect	See 4.2.8
§ 4.1.21 Security Evaluation and Planning (B206™-2007)	Not Provided	See 4.2.9
§ 4.1.22 Commissioning (B211™-2007)	Owner	
§ 4.1.23 Extensive environmentally responsible design	Architect	See 4.2.10
§ 4.1.24 LEED® Certification (B214™-2012)	Architect	See 4.2.10
§ 4.1.25 Historic Preservation (B205™-2007)	Not Provided	
§ 4.1.26 Furniture, Furnishings, and Equipment Design (B253™-2007)	Not Provided	

§ 4.2 Insert a description of each Additional Service designated in Section 4.1 as the Architect's responsibility, if not further described in an exhibit attached to this document.

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§ 4.2.1 Basic Services shall include usual and customary programming services.

§ 4.2.2 Basic services shall include field measurement of all four facilities and structural analysis of the Banner Furniture building, Geo-technical services are a responsibility of the owner. Environmental services, such as hazardous material investigation, evaluation and remediation, are a responsibility of the owner.

§ 4.2.3 As a part of customary design development and construction document services, the architect shall prepare a 300 level Building Information Model. Higher levels of BIM are an additional service.

§ 4.2.4 Usual and customary on and off-site civil engineering services shall be an Additional Service and a direct expense through the Architect to the Owner.

§ 4.2.5 Usual and customary on and off-site landscape architectural services shall be an Additional Service and a direct expense through the Architect to the Owner.

§ 4.2.6 Basic services shall include interior finishes and material selection services. Additional services (such as FF&E design) can be provided as an additional service.

§ 4.2.7 An independent cost estimator engaged by the architect shall provide a schematic design cost estimate after completion of that phase of the architect's services. The cost of the estimate shall be an Additional Service and a direct expense through the Architect to the Owner. All subsequent cost estimating during the design development and construction document phases shall be the responsibility of the CM/GC.

§ 4.2.8 Basic services shall include telecommunications and data design excluding Owner provided equipment.

§ 4.2.9 The Architect shall work with the Owner to implement architectural and low voltage system solutions for the normal security needs of the departments. Extensive security systems design and measures, along with equipment specification and installation, is a responsibility of the Owner.

§ 4.2.10 During programming, planning workshops, conceptual design and early schematic design, the Architect and Owner will evaluate to what degree "extensive environmentally responsible design and LEED certification" are required on the projects. At a time mutually agreeable to both parties but prior to completion of the schematic design phase, the Owner and Architect shall by letter agreement or AIA Document B214 establish sustainable features and criteria for the projects along with required certification programs and levels. As part of the letter agreement or AIA Document B214, a lump sum fee will be established for sustainable design services required during the design development, construction document and construction administration phases of the Architect's work

§ 4.3 Additional Services may be provided after execution of this Agreement, without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.3 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule.

§ 4.3.1 Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following services until the Architect receives the Owner's written authorization:

- .1 Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including, but not limited to, size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method, or bid packages in addition to those listed in Section 1.1.6;
- .2 Changing or editing previously prepared Instruments of Service necessitated by the enactment or revision of codes, laws or regulations or official interpretations;
- .3 Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;
- .4 Preparing digital data for transmission to the Owner's consultants and contractors, or to other Owner authorized recipients;
- .5 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner;

(Paragraph deleted)

- .6 Preparation for, and attendance at a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
- .7 Evaluation of the qualifications of bidders or persons providing proposals;
- .8 Consultation concerning replacement of Work resulting from fire or other cause during construction; or
- .9 Assistance to the Initial Decision Maker, if other than the Architect.

§ 4.3.2 To avoid delay in the Construction Phase, the Architect shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If the Owner subsequently determines that all or parts of those services are not required, the Owner shall give prompt written notice to the Architect, and the Owner shall have no further obligation to compensate the Architect for those services:

- .1 Reviewing a Contractor's submittal out of sequence from the submittal schedule agreed to by the Architect;
- .2 Responding to the Contractor's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation;
- .3 Preparing Change Orders, and Construction Change Directives that require evaluation of Contractor's proposals and supporting data, or the preparation or revision of Instruments of Service;
- .4 Evaluating an extensive number of Claims as the Initial Decision Maker;
- .5 Evaluating substitutions proposed by the Owner or Contractor and making subsequent revisions to Instruments of Service resulting therefrom; or
- .6 To the extent the Architect's Basic Services are affected, providing Construction Phase Services 60 days after (1) the date of Substantial Completion of the Work or (2) the anticipated date of Substantial Completion identified in Initial Information, whichever is earlier.

§ 4.3.3 The Architect shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner:

- .1 Two (2) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Contractor
- .2 Twenty (20) visits to the site by the Architect over the duration of the Project during construction
- .3 Six (6) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
- .4 Four (4) inspections for any portion of the Work to determine final completion

§ 4.3.4 If the services covered by this Agreement have not been completed within Forty-Eight (48) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program prepared with the assistance of the Architect which shall set forth the Owner's objectives, schedule, constraints and criteria, including space requirements and relationships, flexibility, expandability, special equipment, systems and site requirements

§ 5.2 The Owner shall establish and periodically update the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the budget for the Cost of the Work or in the Project's scope and quality.

§ 5.3 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

(Paragraph deleted)

§ 5.4 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 5.5 The Owner shall furnish services of geotechnical engineers, which may include but are not limited to test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 5.6 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants maintain professional liability insurance and other liability insurance as appropriate to the services provided.

§ 5.7 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 5.8 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 5.9 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

§ 5.10 Except as otherwise provided in this Agreement, or when direct communications have been specially authorized, the Owner shall endeavor to communicate with the Contractor and the Architect's consultants through the Architect about matters arising out of or relating to the Contract Documents. The Owner shall promptly notify the Architect of any direct communications that may affect the Architect's services.

§ 5.11 Before executing the Contract for Construction, the Owner shall coordinate the Architect's duties and responsibilities set forth in the Contract for Construction with the Architect's services set forth in this Agreement. The Owner shall provide the Architect a copy of the executed agreement between the Owner and CM/GC, including the General Conditions of the Contract for Construction.

§ 5.12 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect access to the Work wherever it is in preparation or progress.

(Paragraph deleted)

ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work does not include the compensation of the Architect, the costs of the land, rights-of-way, financing, contingencies for changes in the Work or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work will be determined at completion of the schematic design phase of the work (see Section 1.1.3), and may be adjusted throughout the Project as required under Sections 5.3 and 6.4. Evaluations of the Owner's budget for the Cost of the Work represent the Architect's judgment as a design professional.

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§ 6.3 The Owner shall require the CM/GC to include appropriate contingencies for design, bidding or negotiating, price escalation, and market conditions in estimates of the Cost of the Work. The Architect shall be entitled to rely on the accuracy and completeness of estimates of the Cost of the Work the CM/GC prepares as the Architect progresses with its Basic Services. The Architect shall prepare, as an Additional Service, revisions to the Drawings, Specifications or other documents required due to the CM/GC's inaccuracies or incompleteness in preparing cost estimates. The Architect may review the CM/GC's estimates solely for the Architect's guidance in completion of its services, however, the Architect shall report to the Owner any material inaccuracies and inconsistencies noted during any such review.

§ 6.4 If, prior to the conclusion of the Design Development Phase, the CM/GC's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect, in consultation with the CM/GC, shall make appropriate recommendations to the Owner to adjust the Project's size, quality or budget, and the Owner shall cooperate with the Architect in making such adjustments.

§ 6.5 If the estimate of the Cost of the Work at the conclusion of the Design Development Phase exceeds the Owner's budget for the Cost of the Work, the Owner shall

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or
- .3 implement any other mutually acceptable alternative.

§ 6.6 If the Owner chooses to proceed under Section 6.5.2, the Architect, without additional compensation, shall incorporate the required modifications in the Construction Documents Phase as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Design Development Phase Services, or the budget as adjusted under Section 6.5.1. The Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility as a Basic Service under this Article 6.

§ 6.7 After incorporation of modifications under Section 6.6, the Architect shall, as an Additional Service, make any required revisions to the Drawings, Specifications or other documents necessitated by subsequent cost estimates that exceed the Owner's budget for the Cost of the Work, except when the excess is due to changes initiated by the Architect in scope, basic systems, or the kinds and quality of materials, finishes or equipment.

ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project. If the Owner and Architect intend to transmit Instruments of Service or any other information or documentation in digital form, they shall endeavor to establish necessary protocols governing such transmissions.

§ 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

§ 7.3 Upon execution of this Agreement, the Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations, including prompt payment of all sums when due, under this Agreement. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising

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from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 GENERAL

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action, whether in contract, tort, or otherwise, against the other arising out of or related to this Agreement in accordance with the requirements of the method of binding dispute resolution selected in this Agreement within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201-2007, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents and employees of any of them similar waivers in favor of the other parties enumerated herein.

§ 8.1.3 The Architect shall indemnify and hold the Owner and the Owner's officers and employees harmless from and against damages, losses and judgments arising from claims by third parties, including reasonable attorneys' fees and expenses recoverable under applicable law, but only to the extent they are caused by the negligent acts or omissions of the Architect, its employees and its consultants in the performance of professional services under this Agreement. The Architect's duty to indemnify the Owner under this provision shall be limited to the available proceeds of insurance coverage.

§ 8.1.4 The Architect and Owner waive consequential damages for claims, disputes or other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.7.

§ 8.2 MEDIATION

§ 8.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

§ 8.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement. A request for mediation shall be made in writing, delivered to the other party to the Agreement, and filed with the person or entity administering the mediation.

§ 8.2.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be non-binding.

§ 8.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:

(Check the appropriate box. If the Owner and Architect do not select a method of binding dispute resolution below, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.)

(Paragraph deleted)

Litigation in a court of competent jurisdiction

(Paragraphs deleted)

ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Architect shall be paid all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

§ 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

§ 9.6 In the event of termination not the fault of the Architect, the Architect shall be compensated for services performed prior to termination, together with Reimbursable Expenses then due and all Termination Expenses as defined in Section 9.7.

§ 9.7 Termination Expenses are in addition to compensation for the Architect's services and include expenses directly attributable to termination for which the Architect is not otherwise compensated, plus an amount for the Architect's anticipated profit on the value of the services not performed by the Architect.

§ 9.8 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 11.9.

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201-2007, General Conditions of the Contract for Construction.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement.

§ 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services or responsibilities beyond the scope of this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Owner or Architect.

§ 10.6 Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project.

§ 10.8 If the Architect or Owner receives information specifically designated by the other party as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except to (1) its employees, (2) those who need to know the content of such information in order to perform services or construction solely and exclusively for the Project, or (3) its consultants and contractors whose contracts include similar restrictions on the use of confidential information.

§ 10.9 The Owner acknowledges that the renovation of an existing structure or the connecting of a new structure to an existing structure, necessarily requires the Architect to endeavor to evaluate or verify the location and condition of those elements of the existing structure that will be affected by the Project. Some elements of the existing structure can be adequately evaluated by non-intrusive observations. Other elements cannot be evaluated or verified without significant expense, disruption to activities in the existing structure and, at times, destroying otherwise adequate or serviceable portions of existing structure. In such events, the Architect must necessarily make professional assumptions about the location and condition of such elements. Such assumptions may be based on plans or other documents of the existing structure, construction techniques in use at the time the existing structure was built, and the opinions and memories of the Owner's current and former employees and contractors. Because construction techniques vary widely over time and by region, so some of the Architect's assumptions may necessarily be educated speculation. If actual conditions are discovered that vary from the Architect's assumptions, the Architect shall evaluate the changed conditions and prepare modifications to the Construction Documents, if any, needed to reflect the actual conditions as a Change in Service. The Owner recognizes that changes resulting from the discovery of actual conditions that vary from the Architect's assumptions may result an increase in the Cost of the Work or a delay in the construction schedule, or both. Because the risk of additional cost and delay for actual conditions that vary from the Architect's assumptions depends on the condition of the existing structure and the nature and extent of the renovation, the Owner shall consult with the Architect to ensure that the Owner's contingency fund and the Owner's float in construction schedule are sufficient to cover such costs and delays.

§ 10.10 If any required item or component is omitted from the Construction Documents due to any error or omission of the Architect or Architect's consultants, the Owner understands and agrees that the Owner would have been required to pay for such item or component if no error or omission occurred and, therefore, the Architect and Architect's consultants shall not be responsible for the cost of any such item or component. Further, the Owner understands and agrees that the Architect and Architect's consultants shall not be responsible for the cost of any change to the Project that results in an improvement, betterment, upgrade or enhancement of the Project.

ARTICLE 11 COMPENSATION

§ 11.1 For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as follows:

(Insert amount of, or basis for, compensation.)

The fee for basic services is based on the owner's budget and will be a lump sum (stipulated sum) of four hundred ninety-three thousand dollars and no cents (\$493,000.00) to be billed as listed in Article 11.5.

§ 11.2 For Additional Services designated in Section 4.1, the Owner shall compensate the Architect as follows: *(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)*

The not to exceed fee for usual and customary on and off site civil engineering services for the Twin Falls City Hall project will be \$20,000. The not to exceed fee for the Public Safety Campus will be \$10,000.

The not to exceed fee for usual and customary on and off-site landscape architectural services for the Twin Falls City Hall project will be \$15,000. The not to exceed fee for the Public Safety Campus will be \$5,000.

The not to exceed fee for a schematic design cost estimate prepared by an independent cost estimator will be \$7500.

The not to exceed fee for extensive environmentally responsible design, LEED certification or Net-Zero Energy will be two percent (2%) of the Cost of the Work as determined at the completion of schematic design. The fee will be converted to a lump sum (stipulated sum) and proportioned per Section 11.5.

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.3, the Owner shall compensate the Architect as follows: *(Insert amount of, or basis for, compensation.)*

Hourly rates as listed in Article 11.6. If the Cost of the Work is increased by the owner, the Architect shall be compensated a 9% fee for the added Cost of the Work.

§ 11.4 Compensation for Additional Services of the Architect's consultants when not included in Sections 11.2 or 11.3, shall be the amount invoiced to the Architect plus 1.1 percent (1.1 %), or as otherwise stated below:

§ 11.5 Where compensation for Basic Services is based on a stipulated sum or percentage of the Cost of the Work, the compensation for each phase of services shall be as follows:

Programming/Schematic Design Phase	Twenty percent (20	%)
Design Development Phase	Twenty percent (15	%)
Construction Documents Phase	Forty percent (40	%)
Bidding or Negotiation Phase	Two percent (2	%)
Construction Phase	Eighteen percent (23	%)
Total Basic Compensation	one hundred percent (100	%)

(Paragraph deleted)

§ 11.6 The hourly billing rates for services of the Architect and the Architect's consultants, if any, are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices.

(If applicable, attach an exhibit of hourly billing rates or insert them below.)

Employee or Category	Rate
Principal	\$160.00
Associate Principal	\$140.00
Project Manager	\$120.00
Project Architect	\$120.00
Interior Designer	\$90.00
Intern/CADD	\$85.00
Clerical Support	\$55.00

(Table deleted)

(Paragraphs deleted)

§ 11.8 COMPENSATION FOR REIMBURSABLE EXPENSES

§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

- .1 Transportation and authorized out-of-town travel and subsistence;
- .2 Long distance services, dedicated data and communication services, teleconferences, Project Web sites, and extranets;
- .3 Fees paid for securing approval of authorities having jurisdiction over the Project;
- .4 Printing, reproductions, plots, standard form documents;
- .5 Postage, handling and delivery;
- .6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
- .7 Architect's Consultant's expense of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits if the Owner requests such insurance in excess of that normally carried by the Architect's consultants;
- .8 All taxes levied on professional services and on reimbursable expenses;
- .9 Site office expenses; and
- .10 Other similar Project-related expenditures.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus 1.1 percent (1.1 %) of the expenses incurred.

§ 11.8.3 A & E Reimbursable Budget: \$30,000.00

§ 11.9

(Paragraphs deleted)

PAYMENTS TO THE ARCHITECT

(Paragraphs deleted)

§ 11.9.1 An initial payment of 0 (\$ 0.00) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

§ 11.9.2 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid thirty-one (31) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.

(Insert rate of monthly or annual interest agreed upon.)

- 12% per annum

§ 11.9.3 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 11.9.4 Records of Reimbursable Expenses, expenses pertaining to Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

§ 12.1 Special terms and conditions that modify this Agreement are as follows:

In the event the Architect is required to retain the services of an Attorney to collect any sums due under the Agreement, the Architect shall be entitled to reasonable Attorney's fee for said Attorney's services in addition to other sums due under this Agreement.

§ 12.2 The Americans with Disabilities Act (ADA) provides that it is a violation of the ADA to design and construct a facility for first occupancy later than January 26, 1993, that does not meet the accessibility and usability requirements of the ADA except where an entity can demonstrate that it is structurally impractical to meet such requirements. Owner acknowledges that the requirements of the ADA will be subject to various and possibly contradictory interpretations. The Architects, therefore, will use its best professional efforts to interpret applicable ADA requirements and other federal, state, and local laws, rules, codes, ordinances and regulations as they apply to the Project. The Architect, however, cannot and does not warranty or guarantee that Owner's project will comply with all interpretations of the ADA requirements and/or the requirements of other federal, state, and local laws, rules, codes, ordinances, and regulations as they apply to the project.

ARTICLE 13 SCOPE OF THE AGREEMENT

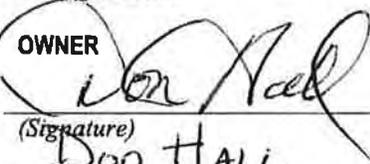
§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Architect.

§ 13.2 This Agreement is comprised of the following documents listed below:

- .1 AIA Document B103™-2007, Standard Form Agreement Between Owner and Architect
- .2 AIA Document E201™-2007, Digital Data Protocol Exhibit, if completed, or the following:

(Paragraphs deleted)

This Agreement entered into as of the day and year first written above.

OWNER


 (Signature)
 Don Hall

 (Printed name and title)

ARCHITECT


 (Signature)
 CLINT SIEVERS, ASSOCIATE

 (Printed name and title)

Init.

**TWIN FALLS CITY FACILITY IMPROVEMENTS
MASTER BUDGET / ESTIMATION OF PROBABLE COST
7-Nov-14**

BANNER BUILDING	Unit or SF	Cost / Unit		Estimated Cost
		Cost / SF		
General Tenant Improvements	29,500	\$ 75		\$ 2,212,500.00
Exterior Façade Improvements	13,250	\$ 60		\$ 795,000.00
Streetscape and Entry Plazas	1	\$ 250,000		\$ 250,000.00
Total - Construction Costs		\$110.42		\$ 3,257,500.00
Construction and Design Contingency	\$ 3,257,500.00	12%		\$390,900.00
Total - Construction Cost		\$ 123.67		\$ 3,648,400.00
Owner Related Costs	Unit or Basis	Cost / Unit		
Legal - Insurance - License	1	\$ 10,000		\$ 10,000.00
Testing & Inspection	1	\$ 10,000		\$ 10,000.00
Utility Fee - Allowance	1	\$ 5,000		\$5,000.00
Civil Topo / Survey	1	\$ 2,500		\$2,500.00
Civil Engineering	1	\$ 15,000		\$15,000.00
LEED	\$3,648,400.00	2%		\$72,968.00
Building Permit	\$3,257,500.00	0%		
Land / Building Purchase	\$ 430,000.00	1	\$ 430,000.00	
Total - Owner Related Costs				\$ 545,468.00
Design Fees	Unit or Basis			
Architect, Interior Design, Landscape Architect and Engineers (Structural, Mechanical, Electrical, Low Voltage)	\$ 3,648,400.00	9%		\$ 328,356.00
Reimbursable Costs (Printing, Etc.)	1	\$ 20,000		\$ 20,000.00
Total - Design Fees and Costs				\$ 348,356.00
Total Cost for New City Hall Project*	29,500	\$ 153.97		\$ 4,542,224.00
	42,000	\$ 108.15		

* Cost includes no inflation factor Add 3% per annum for each year beyond a March 2015 construction start

Notes

- 1 Budget does not include demolition of nearby structures, parking improvements and FFE
- 2 Includes approximately 12,000-15,000 sf for future
- 3 Budget assumes no building permit fees

EXISTING POLICE STATION REMODEL	Unit or SF	Cost / Unit		Estimated Cost
		Cost / SF		
General Tenant Improvements	15,976	\$ 70		\$ 1,118,320.00
Exterior Entrance Improvements	1	\$ 50,000		\$ 50,000.00
Site Access Improvements	1	\$ 40,000		\$ 40,000.00
Total - Construction Costs		\$75.63		\$ 1,208,320.00
Construction and Design Contingency	\$ 1,208,320.00	12%		\$144,998.40
Total - Construction Cost		\$ 84.71		\$ 1,353,318.40
Owner Related Costs	Unit or Basis	Cost / Unit		
Legal - Insurance - License	1	\$ 5,000		\$ 5,000.00
Testing & Inspection	1	\$ 5,000		\$ 5,000.00
Utility Fee - Allowance	0	\$ -		\$0.00
Civil Topo / Survey	1	\$ 1,000		\$1,000.00
Civil Engineering	1	\$ 5,000		\$5,000.00
Land Acquisition / Building Purchase	1	0		\$0.00
Building Permit	\$ 1,208,320.00	0%		
Total - Owner Related Costs				\$ 16,000.00
Design Fees	Unit or Basis			
Architect, Interior Design, Landscape Architect and Engineers (Structural, Mechanical, Electrical, Low Voltage)	\$ 1,353,318.40	8%		\$ 108,265.47
Reimbursable Costs (Printing, Etc.)	1	\$ 7,500		\$ 7,500.00
Total - Design Fees and Costs				\$ 115,765.47
Total Cost for Police Station Project*	15,976	\$ 92.96		\$ 1,485,083.87

* Cost includes no inflation factor. Add 3% per annum for each year beyond a March 2015 construction start

EXISTING CITY HALL REMODEL (LAW ENFORCEMENT)	Unit or SF	Cost / Unit		Estimated Cost
		Cost / SF		
General Tenant Improvements	11,385	\$ 50		\$ 569,250.00
Exterior Entrance and Facade Improvements	1	\$ 50,000		\$ 50,000.00
Site Access Improvements	1	\$ 10,000		\$ 10,000.00
Total - Construction Costs		\$55.27		\$ 629,250.00
Construction and Design Contingency	\$ 629,250.00	12%		\$75,510.00
Total - Construction Cost		\$ 61.90		\$ 704,760.00
Owner Related Costs	Unit or Basis	Cost / Unit		
Legal - Insurance - License	1	\$ 5,000		\$ 5,000.00
Testing & Inspection	1	\$ 5,000		\$ 5,000.00
Utility Fee - Allowance	0	\$ -		\$0.00
Civil Topo / Survey	1	\$ 1,000		\$1,000.00
Civil Engineering	1	\$ 5,000		\$5,000.00
Land Acquisition / Building Purchase	1	0		\$0.00
Building Permit	\$ 629,250.00	0%		\$ -
Total - Owner Related Costs				\$ 16,000.00
Design Fees	Unit or Basis			
Architect, Interior Design, Landscape Architect and Engineers (Structural, Mechanical, Electrical, Low Voltage)	\$ 704,760.00	8%		\$ 56,380.80
Reimbursable Costs (Printing, Etc.)	1	\$ 7,500		\$ 7,500.00
Total - Design Fees and Costs				\$ 63,880.80
Total Cost for Existing City Hall Remodel*	11,385	\$ 68.92		\$ 784,640.80

* Cost includes no inflation factor. Add 3% per annum for each year beyond a March 2015 construction start

BUDGET SUMMARY OF ALL PROJECTS	Unit or SF	Cost / SF	Estimated Cost
BANNER BUILDING	29,500	\$ 153.97	\$ 4,542,224.00
EXISTING POLICE STATION REMODEL	15,976	\$ 92.96	\$ 1,485,083.87
EXISTING CITY HALL REMODEL (LAW ENFORCEMENT)	11,385	\$ 68.92	\$ 784,640.80
TOTAL BUDGET ALL PROJECTS	56,861	\$ 119.80	\$ 6,811,948.67

NEW CITY HALL (New Structure)	Unit or SF	Cost / SF	Estimated Cost
Shell and Core	42,000	\$ 110	\$ 4,620,000.00
General Tenant Improvements	29,500	\$ 70	\$ 2,065,000.00
Streetscape and Entry Plazas	1	\$ 250,000	\$ 250,000.00
Total - Construction Costs		\$165.12	\$ 6,935,000.00
Construction and Design Contingency	\$ 6,935,000.00	12%	\$832,200.00
Total - Construction Cost		\$ 184.93	\$ 7,767,200.00
Owner Related Costs	Unit or Basis	Cost / Unit	
Legal - Insurance - License	1	\$ 10,000	\$ 10,000.00
Testing & Inspection	1	\$ 10,000	\$ 10,000.00
Utility Fee - Allowance	1	\$ 5,000	\$5,000.00
Civil Topo / Survey	1	\$ 2,500	\$2,500.00
Civil Engineering	1	\$ 20,000	\$20,000.00
LEED	\$ 7,767,200.00	2%	\$155,344.00
Building Permit	\$ 6,935,000.00	0%	\$ -
Land Purchase	\$ 400,000.00	1	\$ 400,000.00
Total - Owner Related Costs			\$ 602,844.00
Design Fees	Unit or Basis		
Architect, Interior Design, Landscape Architect and Engineers (Structural, Mechanical, Electrical, Low Voltage)	\$ 7,767,200.00	9%	\$ 699,048.00
Reimbursable Costs (Printing, Etc.)	1	\$ 15,000	\$ 15,000.00
Total - Design Fees and Costs			\$ 714,048.00
Total Cost for New City Hall Project*	42,000	\$ 216.29	\$ 9,084,092.00

EXHIBIT B
CITY OF TWIN FALLS/STARR CONSTRUCTION MANAGER AGREEMENT

C-4620



Document A133™ – 2009

Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price

AGREEMENT made as of the Fifth (5) day of October in the year Two Thousand and Fifteen (2015)

(In words, indicate day, month and year.)

BETWEEN the Owner:

(Name, legal status and address)

City of Twin Falls
321 2nd Avenue East
PO Box 1907
Twin Falls, Idaho
83301

and the Construction Manager:

(Name, legal status and address)

Starr Corporation
PO Box 46
Twin Falls, Idaho 83303

for the following Project:

(Name and address or location)

Twin Falls City Hall and Public Safety Campus
Twin Falls City Hall (Former Banner Furniture Building)
201 Main Avenue East

Public Safety Campus
321 Second Avenue East
345 Second Avenue East
356 Third Avenue East

The project provides for the construction of a modern City Hall facility with site and the renovation of three existing City owned and occupied buildings into a Public Safety Campus.

The project will be executed in phases as determined during the program and design process.

One phase includes design and construction of a New City Hall facility and surrounding area located at the corner of Hansen Street and Main Avenue in Twin Falls. Currently an existing building occupies the project site, which used to serve as the Banner Furniture building. The existing facility will be demolished, except for the structural system and any other salvageable components. Site work including sidewalks, roadwork, landscape,

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

AIA Document A201™-2007, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

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grading, etc is also included around the building. Exact extents of site work will be determined during the design process. The New City Hall is slated to house the following departments: Information Services, Human Resources, Utility Billing, Finance, Economic Development, Planning & Zoning, Building Inspections, Engineering, and Administration. A program will be established to determine detailed spaces to fit within the new structure. The project target is to be LEED Certified or Net-Zero Energy to align with current sustainable commitments and goals of the City. Final sustainable criteria will be determined during the programming and design phases of the project.

Other phases involve the master plan and remodel of the Twin Falls Public Safety Campus located near downtown. The current campus consists of the existing City Hall, Police Station, Fire Station #1, and surrounding parking area. The three buildings on the public safety campus will be master planned for both short term use and long term growth. The exact extent and timing of the remodel work on the public safety campus will be determined during the programming and design phases of the project.

The Architect:
(Name, legal status and address)

Hummel Architects PLLC
2785 N Bogus Basin Rd.
Boise, Idaho 83702

The Owner's Designated Representative:
(Name, address and other information)

The City of Twin Falls
Travis Rothweiler, City Manager
321 2nd Avenue East
Twin Falls, Idaho
83301

The Construction Manager's Designated Representative:
(Name, address and other information)

Starr Corporation
Michael Arrington
PO Box 46
Twin Falls, Idaho 83303

The Architect's Designated Representative:
(Name, address and other information)

Hummel Architects PLLC
Clint Sievers, Associate
2785 N Bogus Basin Rd.
Boise, Idaho 83702

The Owner and Construction Manager agree as follows.

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TABLE OF ARTICLES

- 1 GENERAL PROVISIONS
- 2 CONSTRUCTION MANAGER'S RESPONSIBILITIES
- 3 OWNER'S RESPONSIBILITIES
- 4 COMPENSATION AND PAYMENTS FOR PRECONSTRUCTION PHASE SERVICES
- 5 COMPENSATION FOR CONSTRUCTION PHASE SERVICES
- 6 COST OF THE WORK FOR CONSTRUCTION PHASE
- 7 PAYMENTS FOR CONSTRUCTION PHASE SERVICES
- 8 INSURANCE AND BONDS
- 9 DISPUTE RESOLUTION
- 10 TERMINATION OR SUSPENSION
- 11 MISCELLANEOUS PROVISIONS
- 12 SCOPE OF THE AGREEMENT

EXHIBIT A GUARANTEED MAXIMUM PRICE AMENDMENT

ARTICLE 1 GENERAL PROVISIONS

§ 1.1 The Contract Documents

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to the execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract and are as fully a part of the Contract as if attached to this Agreement or repeated herein. Upon the Owner's acceptance of the Construction Manager's Guaranteed Maximum Price proposal, the Contract Documents will also include the documents described in Section 2.2.3 and identified in the Guaranteed Maximum Price Amendment and revisions prepared by the Architect and furnished by the Owner as described in Section 2.2.8. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. If anything in the other Contract Documents, other than a Modification, is inconsistent with this Agreement, this Agreement shall govern.

§ 1.2 Relationship of the Parties

The Construction Manager accepts the relationship of trust and confidence established by this Agreement and covenants with the Owner to cooperate with the Architect and exercise the Construction Manager's skill and judgment in furthering the interests of the Owner; to furnish efficient construction administration, management services and supervision; to furnish at all times an adequate supply of workers and materials; and to perform the Work in an expeditious and economical manner consistent with the Owner's interests. The Owner agrees to furnish or approve, in a timely manner, information required by the Construction Manager and to make payments to the Construction Manager in accordance with the requirements of the Contract Documents.

§ 1.3 General Conditions

For the Preconstruction Phase, AIA Document A201™-2007, General Conditions of the Contract for Construction, shall apply only as specifically provided in this Agreement. For the Construction Phase, the general conditions of the contract shall be as set forth in A201-2007, which document is incorporated herein by reference. The term "Contractor" as used in A201-2007 shall mean the Construction Manager.

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ARTICLE 2 CONSTRUCTION MANAGER'S RESPONSIBILITIES

The Construction Manager's Preconstruction Phase responsibilities are set forth in Sections 2.1 and 2.2. The Construction Manager's Construction Phase responsibilities are set forth in Section 2.3. The Owner and Construction Manager may agree, in consultation with the Architect, for the Construction Phase to commence prior to completion of the Preconstruction Phase, in which case, both phases will proceed concurrently. The Construction Manager shall identify a representative authorized to act on behalf of the Construction Manager with respect to the Project.

§ 2.1 Preconstruction Phase

§ 2.1.1 The Construction Manager shall provide a preliminary evaluation of the Owner's program, schedule and construction budget requirements, each in terms of the other.

§ 2.1.2 Consultation

The Construction Manager shall schedule and conduct meetings with the Architect and Owner to discuss such matters as procedures, progress, coordination, and scheduling of the Work. The Construction Manager shall advise the Owner and the Architect on proposed site use and improvements, selection of materials, and building systems and equipment. The Construction Manager shall also provide recommendations consistent with the Project requirements to the Owner and Architect on constructability, availability of materials and labor; time requirements for procurement, installation and construction; and factors related to construction cost including, but not limited to, costs of alternative designs or materials, preliminary budgets, life-cycle data, and possible cost reductions.

§ 2.1.3 When Project requirements in Section 3.1.1 have been sufficiently identified, the Construction Manager shall prepare and periodically update a Project schedule for the Architect's review and the Owner's acceptance. The Construction Manager shall obtain the Architect's approval for the portion of the Project schedule relating to the performance of the Architect's services. The Project schedule shall coordinate and integrate the Construction Manager's services, the Architect's services, other Owner consultants' services, and the Owner's responsibilities and identify items that could affect the Project's timely completion. The updated Project schedule shall include the following: submission of the Guaranteed Maximum Price proposal; components of the Work; times of commencement and completion required of each Subcontractor; ordering and delivery of products, including those that must be ordered well in advance of construction; and the occupancy requirements of the Owner.

§ 2.1.4 Phased Construction

The Construction Manager shall provide recommendations with regard to accelerated or fast-track scheduling, procurement, or phased construction. The Construction Manager shall take into consideration cost reductions, cost information, constructability, provisions for temporary facilities and procurement and construction scheduling issues.

§ 2.1.5 Preliminary Cost Estimates

§ 2.1.5.1 Based on the preliminary design and other design criteria prepared by the Architect, the Construction Manager shall prepare preliminary estimates of the Cost of the Work or the cost of program requirements using area, volume or similar conceptual estimating techniques for the Architect's review and Owner's approval. If the Architect or Construction Manager suggests alternative materials and systems, the Construction Manager shall provide cost evaluations of those alternative materials and systems.

§ 2.1.5.2 As the Architect progresses with the preparation of the Schematic Design, Design Development and Construction Documents, the Construction Manager shall prepare and update, at appropriate intervals agreed to by the Owner, Construction Manager and Architect, estimates of the Cost of the Work of increasing detail and refinement and allowing for the further development of the design until such time as the Owner and Construction Manager agree on a Guaranteed Maximum Price for the Work. Such estimates shall be provided for the Architect's review and the Owner's approval. The Construction Manager shall inform the Owner and Architect when estimates of the Cost of the Work exceed the latest approved Project budget and make recommendations for corrective action.

§ 2.1.6 Subcontractors and Suppliers

The Construction Manager shall develop bidders' interest in the Project.

§ 2.1.7 The Construction Manager shall prepare, for the Architect's review and the Owner's acceptance, a procurement schedule for items that must be ordered well in advance of construction. The Construction Manager

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shall expedite and coordinate the ordering and delivery of materials that must be ordered well in advance of construction. If the Owner agrees to procure any items prior to the establishment of the Guaranteed Maximum Price, the Owner shall procure the items on terms and conditions acceptable to the Construction Manager. Upon the establishment of the Guaranteed Maximum Price, the Owner shall assign all contracts for these items to the Construction Manager and the Construction Manager shall thereafter accept responsibility for them.

§ 2.1.8 Extent of Responsibility

The Construction Manager shall exercise reasonable care in preparing schedules and estimates. The Construction Manager, however, does not warrant or guarantee estimates and schedules except as may be included as part of the Guaranteed Maximum Price. The Construction Manager is not required to ascertain that the Drawings and Specifications are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Construction Manager shall promptly report to the Architect and Owner any nonconformity discovered by or made known to the Construction Manager as a request for information in such form as the Architect may require.

§ 2.1.9 Notices and Compliance with Laws

The Construction Manager shall comply with applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to its performance under this Contract, and with equal employment opportunity programs, and other programs as may be required by governmental and quasi governmental authorities for inclusion in the Contract Documents.

§ 2.2 Guaranteed Maximum Price Proposal and Contract Time

§ 2.2.1 At a time to be mutually agreed upon by the Owner and the Construction Manager and in consultation with the Architect, the Construction Manager shall prepare a Guaranteed Maximum Price proposal for the Owner's review and acceptance. The Guaranteed Maximum Price in the proposal shall be the sum of the Construction Manager's estimate of the Cost of the Work, including contingencies described in Section 2.2.4, and the Construction Manager's Fee.

§ 2.2.2 To the extent that the Drawings and Specifications are anticipated to require further development by the Architect, the Construction Manager shall provide in the Guaranteed Maximum Price for such further development consistent with the Contract Documents and reasonably inferable therefrom. Such further development does not include such things as changes in scope, systems, kinds and quality of materials, finishes or equipment, all of which, if required, shall be incorporated by Change Order.

§ 2.2.3 The Construction Manager shall include with the Guaranteed Maximum Price proposal a written statement of its basis, which shall include the following:

- .1 A list of the Drawings and Specifications, including all Addenda thereto, and the Conditions of the Contract;
- .2 A list of the clarifications and assumptions made by the Construction Manager in the preparation of the Guaranteed Maximum Price proposal, including assumptions under Section 2.2.2, to supplement the information provided by the Owner and contained in the Drawings and Specifications;
- .3 A statement of the proposed Guaranteed Maximum Price, including a statement of the estimated Cost of the Work organized by trade categories or systems, allowances, contingency, and the Construction Manager's Fee;
- .4 The anticipated date of Substantial Completion upon which the proposed Guaranteed Maximum Price is based; and
- .5 A date by which the Owner must accept the Guaranteed Maximum Price.

§ 2.2.4 In preparing the Construction Manager's Guaranteed Maximum Price proposal, the Construction Manager shall include its contingency for the Construction Manager's exclusive use to cover those costs considered reimbursable as the Cost of the Work but not included in a Change Order.

§ 2.2.5 The Construction Manager shall meet with the Owner and Architect to review the Guaranteed Maximum Price proposal. In the event that the Owner and Architect discover any inconsistencies or inaccuracies in the information presented, they shall promptly notify the Construction Manager, who shall make appropriate adjustments to the Guaranteed Maximum Price proposal, its basis, or both.

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§ 2.2.6 If the Owner notifies the Construction Manager that the Owner has accepted the Guaranteed Maximum Price proposal in writing before the date specified in the Guaranteed Maximum Price proposal, the Guaranteed Maximum Price proposal shall be deemed effective without further acceptance from the Construction Manager. Following acceptance of a Guaranteed Maximum Price, the Owner and Construction Manager shall execute the Guaranteed Maximum Price Amendment amending this Agreement, a copy of which the Owner shall provide to the Architect. The Guaranteed Maximum Price Amendment shall set forth the agreed upon Guaranteed Maximum Price with the information and assumptions upon which it is based.

§ 2.2.7 The Construction Manager shall not incur any cost to be reimbursed as part of the Cost of the Work prior to the commencement of the Construction Phase, unless the Owner provides prior written authorization for such costs.

§ 2.2.8 The Owner shall authorize the Architect to provide the revisions to the Drawings and Specifications to incorporate the agreed upon assumptions and clarifications contained in the Guaranteed Maximum Price Amendment. The Owner shall promptly furnish those revised Drawings and Specifications to the Construction Manager as they are revised. The Construction Manager shall notify the Owner and Architect of any inconsistencies between the Guaranteed Maximum Price Amendment and the revised Drawings and Specifications.

§ 2.2.9 The Construction Manager shall include in the Guaranteed Maximum Price all sales, consumer, use and similar taxes for the Work provided by the Construction Manager that are legally enacted, whether or not yet effective, at the time the Guaranteed Maximum Price Amendment is executed.

§ 2.3 Construction Phase

§ 2.3.1 General

§ 2.3.1.1 For purposes of Section 8.1.2 of A201-2007, the date of commencement of the Work shall mean the date of commencement of the Construction Phase.

§ 2.3.1.2 The Construction Phase shall commence upon the Owner's acceptance of the Construction Manager's Guaranteed Maximum Price proposal or the Owner's issuance of a Notice to Proceed, whichever occurs earlier.

§ 2.3.2 Administration

§ 2.3.2.1 Those portions of the Work that the Construction Manager does not customarily perform with the Construction Manager's own personnel shall be performed under subcontracts or by other appropriate agreements with the Construction Manager. The Owner may designate specific persons from whom, or entities from which, the Construction Manager shall obtain bids. The Construction Manager shall obtain bids from Subcontractors and from suppliers of materials or equipment fabricated especially for the Work and shall deliver such bids to the Architect. The Owner shall then determine, with the advice of the Construction Manager and the Architect, which bids will be accepted. The Construction Manager shall not be required to contract with anyone to whom the Construction Manager has reasonable objection.

§ 2.3.2.2 If the Guaranteed Maximum Price has been established and when a specific bidder (1) is recommended to the Owner by the Construction Manager, (2) is qualified to perform that portion of the Work, and (3) has submitted a bid that conforms to the requirements of the Contract Documents without reservations or exceptions, but the Owner requires that another bid be accepted, then the Construction Manager may require that a Change Order be issued to adjust the Contract Time and the Guaranteed Maximum Price by the difference between the bid of the person or entity recommended to the Owner by the Construction Manager and the amount and time requirement of the subcontract or other agreement actually signed with the person or entity designated by the Owner.

§ 2.3.2.3 Subcontracts or other agreements shall conform to the applicable payment provisions of this Agreement, and shall not be awarded on the basis of cost plus a fee without the prior consent of the Owner. If the Subcontract is awarded on a cost plus a fee basis, the Construction Manager shall provide in the Subcontract for the Owner to receive the same audit rights with regard to the Subcontractor as the Owner receives with regard to the Construction Manager in Section 6.11 below.

§ 2.3.2.4 If the Construction Manager recommends a specific bidder that may be considered a "related party" according to Section 6.10, then the Construction Manager shall promptly notify the Owner in writing of such relationship and notify the Owner of the specific nature of the contemplated transaction, according to Section 6.10.2.

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§ 2.3.2.5 The Construction Manager shall schedule and conduct meetings to discuss such matters as procedures, progress, coordination, scheduling, and status of the Work. The Construction Manager shall prepare and promptly distribute minutes to the Owner and Architect.

§ 2.3.2.6 Upon the execution of the Guaranteed Maximum Price Amendment, the Construction Manager shall prepare and submit to the Owner and Architect a construction schedule for the Work and submittal schedule in accordance with Section 3.10 of A201-2007.

§ 2.3.2.7 The Construction Manager shall record the progress of the Project. On a monthly basis, or otherwise as agreed to by the Owner, the Construction Manager shall submit written progress reports to the Owner and Architect, showing percentages of completion and other information required by the Owner. The Construction Manager shall also keep, and make available to the Owner and Architect, a daily log containing a record for each day of weather, portions of the Work in progress, number of workers on site, identification of equipment on site, problems that might affect progress of the work, accidents, injuries, and other information required by the Owner.

§ 2.3.2.8 The Construction Manager shall develop a system of cost control for the Work, including regular monitoring of actual costs for activities in progress and estimates for uncompleted tasks and proposed changes. The Construction Manager shall identify variances between actual and estimated costs and report the variances to the Owner and Architect and shall provide this information in its monthly reports to the Owner and Architect, in accordance with Section 2.3.2.7 above.

§ 2.4 Professional Services

Section 3.12.10 of A201-2007 shall apply to both the Preconstruction and Construction Phases.

§ 2.5 Hazardous Materials

Section 10.3 of A201-2007 shall apply to both the Preconstruction and Construction Phases.

ARTICLE 3 OWNER'S RESPONSIBILITIES

§ 3.1 Information and Services Required of the Owner

§ 3.1.1 The Owner shall provide information with reasonable promptness, regarding requirements for and limitations on the Project, including a written program which shall set forth the Owner's objectives, constraints, and criteria, including schedule, space requirements and relationships, flexibility and expandability, special equipment, systems, sustainability and site requirements.

§ 3.1.2 Prior to the execution of the Guaranteed Maximum Price Amendment, the Construction Manager may request in writing that the Owner provide reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract. Thereafter, the Construction Manager may only request such evidence if (1) the Owner fails to make payments to the Construction Manager as the Contract Documents require, (2) a change in the Work materially changes the Contract Sum, or (3) the Construction Manager identifies in writing a reasonable concern regarding the Owner's ability to make payment when due. The Owner shall furnish such evidence as a condition precedent to commencement or continuation of the Work or the portion of the Work affected by a material change. After the Owner furnishes the evidence, the Owner shall not materially vary such financial arrangements without prior notice to the Construction Manager and Architect.

§ 3.1.3 The Owner shall establish and periodically update the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1.1, (2) the Owner's other costs, and (3) reasonable contingencies related to all of these costs. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Construction Manager and Architect. The Owner and the Architect, in consultation with the Construction Manager, shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 3.1.4 Structural and Environmental Tests, Surveys and Reports. During the Preconstruction Phase, the Owner shall furnish the following information or services with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Construction Manager's performance of the Work with reasonable promptness after receiving the Construction Manager's written request for such information or services. The Construction Manager shall be entitled to rely on the accuracy of information and services furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work.

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§ 3.1.4.1 The Owner shall furnish tests, inspections and reports required by law and as otherwise agreed to by the parties, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 3.1.4.2 The Owner shall furnish surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 3.1.4.3 The Owner, when such services are requested, shall furnish services of geotechnical engineers, which may include but are not limited to test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 3.1.4.4 During the Construction Phase, the Owner shall furnish information or services required of the Owner by the Contract Documents with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Construction Manager's performance of the Work with reasonable promptness after receiving the Construction Manager's written request for such information or services.

§ 3.2 Owner's Designated Representative

The Owner shall identify a representative authorized to act on behalf of the Owner with respect to the Project. The Owner's representative shall render decisions promptly and furnish information expeditiously, so as to avoid unreasonably delay in the services or Work of the Construction Manager. Except as otherwise provided in Section 4.2.1 of A201-2007, the Architect does not have such authority. The term "Owner" means the Owner or the Owner's authorized representative.

§ 3.2.1 Legal Requirements. The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 3.3 Architect

The Owner shall retain an Architect to provide services, duties and responsibilities as described in AIA Document B103™-2007, Standard Form of Agreement Between Owner and Architect, including any additional services requested by the Construction Manager that are necessary for the Preconstruction and Construction Phase services under this Agreement. The Owner shall provide the Construction Manager a copy of the executed agreement between the Owner and the Architect, and any further modifications to the agreement.

ARTICLE 4 COMPENSATION AND PAYMENTS FOR PRECONSTRUCTION PHASE SERVICES

§ 4.1 Compensation

§ 4.1.1 For the Construction Manager's Preconstruction Phase services, the Owner shall compensate the Construction Manager as follows:

§ 4.1.2 For the Construction Manager's Preconstruction Phase services described in Sections 2.1 and 2.2: *(Insert amount of, or basis for, compensation and include a list of reimbursable cost items, as applicable.)*

- New City Hall Phase - \$9,500
- Public Safety Campus Phase - \$6,500

§ 4.1.3 If the Preconstruction Phase services covered by this Agreement have not been completed within twelve (12) months of the date of this Agreement, through no fault of the Construction Manager, the Construction Manager's compensation for Preconstruction Phase services shall be equitably adjusted.

§ 4.1.4 Compensation based on Direct Personnel Expense includes the direct salaries of the Construction Manager's personnel providing Preconstruction Phase services on the Project and the Construction Manager's costs for the

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mandatory and customary contributions and benefits related thereto, such as employment taxes and other statutory employee benefits, insurance, sick leave, holidays, vacations, employee retirement plans and similar contributions.

§ 4.2 Payments

§ 4.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed.

§ 4.2.2 Payments are due and payable upon presentation of the Construction Manager's invoice. Amounts unpaid forty-five (45) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Construction Manager.
(Insert rate of monthly or annual interest agreed upon.)

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ARTICLE 5 COMPENSATION FOR CONSTRUCTION PHASE SERVICES

§ 5.1 For the Construction Manager's performance of the Work as described in Section 2.3, the Owner shall pay the Construction Manager the Contract Sum in current funds. The Contract Sum is the Cost of the Work as defined in Section 6.1.1 plus the Construction Manager's Fee.

§ 5.1.1 The Construction Manager's Fee:

(State a lump sum, percentage of Cost of the Work or other provision for determining the Construction Manager's Fee.)

Fixed fee established upon the execution of Exhibit A in an amount of three and three quarter percent of the Owner approved estimated Cost of the Work up to \$9,000,000. (3.75%). For an approved estimated Cost of the Work over \$9,000,000, a fixed fee established upon the execution of Exhibit A in an amount of three and one half percent. (3.5%)

§ 5.1.2 The method of adjustment of the Construction Manager's Fee for changes in the Work:

Three and three quarter (3.75%) or three and one half percent (3.5%) of the Owner approved estimated Cost of the Work, based on Article 5.1.1.

§ 5.1.3 Limitations, if any, on a Subcontractor's overhead and profit for increases in the cost of its portion of the Work:

Ten percent (10%) for any increase up to \$10,000. Five percent (5%) for any increase over \$10,000.

§ 5.1.4 Rental rates for Construction Manager-owned equipment shall not exceed eighty percent (80 %) of the standard rate paid at the place of the Project.

§ 5.1.5 Unit prices, if any:

(Identify and state the unit price; state the quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price per Unit (\$0.00)
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§ 5.2 Guaranteed Maximum Price

§ 5.2.1 The Construction Manager guarantees that the Contract Sum shall not exceed the Guaranteed Maximum Price set forth in the Guaranteed Maximum Price Amendment, as it is amended from time to time. To the extent the Cost of the Work exceeds the Guaranteed Maximum Price, the Construction Manager shall bear such costs in excess of the Guaranteed Maximum Price without reimbursement or additional compensation from the Owner.

(Insert specific provisions if the Construction Manager is to participate in any savings.)

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§ 5.2.2 The Guaranteed Maximum Price is subject to additions and deductions by Change Order as provided in the Contract Documents and the Date of Substantial Completion shall be subject to adjustment as provided in the Contract Documents.

§ 5.3 Changes in the Work

§ 5.3.1 The Owner may, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions. The Owner shall issue such changes in writing. The Architect may make minor changes in the Work as provided in Section 7.4 of AIA Document A201-2007, General Conditions of the Contract for Construction. The Construction Manager shall be entitled to an equitable adjustment in the Contract Time as a result of changes in the Work.

§ 5.3.2 Adjustments to the Guaranteed Maximum Price on account of changes in the Work subsequent to the execution of the Guaranteed Maximum Price Amendment may be determined by any of the methods listed in Section 7.3.3 of AIA Document A201-2007, General Conditions of the Contract for Construction.

§ 5.3.3 In calculating adjustments to subcontracts (except those awarded with the Owner's prior consent on the basis of cost plus a fee), the terms "cost" and "fee" as used in Section 7.3.3.3 of AIA Document A201-2007 and the term "costs" as used in Section 7.3.7 of AIA Document A201-2007 shall have the meanings assigned to them in AIA Document A201-2007 and shall not be modified by Sections 5.1 and 5.2, Sections 6.1 through 6.7, and Section 6.8 of this Agreement. Adjustments to subcontracts awarded with the Owner's prior consent on the basis of cost plus a fee shall be calculated in accordance with the terms of those subcontracts.

§ 5.3.4 In calculating adjustments to the Guaranteed Maximum Price, the terms "cost" and "costs" as used in the above-referenced provisions of AIA Document A201-2007 shall mean the Cost of the Work as defined in Sections 6.1 to 6.7 of this Agreement and the term "fee" shall mean the Construction Manager's Fee as defined in Section 5.1 of this Agreement.

§ 5.3.5 If no specific provision is made in Section 5.1.2 for adjustment of the Construction Manager's Fee in the case of changes in the Work, or if the extent of such changes is such, in the aggregate, that application of the adjustment provisions of Section 5.1.2 will cause substantial inequity to the Owner or Construction Manager, the Construction Manager's Fee shall be equitably adjusted on the same basis that was used to establish the Fee for the original Work, and the Guaranteed Maximum Price shall be adjusted accordingly.

ARTICLE 6 COST OF THE WORK FOR CONSTRUCTION PHASE

§ 6.1 Costs to Be Reimbursed

§ 6.1.1 The term Cost of the Work shall mean costs necessarily incurred by the Construction Manager in the proper performance of the Work. Such costs shall be at rates not higher than the standard paid at the place of the Project except with prior consent of the Owner. The Cost of the Work shall include only the items set forth in Sections 6.1 through 6.7.

§ 6.1.2 Where any cost is subject to the Owner's prior approval, the Construction Manager shall obtain this approval prior to incurring the cost. The parties shall endeavor to identify any such costs prior to executing Guaranteed Maximum Price Amendment.

§ 6.2 Labor Costs

§ 6.2.1 Wages of construction workers directly employed by the Construction Manager to perform the construction of the Work at the site or, with the Owner's prior approval, at off-site workshops.

§ 6.2.2 Wages or salaries of the Construction Manager's supervisory and administrative personnel when stationed at the site with the Owner's prior approval.

(If it is intended that the wages or salaries of certain personnel stationed at the Construction Manager's principal or other offices shall be included in the Cost of the Work, identify in Section 11.5, the personnel to be included, whether for all or only part of their time, and the rates at which their time will be charged to the Work.)

§ 6.2.3 Wages and salaries of the Construction Manager's supervisory or administrative personnel engaged at factories, workshops or on the road, in expediting the production or transportation of materials or equipment required for the Work, but only for that portion of their time required for the Work.

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§ 6.2.4 Costs paid or incurred by the Construction Manager for taxes, insurance, contributions, assessments and benefits required by law or collective bargaining agreements and, for personnel not covered by such agreements, customary benefits such as sick leave, medical and health benefits, holidays, vacations and pensions, provided such costs are based on wages and salaries included in the Cost of the Work under Sections 6.2.1 through 6.2.3.

§ 6.2.5 Bonuses, profit sharing, incentive compensation and any other discretionary payments paid to anyone hired by the Construction Manager or paid to any Subcontractor or vendor, with the Owner's prior approval.

§ 6.3 Subcontract Costs

Payments made by the Construction Manager to Subcontractors in accordance with the requirements of the subcontracts.

§ 6.4 Costs of Materials and Equipment Incorporated in the Completed Construction

§ 6.4.1 Costs, including transportation and storage, of materials and equipment incorporated or to be incorporated in the completed construction.

§ 6.4.2 Costs of materials described in the preceding Section 6.4.1 in excess of those actually installed to allow for reasonable waste and spoilage. Unused excess materials, if any, shall become the Owner's property at the completion of the Work or, at the Owner's option, shall be sold by the Construction Manager. Any amounts realized from such sales shall be credited to the Owner as a deduction from the Cost of the Work.

§ 6.5 Costs of Other Materials and Equipment, Temporary Facilities and Related Items

§ 6.5.1 Costs of transportation, storage, installation, maintenance, dismantling and removal of materials, supplies, temporary facilities, machinery, equipment and hand tools not customarily owned by construction workers that are provided by the Construction Manager at the site and fully consumed in the performance of the Work. Costs of materials, supplies, temporary facilities, machinery, equipment and tools that are not fully consumed shall be based on the cost or value of the item at the time it is first used on the Project site less the value of the item when it is no longer used at the Project site. Costs for items not fully consumed by the Construction Manager shall mean fair market value.

§ 6.5.2 Rental charges for temporary facilities, machinery, equipment and hand tools not customarily owned by construction workers that are provided by the Construction Manager at the site and costs of transportation, installation, minor repairs, dismantling and removal. The total rental cost of any Construction Manager-owned item may not exceed the purchase price of any comparable item. Rates of Construction Manager-owned equipment and quantities of equipment shall be subject to the Owner's prior approval.

§ 6.5.3 Costs of removal of debris from the site of the Work and its proper and legal disposal.

§ 6.5.4 Costs of document reproductions, facsimile transmissions and long-distance telephone calls, postage and parcel delivery charges, telephone service at the site and reasonable petty cash expenses of the site office.

§ 6.5.5 That portion of the reasonable expenses of the Construction Manager's supervisory or administrative personnel incurred while traveling in discharge of duties connected with the Work.

§ 6.5.6 Costs of materials and equipment suitably stored off the site at a mutually acceptable location, subject to the Owner's prior approval.

§ 6.6 Miscellaneous Costs

§ 6.6.1 Premiums for that portion of insurance and bonds required by the Contract Documents that can be directly attributed to this Contract. Self-insurance for either full or partial amounts of the coverages required by the Contract Documents, with the Owner's prior approval.

§ 6.6.2 Sales, use or similar taxes imposed by a governmental authority that are related to the Work and for which the Construction Manager is liable.

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§ 6.6.3 Fees and assessments for the building permit and for other permits, licenses and inspections for which the Construction Manager is required by the Contract Documents to pay.

§ 6.6.4 Fees of laboratories for tests required by the Contract Documents, except those related to defective or nonconforming Work for which reimbursement is excluded by Section 13.5.3 of AIA Document A201-2007 or by other provisions of the Contract Documents, and which do not fall within the scope of Section 6.7.3.

§ 6.6.5 Royalties and license fees paid for the use of a particular design, process or product required by the Contract Documents; the cost of defending suits or claims for infringement of patent rights arising from such requirement of the Contract Documents; and payments made in accordance with legal judgments against the Construction Manager resulting from such suits or claims and payments of settlements made with the Owner's consent. However, such costs of legal defenses, judgments and settlements shall not be included in the calculation of the Construction Manager's Fee or subject to the Guaranteed Maximum Price. If such royalties, fees and costs are excluded by the last sentence of Section 3.17 of AIA Document A201-2007 or other provisions of the Contract Documents, then they shall not be included in the Cost of the Work.

§ 6.6.6 Costs for electronic equipment and software, directly related to the Work with the Owner's prior approval.

§ 6.6.7 Deposits lost for causes other than the Construction Manager's negligence or failure to fulfill a specific responsibility in the Contract Documents.

§ 6.6.8 Legal, mediation and arbitration costs, including attorneys' fees, other than those arising from disputes between the Owner and Construction Manager, reasonably incurred by the Construction Manager after the execution of this Agreement in the performance of the Work and with the Owner's prior approval, which shall not be unreasonably withheld.

§ 6.6.9 Subject to the Owner's prior approval, expenses incurred in accordance with the Construction Manager's standard written personnel policy for relocation and temporary living allowances of the Construction Manager's personnel required for the Work.

§ 6.7 Other Costs and Emergencies

§ 6.7.1 Other costs incurred in the performance of the Work if, and to the extent, approved in advance in writing by the Owner.

§ 6.7.2 Costs incurred in taking action to prevent threatened damage, injury or loss in case of an emergency affecting the safety of persons and property, as provided in Section 10.4 of AIA Document A201-2007.

§ 6.7.3 Costs of repairing or correcting damaged or nonconforming Work executed by the Construction Manager, Subcontractors or suppliers, provided that such damaged or nonconforming Work was not caused by negligence or failure to fulfill a specific responsibility of the Construction Manager and only to the extent that the cost of repair or correction is not recovered by the Construction Manager from insurance, sureties, Subcontractors, suppliers, or others.

§ 6.7.4 The costs described in Sections 6.1 through 6.7 shall be included in the Cost of the Work, notwithstanding any provision of AIA Document A201-2007 or other Conditions of the Contract which may require the Construction Manager to pay such costs, unless such costs are excluded by the provisions of Section 6.8.

§ 6.8 Costs Not To Be Reimbursed

§ 6.8.1 The Cost of the Work shall not include the items listed below:

- .1 Salaries and other compensation of the Construction Manager's personnel stationed at the Construction Manager's principal office or offices other than the site office, except as specifically provided in Section 6.2, or as may be provided in Article 11;
- .2 Expenses of the Construction Manager's principal office and offices other than the site office;
- .3 Overhead and general expenses, except as may be expressly included in Sections 6.1 to 6.7;
- .4 The Construction Manager's capital expenses, including interest on the Construction Manager's capital employed for the Work;

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- .5 Except as provided in Section 6.7.3 of this Agreement, costs due to the negligence or failure of the Construction Manager, Subcontractors and suppliers or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable to fulfill a specific responsibility of the Contract;
- .6 Any cost not specifically and expressly described in Sections 6.1 to 6.7;
- .7 Costs, other than costs included in Change Orders approved by the Owner, that would cause the Guaranteed Maximum Price to be exceeded; and
- .8 Costs for services incurred during the Preconstruction Phase.

§ 6.9 Discounts, Rebates and Refunds

§ 6.9.1 Cash discounts obtained on payments made by the Construction Manager shall accrue to the Owner if (1) before making the payment, the Construction Manager included them in an Application for Payment and received payment from the Owner, or (2) the Owner has deposited funds with the Construction Manager with which to make payments; otherwise, cash discounts shall accrue to the Construction Manager. Trade discounts, rebates, refunds and amounts received from sales of surplus materials and equipment shall accrue to the Owner, and the Construction Manager shall make provisions so that they can be obtained.

§ 6.9.2 Amounts that accrue to the Owner in accordance with the provisions of Section 6.9.1 shall be credited to the Owner as a deduction from the Cost of the Work.

§ 6.10 Related Party Transactions

§ 6.10.1 For purposes of Section 6.10, the term "related party" shall mean a parent, subsidiary, affiliate or other entity having common ownership or management with the Construction Manager; any entity in which any stockholder in, or management employee of, the Construction Manager owns any interest in excess of ten percent in the aggregate; or any person or entity which has the right to control the business or affairs of the Construction Manager. The term "related party" includes any member of the immediate family of any person identified above.

§ 6.10.2 If any of the costs to be reimbursed arise from a transaction between the Construction Manager and a related party, the Construction Manager shall notify the Owner of the specific nature of the contemplated transaction, including the identity of the related party and the anticipated cost to be incurred, before any such transaction is consummated or cost incurred. If the Owner, after such notification, authorizes the proposed transaction, then the cost incurred shall be included as a cost to be reimbursed, and the Construction Manager shall procure the Work, equipment, goods or service from the related party, as a Subcontractor, according to the terms of Sections 2.3.2.1, 2.3.2.2 and 2.3.2.3. If the Owner fails to authorize the transaction, the Construction Manager shall procure the Work, equipment, goods or service from some person or entity other than a related party according to the terms of Sections 2.3.2.1, 2.3.2.2 and 2.3.2.3.

§ 6.11 Accounting Records

The Construction Manager shall keep full and detailed records and accounts related to the cost of the Work and exercise such controls as may be necessary for proper financial management under this Contract and to substantiate all costs incurred. The accounting and control systems shall be satisfactory to the Owner. The Owner and the Owner's auditors shall, during regular business hours and upon reasonable notice, be afforded access to, and shall be permitted to audit and copy, the Construction Manager's records and accounts, including complete documentation supporting accounting entries, books, correspondence, instructions, drawings, receipts, subcontracts, Subcontractor's proposals, purchase orders, vouchers, memoranda and other data relating to this Contract. The Construction Manager shall preserve these records for a period of three years after final payment, or for such longer period as may be required by law.

ARTICLE 7 PAYMENTS FOR CONSTRUCTION PHASE SERVICES

§ 7.1 Progress Payments

§ 7.1.1 Based upon Applications for Payment submitted to the Architect by the Construction Manager and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Construction Manager as provided below and elsewhere in the Contract Documents.

§ 7.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

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§ 7.1.3 Provided that an Application for Payment is received by the Architect not later than the first day of a month, the Owner shall make payment of the certified amount to the Construction Manager not later than the first day of the following month. If an Application for Payment is received by the Architect after the application date fixed above, payment shall be made by the Owner not later than thirty (30) days after the Architect receives the Application for Payment.

(Federal, state or local laws may require payment within a certain period of time.)

§ 7.1.4 With each Application for Payment, the Construction Manager shall submit payrolls, petty cash accounts, receipted invoices or invoices with check vouchers attached, and any other evidence required by the Owner or Architect to demonstrate that cash disbursements already made by the Construction Manager on account of the Cost of the Work equal or exceed progress payments already received by the Construction Manager, less that portion of those payments attributable to the Construction Manager's Fee, plus payrolls for the period covered by the present Application for Payment.

§ 7.1.5 Each Application for Payment shall be based on the most recent schedule of values submitted by the Construction Manager in accordance with the Contract Documents. The schedule of values shall allocate the entire Guaranteed Maximum Price among the various portions of the Work, except that the Construction Manager's Fee shall be shown as a single separate item. The schedule of values shall be prepared in such form and supported by such data to substantiate its accuracy as the Architect may require. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Construction Manager's Applications for Payment.

§ 7.1.6 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment. The percentage of completion shall be the lesser of (1) the percentage of that portion of the Work which has actually been completed, or (2) the percentage obtained by dividing (a) the expense that has actually been incurred by the Construction Manager on account of that portion of the Work for which the Construction Manager has made or intends to make actual payment prior to the next Application for Payment by (b) the share of the Guaranteed Maximum Price allocated to that portion of the Work in the schedule of values.

§ 7.1.7 Subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

- .1 Take that portion of the Guaranteed Maximum Price properly allocable to completed Work as determined by multiplying the percentage of completion of each portion of the Work by the share of the Guaranteed Maximum Price allocated to that portion of the Work in the schedule of values. Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute shall be included as provided in Section 7.3.9 of AIA Document A201-2007;
- .2 Add that portion of the Guaranteed Maximum Price properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work, or if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing;
- .3 Add the Construction Manager's Fee, less retainage of five percent (5 %). The Construction Manager's Fee shall be computed upon the Cost of the Work at the rate stated in Section 5.1 or, if the Construction Manager's Fee is stated as a fixed sum in that Section, shall be an amount that bears the same ratio to that fixed-sum fee as the Cost of the Work bears to a reasonable estimate of the probable Cost of the Work upon its completion;
- .4 Subtract retainage of five percent (5 %) from that portion of the Work that the Construction Manager self-performs;
- .5 Subtract the aggregate of previous payments made by the Owner;
- .6 Subtract the shortfall, if any, indicated by the Construction Manager in the documentation required by Section 7.1.4 to substantiate prior Applications for Payment, or resulting from errors subsequently discovered by the Owner's auditors in such documentation; and
- .7 Subtract amounts, if any, for which the Architect has withheld or nullified a Certificate for Payment as provided in Section 9.5 of AIA Document A201-2007.

§ 7.1.8 The Owner and Construction Manager shall agree upon (1) a mutually acceptable procedure for review and approval of payments to Subcontractors and (2) the percentage of retainage held on Subcontracts, and the Construction Manager shall execute subcontracts in accordance with those agreements.

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§ 7.1.9 Except with the Owner's prior approval, the Construction Manager shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

§ 7.1.10 In taking action on the Construction Manager's Applications for Payment, the Architect shall be entitled to rely on the accuracy and completeness of the information furnished by the Construction Manager and shall not be deemed to represent that the Architect has made a detailed examination, audit or arithmetic verification of the documentation submitted in accordance with Section 7.1.4 or other supporting data; that the Architect has made exhaustive or continuous on-site inspections; or that the Architect has made examinations to ascertain how or for what purposes the Construction Manager has used amounts previously paid on account of the Contract. Such examinations, audits and verifications, if required by the Owner, will be performed by the Owner's auditors acting in the sole interest of the Owner.

§ 7.2 Final Payment

§ 7.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Construction Manager when

- 1 the Construction Manager has fully performed the Contract except for the Construction Manager's responsibility to correct Work as provided in Section 12.2.2 of AIA Document A201-2007, and to satisfy other requirements, if any, which extend beyond final payment;
- 2 the Construction Manager has submitted a final accounting for the Cost of the Work and a final Application for Payment; and
- 3 a final Certificate for Payment has been issued by the Architect.

The Owner's final payment to the Construction Manager shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment, or as follows:

§ 7.2.2 The Owner's auditors will review and report in writing on the Construction Manager's final accounting within 30 days after delivery of the final accounting to the Architect by the Construction Manager. Based upon such Cost of the Work as the Owner's auditors report to be substantiated by the Construction Manager's final accounting, and provided the other conditions of Section 7.2.1 have been met, the Architect will, within seven days after receipt of the written report of the Owner's auditors, either issue to the Owner a final Certificate for Payment with a copy to the Construction Manager, or notify the Construction Manager and Owner in writing of the Architect's reasons for withholding a certificate as provided in Section 9.5.1 of the AIA Document A201-2007. The time periods stated in this Section supersede those stated in Section 9.4.1 of the AIA Document A201-2007. The Architect is not responsible for verifying the accuracy of the Construction Manager's final accounting.

§ 7.2.3 If the Owner's auditors report the Cost of the Work as substantiated by the Construction Manager's final accounting to be less than claimed by the Construction Manager, the Construction Manager shall be entitled to request mediation of the disputed amount without seeking an initial decision pursuant to Section 15.2 of A201-2007. A request for mediation shall be made by the Construction Manager within 30 days after the Construction Manager's receipt of a copy of the Architect's final Certificate for Payment. Failure to request mediation within this 30-day period shall result in the substantiated amount reported by the Owner's auditors becoming binding on the Construction Manager. Pending a final resolution of the disputed amount, the Owner shall pay the Construction Manager the amount certified in the Architect's final Certificate for Payment.

§ 7.2.4 If, subsequent to final payment and at the Owner's request, the Construction Manager incurs costs described in Section 6.1.1 and not excluded by Section 6.8 to correct defective or nonconforming Work, the Owner shall reimburse the Construction Manager such costs and the Construction Manager's Fee applicable thereto on the same basis as if such costs had been incurred prior to final payment, but not in excess of the Guaranteed Maximum Price. If the Construction Manager has participated in savings as provided in Section 5.2.1, the amount of such savings shall be recalculated and appropriate credit given to the Owner in determining the net amount to be paid by the Owner to the Construction Manager.

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ARTICLE 8 INSURANCE AND BONDS

For all phases of the Project, the Construction Manager and the Owner shall purchase and maintain insurance, and the Construction Manager shall provide bonds as set forth in Article 11 of AIA Document A201-2007.

(State bonding requirements, if any, and limits of liability for insurance required in Article 11 of AIA Document A201-2007.)

Type of Insurance or Bond	Limit of Liability or Bond Amount (\$0.00)
Performance and Payment Bonds	100% of GMP
Builder's Risk Insurance	
General Liability – general aggregate	\$2,000,000 general aggregate
General Liability – each occurrence	\$1,000,000 each occurrence
Automobile Liability	\$1,000,000 combined single limit
Umbrella Liability	\$6,000,000 general aggregate and each occurrence
Worker's Compensation	\$500,000 each accident

ARTICLE 9 DISPUTE RESOLUTION

§ 9.1 Any Claim between the Owner and Construction Manager shall be resolved in accordance with the provisions set forth in this Article 9 and Article 15 of A201-2007. However, for Claims arising from or relating to the Construction Manager's Preconstruction Phase services, no decision by the Initial Decision Maker shall be required as a condition precedent to mediation or binding dispute resolution, and Section 9.3 of this Agreement shall not apply.

§ 9.2 For any Claim subject to, but not resolved by mediation pursuant to Section 15.3 of AIA Document A201-2007, the method of binding dispute resolution shall be as follows:

(Check the appropriate box. If the Owner and Construction Manager do not select a method of binding dispute resolution below, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.)

- Arbitration pursuant to Section 15.4 of AIA Document A201-2007
- Litigation in a court of competent jurisdiction
- Other: *(Specify)*

§ 9.3 Initial Decision Maker

The Architect will serve as the Initial Decision Maker pursuant to Section 15.2 of AIA Document A201-2007 for Claims arising from or relating to the Construction Manager's Construction Phase services, unless the parties appoint below another individual, not a party to the Agreement, to serve as the Initial Decision Maker.

(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)

ARTICLE 10 TERMINATION OR SUSPENSION

§ 10.1 Termination Prior to Establishment of the Guaranteed Maximum Price

§ 10.1.1 Prior to the execution of the Guaranteed Maximum Price Amendment, the Owner may terminate this Agreement upon not less than seven days' written notice to the Construction Manager for the Owner's convenience and without cause, and the Construction Manager may terminate this Agreement, upon not less than seven days' written notice to the Owner, for the reasons set forth in Section 14.1.1 of A201-2007.

§ 10.1.2 In the event of termination of this Agreement pursuant to Section 10.1.1, the Construction Manager shall be equitably compensated for Preconstruction Phase services performed prior to receipt of a notice of termination. In no

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event shall the Construction Manager's compensation under this Section exceed the compensation set forth in Section 4.1.

§ 10.1.3 If the Owner terminates the Contract pursuant to Section 10.1.1 after the commencement of the Construction Phase but prior to the execution of the Guaranteed Maximum Price Amendment, the Owner shall pay to the Construction Manager an amount calculated as follows, which amount shall be in addition to any compensation paid to the Construction Manager under Section 10.1.2:

- .1 Take the Cost of the Work incurred by the Construction Manager to the date of termination;
- .2 Add the Construction Manager's Fee computed upon the Cost of the Work to the date of termination at the rate stated in Section 5.1 or, if the Construction Manager's Fee is stated as a fixed sum in that Section, an amount that bears the same ratio to that fixed-sum Fee as the Cost of the Work at the time of termination bears to a reasonable estimate of the probable Cost of the Work upon its completion; and
- .3 Subtract the aggregate of previous payments made by the Owner for Construction Phase services.

The Owner shall also pay the Construction Manager fair compensation, either by purchase or rental at the election of the Owner, for any equipment owned by the Construction Manager which the Owner elects to retain and which is not otherwise included in the Cost of the Work under Section 10.1.3.1. To the extent that the Owner elects to take legal assignment of subcontracts and purchase orders (including rental agreements), the Construction Manager shall, as a condition of receiving the payments referred to in this Article 10, execute and deliver all such papers and take all such steps, including the legal assignment of such subcontracts and other contractual rights of the Construction Manager, as the Owner may require for the purpose of fully vesting in the Owner the rights and benefits of the Construction Manager under such subcontracts or purchase orders. All Subcontracts, purchase orders and rental agreements entered into by the Construction Manager will contain provisions allowing for assignment to the Owner as described above.

If the Owner accepts assignment of subcontracts, purchase orders or rental agreements as described above, the Owner will reimburse or indemnify the Construction Manager for all costs arising under the subcontract, purchase order or rental agreement, if those costs would have been reimbursable as Cost of the Work if the contract had not been terminated. If the Owner chooses not to accept assignment of any subcontract, purchase order or rental agreement that would have constituted a Cost of the Work had this agreement not been terminated, the Construction Manager will terminate the subcontract, purchase order or rental agreement and the Owner will pay the Construction Manager the costs necessarily incurred by the Construction Manager because of such termination.

§ 10.2 Termination Subsequent to Establishing Guaranteed Maximum Price

Following execution of the Guaranteed Maximum Price Amendment and subject to the provisions of Section 10.2.1 and 10.2.2 below, the Contract may be terminated as provided in Article 14 of AIA Document A201-2007.

§ 10.2.1 If the Owner terminates the Contract after execution of the Guaranteed Maximum Price Amendment, the amount payable to the Construction Manager pursuant to Sections 14.2 and 14.4 of A201-2007 shall not exceed the amount the Construction Manager would otherwise have received pursuant to Sections 10.1.2 and 10.1.3 of this Agreement.

§ 10.2.2 If the Construction Manager terminates the Contract after execution of the Guaranteed Maximum Price Amendment, the amount payable to the Construction Manager under Section 14.1.3 of A201-2007 shall not exceed the amount the Construction Manager would otherwise have received under Sections 10.1.2 and 10.1.3 above, except that the Construction Manager's Fee shall be calculated as if the Work had been fully completed by the Construction Manager, utilizing as necessary a reasonable estimate of the Cost of the Work for Work not actually completed.

§ 10.3 Suspension

The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201-2007. In such case, the Guaranteed Maximum Price and Contract Time shall be increased as provided in Section 14.3.2 of AIA Document A201-2007, except that the term "profit" shall be understood to mean the Construction Manager's Fee as described in Sections 5.1 and 5.3.5 of this Agreement.

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ARTICLE 11 MISCELLANEOUS PROVISIONS

§ 11.1 Terms in this Agreement shall have the same meaning as those in A201-2007.

§ 11.2 Ownership and Use of Documents

Section 1.5 of A201-2007 shall apply to both the Preconstruction and Construction Phases.

§ 11.3 Governing Law

Section 13.1 of A201-2007 shall apply to both the Preconstruction and Construction Phases.

§ 11.4 Assignment

The Owner and Construction Manager, respectively, bind themselves, their agents, successors, assigns and legal representatives to this Agreement. Neither the Owner nor the Construction Manager shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement. Except as provided in Section 13.2.2 of A201-2007, neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make such an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

§ 11.5 Other provisions:

ARTICLE 12 SCOPE OF THE AGREEMENT

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

§ 12.2 The following documents comprise the Agreement:

- .1 AIA Document A133-2009, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price
- .2 AIA Document A201-2007, General Conditions of the Contract for Construction
- .3 AIA Document E201™-2007, Digital Data Protocol Exhibit, if completed, or the following:

- .4 AIA Document E202™-2008, Building Information Modeling Protocol Exhibit, if completed, or the following:

- .5 Other documents:
(List other documents, if any, forming part of the Agreement.)

This Agreement is entered into as of the day and year first written above.


OWNER (Signature)


CONSTRUCTION MANAGER (Signature)

Travis Rothweiler City Manager
(Printed name and title)

Michael Arrington Starr Corporation
(Printed name and title)

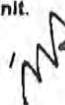
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EXHIBIT C
TWIN FALLS URA/OTAK PROFESSIONAL SERVICES AGREEMENT

Professional Services Agreement



Portland Global Partner

Project

Client

808 SW Third Avenue,
Suite 300
Portland, OR 97204
(503) 287-6825
www.otak.com

**Location and
Description**

Main Avenue Area Redesign—
Contract for Final Design/Engineering **Project #** 32443.A00

Twin Falls Urban Renewal Agency

321 2nd Avenue East, Twin Falls, ID 83301

Professional services for Main Ave. Area Project, Twin Falls, ID

See Attachment A for description of project elements and limits

Terms and Conditions

1. This Professional Services Agreement ("Agreement") is entered into between Client and the Otak entity specified on the signature line below ("Otak"). Otak agrees to furnish and perform those professional services specified in the Attachment A, Scope of Services, dated August 19, 2015. Also refer to Attachment B—Potential Project Phasing and Attachment C—Otak Team Member Qualifications.
2. Client agrees to compensate Otak for the professional services provided on a monthly basis for \$895,584.00 including labor and reimbursable expenses, to be paid on the basis of lump sum not to exceed that amount. Payments will be made on a monthly basis based on the percentage complete of the total lump sum amount. The estimated fee will not be exceeded without prior written authorization. All labor costs and expenses (including in-house direct expenses and outsourced/subconsultant expenses) will be invoiced on a monthly basis as part of the lump sum billing.
3. Upon execution of this Agreement, Client shall pay Otak \$0.00, to be applied against the last invoice(s).
4. Only those items specifically identified in the attached scope of work are included in the estimated fees. If the project is materially changed, or if Client desires other professional services not already included in this Agreement, then additional compensation shall be paid to Otak, which shall be subject to negotiation by both parties. The terms of the Agreement shall apply to such additional services.
5. All invoices are payable within 30 days of receipt of such invoices. Failure to pay an invoice when due shall constitute default, and interest at 18% per annum shall be payable on all such invoices from the date such invoices become due. In the event of a default, Otak may elect to suspend all professional services under this Agreement until such invoice is paid in full, and may elect to terminate this Agreement as of the 30th day of default. Otak shall not be liable for any damages or costs, including, but not limited to, direct, indirect, incidental, consequential or exemplary damages, suffered by Client, his subcontractors, agents, employees and assigns as a result of any suspension or termination. In the event of a suspension, Otak may, in its discretion, require an additional deposit in an amount equal to any amount Client has failed to pay as a condition to resuming performance. Any such deposit will be applied as set forth in Paragraph 3 of this Agreement.
6. Client agrees to pay the costs and reasonable attorney's fees and disbursements incurred by Otak in connection with the failure by Client to make any payment in accordance with the provisions of this Agreement, whether or not a legal action is commenced by Otak. The parties agree that in the event action or suit is commenced related to the subject matter of this Agreement, or in the event of any breach of this Agreement, the prevailing party shall have and recover reasonable attorney fees, both at trial and on appeal, together with all other costs and disbursement allowed by law.
7. Either party shall have the right to terminate this Agreement at any time giving 10 calendar days written notice. In the event this Agreement is terminated by the Client, payment to Otak will be made based on work performed in accordance with the scope of services up to the date of termination plus termination expenses, such as, but not limited to, reassignment of personnel, subcontract termination costs and related closeout costs. In the event this Agreement is terminated by Otak, payment to Otak will become due upon delivery of all products completed in whole or in part for services performed, through the date of termination.
8. To the fullest extent permitted by law, this Agreement shall be construed according to the laws of the State of Idaho. Any litigation between Otak and Client arising under this Agreement or out of work performed under this Agreement shall occur, if in the state court, in Twin Falls County, ID, and if in the federal courts, in the United States District Court for the District of Idaho, Twin Falls. Client hereby irrevocably and unconditionally submits to the jurisdiction of the state and federal courts located in Twin Falls or Boise, Idaho, as jurisdiction and venue are appropriate. Unless the Project is in the state of Idaho, the terms of this paragraph shall not apply to any lien foreclosure proceedings instituted by Otak in the appropriate court where the Project is located.

As a condition precedent to arbitration or litigation, any claim arising out of or related to this Agreement shall be subject to mediation before a single mediator as agreed by the parties, or in the absence of agreement, in accordance with the current

Construction Industry Mediation Rules of the American Arbitration Association. The mediator's fee and filing fees shall be shared equally by the parties. The parties shall use their best efforts in good faith to resolve disputes in mediation.

9. If the project is idle more than 60 days, the estimated fees and scope of work will be reassessed. A revised estimate of fees and scope of work will be submitted for approval if such need arises.
10. All original documents prepared by Otak in performance of this Agreement, including, but not limited to, original maps, plans, drawings, electronic media and specifications, are the property of Otak, and Otak retains all applicable rights in such documents, including, but not limited to copyrights, unless otherwise agreed in writing. Otak understands that Client intends to use final design documents for various purposes, including future maintenance, GIS inclusions, and future public information requests, as well as for purposes related to construction engineering on the project, and for these purposes, Otak will provide final design documents and related electronic media. Any use of such documents or related electronic media, other than for the specific project described in the Attachments to this Agreement, without Otak's verification, adaptation, or written approval will be at Client's sole risk and without liability to Otak. Client shall indemnify and hold Otak harmless from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from such use.
11. The standard of care for all professional services performed or furnished by Otak under this Agreement will be the skill and care used by members of Otak's profession practicing under similar circumstances at the same time and in the same locality. Otak makes no warranties, express or implied, under this Agreement or otherwise, in connection with Otak's services.
12. To the fullest extent permitted by law, the following shall apply to Otak and Client:

Client shall defend, indemnify and hold harmless Otak and its related companies, and their respective representatives, officers, directors, shareholders, principals, agents, employees and subcontractors from and against all claims including damages, losses, expenses and reasonable attorney fees and costs, arising out of or relating to the following: (a) development of this project where such claims, damages, losses, or expenses are based solely on the negligence or willful misconduct of Client and/or its principals, agents, employees, representatives and subcontractors; (b) Client's use of documents prepared by Otak for projects other than the project which is the subject of this Agreement, without Otak's involvement or written consent; (c) existence of hazardous substances at or adjacent to the project; and (d) any certificate in connection with the project executed by Otak at the request of a governmental entity, lender or other third party, except to the extent claims arising from such certificate are the result of the negligence or intentional misconduct of Otak.

Otak shall defend, indemnify and hold harmless Client and its respective representatives, officers, directors, shareholders, principals, agents and employees from and against all claims made by third parties including damages, losses, expenses, and reasonable attorney fees and costs arising out of or relating to the development of this project where such claims, damages, losses, or expenses are based solely on the negligence or willful misconduct of Otak, and/or its principals, agents, employees, representatives, or subcontractors in performing its and/or their services as provided in the scope of services per paragraph 1.

In no event shall Otak be liable for special, indirect or consequential damages, including, but not limited to, loss of use of equipment or facility, lost profits, etc. The limits of liability throughout this Agreement will apply whether the liability of Otak arises under breach of contract or warranty; tort, including negligence; professional negligence; strict liability; statutory liability; or any other cause of action, except for willful misconduct or gross negligence and shall apply to Otak's related companies and its and their officers, directors, shareholders, employees and subcontractors.

Notwithstanding anything to the contrary herein, no shareholder, principal, member, officer, director, partner, employee or other representative of Otak shall have any personal liability to Client, or any other party arising out of or relating to this Agreement.

13. Otak shall be free from any liability for delay or failure of providing the services contemplated by this Agreement which arise from any acts of God or any actions outside of Otak's control and without it's fault or negligence. Such causes include without limitation: strikes, lockouts, or labor troubles of any kind, accidents, fire, earthquake, civil commotion, war or consequences of war, government acts, restrictions or requisitions, failure of manufacturers or suppliers, suspension of shipping facilities, any act or default of a carrier. In such a situation, if the services contemplated by this Agreement are not provided during the period contracted for, Client shall accept the services and pay for the same when provided so long as a mutually acceptable revision is made to the scope of services and compensation.
14. Due to the potential for modification of information set forth in electronic data transfer, Otak has retained copies of the transmitted data with file name, size, date and time. If the received data is modified, Otak requires the Client and/or Client's authorized recipient to remove all indication of Otak's ownership and/or involvement from such modified data.

Unless otherwise agreed to in writing, Client and/or Client's authorized recipient shall be responsible for determining the compatibility of Otak's data with Client and/or Client's authorized recipient's software and for the interception and elimination of any computer virus. Otak makes no warranty of data compatibility with Client and/or Client's authorized recipient's software.

Distribution of the electronic data to others by Client and/or Client's authorized recipient, whether or not electronic data is modified, is prohibited without the express written consent of Otak.

To the fullest extent permitted by law, Otak shall not be liable for any damages, including without limitation, direct, indirect, incidental, or consequential damages to any party resulting from the following: (a) the use of electronic data which is modified by any party other than Otak; (b) either the incompatibility of Client and/or Client's authorized recipient's software with Otak data or the existence of any computer virus which is transmitted with Otak's data; or (c) the unauthorized use of Otak's electronic data.

To the fullest extent permitted by law, Client and Client's authorized recipient agree to defend, indemnify and hold harmless Otak, its related companies and its and their principals, officers, directors, shareholders, agents, employees and subcontractors from and against any claims arising out of the unauthorized use or modification of Otak's electronic data.

All electronically transferred data from Otak will contain Paragraph 14. It is expressly understood and agreed that any use of the electronic data is conditioned upon the acceptance of the terms stated in Paragraph 14. Client and/or Client's authorized recipient agrees to be bound by these terms.

15. Otak shall have no responsibility for, or control over, the safety precautions employed by others in the development or construction of this project, nor shall Otak have responsibility for, or control over, the manner, methods and techniques employed by others in any development or construction relating to this project unless otherwise agreed in writing.
16. To the extent Otak's duties under this Agreement include project site observation and/or visitation, Otak shall visit the site at intervals appropriate to become generally familiar with the quality and progress of the project. Otak shall not be required to make continuous or exhaustive inspections to check the quality or quantity of the work being done on the project, unless otherwise agreed in writing.
17. Any causes of action between the parties to this Agreement arising out of any damages or losses caused by the negligent performance of, or failure to perform under, this Agreement, shall be deemed to have accrued and the applicable statutes of limitations shall commence to run not later than the date of substantial completion of the project.
18. Otak shall have no fiduciary responsibility to Client. Nothing in this Agreement shall be construed as creating contractual obligations between Otak and any third parties, including, but not limited to, Client's consultants, contractors and clients.
19. The parties hereto each bind themselves, their partners, successors, assigns and legal representatives of such other party in respect to all terms of this Agreement. Neither party shall assign the contract as a whole without written consent of the other.
20. This Agreement constitutes the entire agreement between the parties and supersedes all prior agreements, written and oral, courses of dealing, or other understandings between the parties. No modification of this Agreement shall be binding unless in writing and signed by both parties. The term "Agreement" as used herein includes this document (entitled "Professional Services Agreement"), and Attachment A—Scope of Services, dated August 19, 2015 attached hereto.
21. Except to the extent of its gross negligence or willful misconduct, Otak has no liability or responsibility for any hazardous material handling, dispensation, mitigation or otherwise.

This Agreement entered into this 24th day of August, 2015.

Otak, Incorporated

By: _____

Name: Amanda C. Roberts

Title: Principal

Twin Falls Urban Renewal Agency

By: _____

Name: Dan Brizee

Title: Chairman of the Board

Federal Tax ID No. or SS #: _____



ATTACHMENT A
SCOPE OF SERVICES
FINAL DESIGN/ENGINEERING SERVICES
Otak Project No. 32443
August 25, 2015

Main Avenue Area Redesign Project
Twin Falls, Idaho

Project Understanding

The Main Avenue Area Redesign project will reconstruct five blocks of Main Avenue, from Fairfield to Jerome and develop a new civic plaza for Downtown Twin Falls known as the Downtown Commons. The project is being funded through the Twin Falls Urban Renewal Agency. The replacement of transportation infrastructure and streetscape improvements will enhance Downtown for redevelopment and economic revitalization. The Hansen Street extension, which will connect the street from 2nd Avenue E to 2nd Avenue S, will enhance access to available parking in the Downtown and enhance multi-modal connectivity to destinations north and south of Main Avenue.

Otak, Inc. is being retained by the Urban Renewal Agency to complete final design and engineering for the project and to prepare construction documents in the form of plans, specifications, and construction cost estimates (PSE). Otak recently completed preliminary design work, which will serve as the basis for final design. Specific project elements for which final design will be provided are listed below.

It is anticipated that the project elements for this contract will be constructed in two phases, and a third phase will cover work for the separate utilities/alley way work contract that J-U-B is designing. . See Attachment B for a diagram of potential construction phases. Please note that final decisions on phasing are pending.

Otak will serve as the prime consultant, providing project management, civil engineering, landscape architecture and urban design, and community and stakeholder engagement for the project, with the following subconsultant support:

J-U-B Stormwater system hydraulic analysis that will prescribe sizing and other recommendations for the stormwater drainage system; electrical design for the street lighting and electrical hook-ups system; local logistical support and peer review; and support with project bidding. AEI will serve as a subconsultant to J-U-B, providing support to design of the street lighting and electrical system.

Hummel Architectural design for the restroom building and stage extending from the building; collaborative input on the Downtown Commons design. DC Engineering will serve as a subconsultant to Hummel, providing structural, mechanical, electrical, and plumbing design for the restroom building .

Refer to Attachment C for Otak Team Member Qualifications.

In parallel to this scope of work, J-U-B is completing final design/engineering for utilities replacement in the alley ways. Otak will continue to closely coordinate final design and engineering of the Main Avenue Area with J-U-B's work on the alley way improvements project.

Project Elements

Main Avenue Reconstruction—Five Blocks

- Full roadway demolition and reconstruction (asphalt) for the five blocks of Main Avenue between centerline of Fairfield and centerline of Jerome
- New curb, gutter, valley gutter, sidewalks (concrete), landscape/furnishings zone and curb bulbs/extensions at intersections
- Raised mid-block crossings
- Colored unit pavers in furnishings zones and for accent on Main Avenue
- Street trees and landscaping (includes soil/ irrigation) and base level of furnishings (tree grates, bollards, trash/recycling receptacles, benches, etc. for the streetscape)
- All pedestrian scale street lights replaced with similar design pole and fixture for the purpose of improving lighting conditions for pedestrians and with energy-efficient LED technology; secondary electrical circuit with outlets for events
- New stormwater drainage system/improvements
- Structural/water proofing details for underground vaults, basements, and coal chutes in the public right-of-way as applicable

Main Avenue Festival Street West of Hansen

- To half block in front of Downtown Commons
- Raised concrete street with bollards and furnishings (see list above under Main Avenue)
- Landscape, trees, irrigation
- Stormwater drainage improvements
- Illumination—pedestrian scale lighting

Main Avenue Festival Street West of Shoshone

- To half block in Front of Paris Building
- Raised concrete street with bollards and furnishings (see list above under Main Avenue)
- Landscape, trees, irrigation
- Stormwater drainage improvements
- Illumination—pedestrian scale lighting

Hansen Street Extension South to Parking Area

- Extension from Main southerly, across alleyway, and to parking area and reconstruction to create a new roadway accessing the parking area (new asphalt, curb, gutter, and sidewalk; does not assume a raised festival street in this area)
- Illumination—pedestrian scale lighting
- Landscape, trees, irrigation
- Stormwater drainage improvements
- Furnishings (see list above under Main Avenue)

Hansen Festival Street between Downtown Commons and New City Hall

- From Main Avenue North to Alley Way (Adjacent to Downtown Commons) and Raised Intersection at Hansen and Main
- Raised concrete street with bollards and furnishings (see list above under Main Avenue)
- Stormwater drainage improvements
- Landscape, trees, irrigation
- Illumination—pedestrian scale lighting

Hansen Street Roadway Segments North and South to the 2nd Avenues

- New curb, gutter, sidewalk, north of Downtown Commons to 2nd Avenue E.
- New roadway, curb, gutter, and sidewalk from parking area to the south to 2nd Avenue S.
- Curb bulbs/extensions all four corners at both 2nd Avenue intersections
- Stormwater drainage improvements
- Landscape, trees, irrigation
- Illumination—pedestrian scale lighting

Downtown Commons Plaza

- Basic concrete paving and installation of donated bricks; and some special paving around spray play feature of 12,500 square-foot plaza area
- Custom-designed restroom building with three stalls each side, deck stage in the middle, architectural treatments, storage area, access to Spray Play controls/system

- Lighting and electrical
- Spray play area with recirculation system, water cleaning/filtering, plumbing, and drainage per manufacturer recommendations and shop drawings
- Trees and landscaping (includes topsoil/planting medium and irrigation)
- Architectural trellis elements/screening and aesthetic treatment along blank wall
- Stormwater drainage improvements
- No furnishings assumed in base project; could be purchased separately

Alley Way Landscape, Irrigation, and General Clean Up between Gooding and Idaho Streets

- Design of new landscaping, irrigation, and general clean up of alley ways from Gooding to Idaho, on both sides of Main Avenue
- Paving, stormwater drainage, illumination design and bid packaging by J-U-B under separate contract
- Otak will provide plans, specifications, and cost estimate information for landscape and irrigation improvements

The total estimated construction cost for completion of the items listed above is \$7,480,000.

Scope of Work

Otak will complete the following final design and engineering scope of work (considered basic services for the project). Services related to communications and outreach also are included (considered supplemental services for the project).

This scope of work provides a description of services to be provided through completion of final design and engineering (100 percent) and support with project bidding and assumes two phases of the project will be bid separately. A proposal for services during construction can be provided in the future upon request.

1.0 PROJECT MANAGEMENT AND COORDINATION

1.1 Ongoing Coordination and Weekly Check-In Meetings with the Urban Renewal Agency and City of Twin Falls

Otak will coordinate with the staff and representatives of the Twin Falls Urban Renewal Agency and the City of Twin Falls on a regular basis to keep the City's project manager and staff leads informed about project issues and schedule. OTAK will assist in scheduling project related meetings, reviews, and other coordination activities needed to keep the project moving ahead. Weekly project check in meetings will be held via phone conferences, web meetings, and at times in-person meetings coinciding with

monthly meetings described under 4.0 Community and Stakeholder Engagement. Additional ongoing communications will include phone calls and emails.

1.2 Preparation of Project Work Plan and Schedule

Otak will prepare a detailed project work plan and schedule at the start of the project to define project goals and design criteria, and to discuss project approach, process and schedule with the design team. A project schedule (MS Project) will be developed and maintained on an ongoing basis.

1.3 Kick-off Meeting – Final Design

Key team members from Otak (up to three) will attend a day-long, in-person kick-off meeting for final design in Twin Falls. The kick-off meeting will review the scope of work, schedule, roles and responsibilities during design, design objectives, and other topics. Otak will prepare the agenda and record notes from this meeting. It is anticipated that various Urban Renewal Agency and City of Twin Falls staff/representatives and the J-U-B project lead will attend.

1.4 Design Coordination Meetings with City of Twin Falls Staff and Urban Renewal Agency Staff

Concurrently to the monthly meetings in Twin Falls described as part of Task 6.0, two members of the Otak team will coordinate and attend two half-day meetings with City of Twin Falls and Urban Renewal Agency representatives to coordinate on design details as the project progresses through final design. Otak will prepare an agenda for these meetings and document discussions in notes.

1.5 Design Coordination with Other Adjacent Projects (Alley Way work, City Hall)

During the course of final design (according to the schedule provided later in this scope of services), Otak will regularly coordinate with other adjacent projects, including the utilities and alley way work being designed by J-U-B and the city hall project being designed by Hummel Architects. J-U-B and Hummel Architects will be subconsultants to Otak for the Main Avenue Area Redesign project in addition to their role in leading their own work efforts. Otak will hold monthly project coordination meetings (web conferences) with these members of the project team and coordinate on an ongoing basis related to design work in progress. Specific design coordination will include interface between lighting and utility systems, design of the sidewalk/pedestrian realm around City Hall, and other efforts.

1.6 Evaluate Project Phasing and Construction Staging Options; Ongoing Technical Support to the Urban Renewal Agency

Otak will work with the Twin Falls Urban Renewal Agency to evaluate potential project phasing and construction staging options in alignment with available funding levels over the next few years. Otak will provide ongoing technical support to the Twin Falls Urban Renewal Agency in planning and coordinating Downtown improvement efforts.

1.7 Project Monitoring and Monthly Reporting to Client

Project management will include coordination of design team members, project scheduling, and ongoing monitoring of scope, schedule, and budget. Otak will prepare monthly progress reports to accompany monthly billing statements to the Twin Falls Urban Renewal Agency. The assumed duration of these services coincides with the schedule provided later in this scope of services.

2.0 FINAL DESIGN – CIVIL ENGINEERING

2.1 Confirm and Review Standards and Background Information Applicable to Final Design/Engineering

Otak will confirm, review, and apply the applicable engineering design standards to be referenced for the project, including City of Twin Falls, Idaho Department of Transportation, and other standards identified by Urban Renewal Agency and City staff.

Otak will review information being prepared by J-U-B related to geotechnical conditions, stormwater drainage conditions/hydraulic modeling, and underground utilities and structure locations. Otak will coordinate with J-U-B to confirm specific assumptions for design based on this information. Otak will identify potential utility conflicts and specific utility improvement needs to be included in the Main Avenue Area Redesign project based on this review. While it is assumed that J-U-B will complete the hydraulic analysis and calculations and prepare and submit related information required by the City for stormwater drainage improvements, Otak will design the actual stormwater drainage improvements (valley gutters, catch basins/inlets, conveyance, etc.) within the limits of the project as part of the roadway design tasks below.

2.2 Internal Design Coordination Meetings/Subconsultant Coordination

The Otak civil engineering team will facilitate internal design meetings, including meetings with subconsultants, on a regular basis to coordinate design work. The assumed duration for these services coincides with the schedule provided later in this

scope of services.

Otak will coordinate with and engage subconsultant technical support for the project through final design/engineering (to 100 percent completion), including the following:

- J-U-B providing hydraulic analysis and guidance for sizing of the stormwater system and improvements for Main Avenue, Hansen Street, and Downtown Commons (Otak will design the improvements based on recommendations on sizing from J-U-B)
- J-U-B and AEI will provide electrical engineering support for the design of the illumination (pedestrian scale street lighting) improvements on Main Avenue, Hansen Street, and Downtown Commons
- Hummel Architects will provide architectural design support for the restroom building in the Downtown Commons

2.3 Preparation of 60 Percent Civil Plans for Main Avenue/Festival Streets

OTAK will prepare 60 percent level civil design plans for Main Avenue and the Festival Streets, and the Downtown Commons plaza. Plans will be prepared at a horizontal scale of 1"=20 feet and a vertical scale of 1"=5 feet. Vertical profile and cross-sections of the roadway also will be prepared. The 60 percent civil design plans will be coordinated and submitted to the Urban Renewal Agency and City for review. (Review comments will be addressed and incorporated into the 90 percent civil plans.) A schedule of sheets will be developed including:

- Existing conditions plans
- Horizontal layout/alignment
- Roadway paving, striping, signing plans and details
- Grading and erosion control
- Stormwater drainage plans and details
- Lighting/illumination and electrical plans and details
- Construction staging

2.4 Preparation of 60 Percent Civil Plans for Hansen Street/Festival Street

OTAK will prepare 60 percent level civil design plans for Hansen Street, including the Festival Street between Downtown Commons and City Hall. Plans will be prepared at a horizontal scale of 1"=20 feet and a vertical scale of 1"=5 feet. Vertical profile and cross-sections of the roadway also will be prepared. The 60 percent civil design plans will be coordinated and submitted to the Urban Renewal Agency and City for review. (Review comments will be addressed and incorporated into the 90 percent civil plans.) A schedule of sheets will be developed including:

- Existing conditions plans
- Horizontal layout/alignment
- Roadway paving, striping, signing plans and details
- Grading and erosion control
- Stormwater drainage plans and details
- Lighting/illumination and electrical plans and details
- Construction staging

2.5 Preparation of 60 Percent Civil Plans for the Downtown Commons

OTAK will prepare 60 percent level civil design plans for the Downtown Commons. Plans will be prepared at a horizontal scale of 1"=20 feet and a vertical scale of 1"=5 feet. Vertical profile and cross-sections of the roadway also will be prepared. The 60 percent civil design plans will be coordinated and submitted to the Urban Renewal Agency and City for review. (Review comments will be addressed and incorporated into the 90 percent civil plans.) A schedule of sheets will be developed including:

- Existing conditions plans
- Horizontal layout/alignment
- Paving and related details
- Grading and erosion control
- Stormwater drainage plans and details
- Lighting/illumination and electrical plans and details
- Construction staging

2.6 Preparation of Draft Outline Specifications (with 60 Percent Plans)

Otak will prepare draft outline specifications for the project to accompany the 60 percent plan set.

2.7 Completion of 90 Percent Civil Plans for Main Avenue/Festival Streets

OTAK will advance the civil design plans for Main Avenue and the Festival Streets to the 90 percent level of completion, responding to review comments from the Urban Renewal Agency, City of Twin Falls, and Idaho Transportation Department (Shoshone vicinity review).

2.8 Completion of 90 Percent Civil Plans for Hansen Street/Festival Street

Otak will advance the civil design plans for Hansen Street and the Festival Street on Hansen to the 90 percent level of completion, responding to review comments from the Urban Renewal Agency, City of Twin Falls, and Idaho Transportation Department (2nd

Avenue E and 2nd Avenue S vicinity review).

2.9 Completion of 90 Percent Civil Plans for the Downtown Commons

Otak will advance the civil design plans for the Downtown Commons to the 90 percent level of completion, responding to review comments from the Urban Renewal Agency, and City of Twin Falls.

2.10 Completion of Full Draft Specifications (with 90 Percent Plans)

Otak will prepare full draft specifications for the project in the format required by the Urban Renewal Agency and City of Twin Falls.

2.11 Completion of 100 Percent Civil Plans and Specifications/Bid Set for Main Avenue/Festival Streets

Otak will advance the civil design plans and specifications for Main Avenue and the festival street segments to 100 percent. This will be an update and round of revisions to the 90 percent plan set based on comments on that plans set (90 percent) from the Urban Renewal Agency, City of Twin Falls, and Idaho Transportation Department (Shoshone vicinity review). Details will be finalized at an appropriate scale to illustrate the level of detail needed for clarity. The 100 percent civil design plans will be coordinated and submitted to the Urban Renewal Agency and City for bidding purposes.

2.12 Completion of 100 Percent Civil Plans and Specifications/Bid Set for Hansen Street/Festival Street

Otak will advance the civil design plans and specifications for Hansen Street and the Festival Street on Hansen to the 100 percent level of completion, responding to review comments on the 90 percent plan set from the Urban Renewal Agency, City of Twin Falls, and Idaho Transportation Department (2nd Avenue E and 2nd Avenue S vicinity review). The 100 percent civil design plans will be coordinated and submitted to the Urban Renewal Agency and City for bidding purposes.

2.13 Completion of 100 Percent Civil Plans and Specifications/Bid Set for the Downtown Commons

Otak will advance the civil design plans for the Downtown Commons to the 100 percent level of completion, responding to review comments on the 90 percent plan set from the Urban Renewal Agency and City of Twin Falls. The 100 percent civil design plans will be coordinated and submitted to the Urban Renewal Agency and City for bidding purposes.

2.14 Preparation of Construction Cost Estimates (with 60, 90, and 100 Percent Plans)

Otak will prepare a summary of quantities for all bid quantities anticipated at the 60 percent level of design. The summary of quantities will be used as the basis for the construction cost estimate, prepared using historical unit prices from similar projects, City of Twin Falls cost data, and other current cost data. The construction cost estimates will be organized by project and project element to assist with continued budget updating. Otak will update the cost estimate at the 90 percent and 100 percent levels of design, the 100 percent design cost estimate will serve as the final cost estimate prior to bidding.

2.15 Technical Coordination with Idaho Department of Transportation, Utility Service Providers, and City Departments during Final Design

Otak will review topographic survey and location of utilities information provided by J-U-B under Task 2.1 above. Coordination with ITD, utility service providers and city departments during is covered under this task for the duration noted in the schedule for completion to 100%. For this scope of work, utility design will be limited to:

- Irrigation main line service and distribution systems (including connections to the public water system) and quick-coupler hose bibs within each block and at the Downtown Commons
- Spray play plumbing design (assumes connection to public water system and self-contained recirculation system with storage tank and filtering/cleaning components)
- Electrical connections and distribution for the street light system and separate electrical outlets for event hook-ups
- Stormwater collection and conveyance system for the area within the project limits (sized per recommendations from J-U-B)
- Water, sewer, and electrical hook-ups for the restroom building in the Downtown Commons
- No replacement of water mains or services, sanitary sewer, telecommunications, gas, or electrical services other than for the purposes listed above are included in the design and construction scope for the Main Avenue, Hansen Street Extension, and Downtown Commons work

ITD: Otak will coordinate with the Idaho Department of Transportation during final design. This assumes up to three (3) in-person meetings with ITD representatives to confirm right-of-way (ROW) permitting requirements, including requirements related to preparation of traffic control plans. Phone calls and email communications also are expected.

Utilities: While it is anticipated that most of the coordination with utility providers will occur under the separate contract with J-U-B for work in the alley ways, some additional coordination with utility providers will be needed under this scope of work. OTAK will coordinate with J-U-B, and with utility providers (water, sewer, electrical, gas, telecommunications, etc) during the course of design. In-person meetings will be timed with other project activities in Twin Falls, and it is anticipated that up to four (4) sets of concurrent (within a day) in-person meetings with utility providers/representatives will be needed, along with phone calls and email communications.

City: In addition to coordinating on stormwater drainage, water, and sewer within the project improvements area, Otak will coordinate with the City on specific irrigation and landscaping standards and requirements for the streetscape. Up to six (6) in-person meetings are anticipated, along with phone calls and email communications.

Meeting Scheduling for Efficiency: To economize on travel costs and work efficiently in final design, Otak will coordinate and schedule these meetings in advance. Meetings will be scheduled concurrently (within the scheduled timeframe for monthly meetings) as much as possible. Otak will develop agendas for all meetings and document meeting results in notes to the file.

3.0 FINAL DESIGN – LANDSCAPE ARCHITECTURE/URBAN DESIGN FOR MAIN AVENUE/FESTIVAL STREETS/HANSEN/DOWNTOWN COMMONS

3.1 Preparation of Illustrative Graphics and Presentation Materials Related to Downtown Commons and Streetscape Design

Otak will prepare illustrative design graphics, presentation, and display materials to advance the design details and decision making related to streetscape furnishings, paving details, splash pad design, plaza details, restroom building, tree selection, and landscaping. Illustrative design display and presentation packages will support meetings, briefings, and presentations described in Task 6.0.

3.2 Internal Design Coordination Meetings

This task covers landscape architecture/urban design staff involvement in design coordination meetings for the duration for completion final design is assumed for regular coordination efforts. The assumed duration for these services coincides with the

schedule provided later in this scope of services.

3.3 Preparation of 60 Percent Landscape Architectural/Urban Design Plans for Main Avenue/Festival Streets

Otak will prepare 60 Percent level landscape architectural/urban design plans for Main Avenue including festival streets segments. Plans will be prepared at a horizontal scale of 1"=20 feet. Details will be prepared at an appropriate scale to illustrate the level of detail needed for clarity. Anticipated work products will include:

- Streetscape furnishings plans and details
- Paving details (coordination with information shown in civil plans)
- Lighting and electrical (coordination with information shown in civil)
- Landscape plans and details
- Irrigation plans and details

3.4 Preparation of 60 Percent Landscape Architectural/Urban Design Plans for Hansen Street/Festival Street

OTAK will prepare 60 percent level landscape architectural/urban design plans for Hansen Street, including the Festival Street between Downtown Commons and City Hall. Plans will be prepared at a horizontal scale of 1"=20 feet. Details will be prepared at an appropriate scale to illustrate the level of detail needed for clarity. Anticipated work products will include:

- Streetscape furnishings plans and details
- Paving details (coordination with information shown in civil plans)
- Lighting and electrical (coordination with information shown in civil)
- Landscape plans and details
- Irrigation plans and details

3.5 Preparation of 60 Percent Landscape Architectural/Urban Design Plans for the Downtown Commons

OTAK will prepare 60 percent level landscape architectural/urban design plans for the Downtown Commons civic plaza, restroom building, spray play, and other features. Plans will be prepared at a horizontal scale of 1"=20 feet. Details will be prepared at an appropriate scale to illustrate the level of detail needed for clarity. Anticipated work products will include:

- Downtown Commons layout and design
- Architectural plans and details for restroom building
- Spray play layout and details (including plumbing per manufacturer

recommendations and shop drawings)

- Paving details (coordination with information shown in civil plans)
- Plans and details for trellis/green screen feature along blank wall
- Lighting and electrical (coordination with information shown in civil)
- Landscape plans and details
- Irrigation plans and details

3.6 Support to Preparation of Draft Outline Specifications (with 60 Percent Plans)

Otak's landscape architecture/urban design staff will support the preparation of draft outline specifications for the project to accompany the 60 percent plan set.

3.7 Completion of 90 Percent Landscape Architectural/Urban Design Plans for Main Avenue/Festival Streets

OTAK will advance the landscape architectural/urban design plans for Main Avenue and the festival streets to the 90 percent level of completion, responding to review comments from the Urban Renewal Agency, City of Twin Falls, and Idaho Transportation Department (Shoshone vicinity review).

3.8 Completion of 90 Percent Landscape Architectural/Urban Design Plans for Hansen Street/Festival Street

Otak will advance the landscape architectural/urban design plans for Hansen Street and the festival street on Hansen to the 90 percent level of completion, responding to review comments from the Urban Renewal Agency, City of Twin Falls, and Idaho Transportation Department (2nd Avenue E and 2nd Avenue S vicinity review).

3.9 Completion of 90 Percent Landscape Architectural/Urban Design Plans for the Downtown Commons

Otak will advance the landscape architectural/urban design plans for the Downtown Commons to the 90 percent level of completion, responding to review comments from the Urban Renewal Agency, and City of Twin Falls.

3.10 Support for Completion of Full Draft Specifications (with 90 Percent Plans)

Otak's landscape architectural/urban design staff will assist in the preparation of full draft specifications for the project in the format required by the Urban Renewal Agency and City of Twin Falls, focusing on those elements pertinent to landscape, irrigation, and streetscape work.

3.11 Completion of 100 Percent Landscape Architectural/Urban Design Plans and Specifications/Bid Set for Main Avenue/Festival Streets

OTAK will advance the landscape architectural/urban design plans for Main Avenue and the Festival Streets to the 100 percent level of completion, responding to the 90 percent review comments from the Urban Renewal Agency, City of Twin Falls, and Idaho Transportation Department (Shoshone vicinity review). The 100 percent plans will be coordinated and submitted to the Urban Renewal Agency and City for bidding purposes.

3.12 Completion of 100 Percent Landscape Architectural and Urban Design Plans and Specifications/Bid Set for Hansen Street/Festival Street

Otak will advance the landscape architectural/urban design plans and specifications for Hansen Street and the Festival Street on Hansen to the 100 percent level of completion, responding to review comments on the 90 percent plan set from the Urban Renewal Agency, City of Twin Falls, and Idaho Transportation Department (2nd Avenue E and 2nd Avenue S vicinity review). The 100 percent plans will be coordinated and submitted to the Urban Renewal Agency and City for bidding purposes.

3.13 Completion of 100 Percent Landscape Architectural and Urban Design Plans and Specifications/Bid Set for the Downtown Commons

Otak will advance the landscape architectural/urban design plans for the Downtown Commons to the 100 percent level of completion, responding to review comments on the 90 percent plan set from the Urban Renewal Agency and City of Twin Falls. The 100 percent plans will be coordinated and submitted to the Urban Renewal Agency and City for bidding purposes.

3.14 Support for Preparation of Construction Cost Estimates (with 60, 90, and 100 Percent Plans)

Otak's landscape architecture and urban design staff will support the preparation of cost estimates, including development of the summary of quantities for all bid quantities anticipated at the 60 percent level of design. This task also will support updates to the cost estimate at the 90 and 100 percent levels.

4.0 FINAL DESIGN – LANDSCAPE ARCHITECTURE/URBAN DESIGN FOR ALLEY WAYS BETWEEN GOODING AND IDAHO STREETS (SIX SEGMENTS)

4.1 Preparation of Illustrative Graphics and Presentation Materials Related to Downtown Commons and Streetscape Design

Otak will prepare illustrative design graphics, presentation, and display materials to advance the design details of the alley way improvements. Illustrative design display and presentation packages will support meetings, briefings, and presentations described in Task 6.0.

4.X Internal Design Coordination Meetings—Covered in 3.2 above.

4.2 Preparation of 60 Percent Landscape Architectural/Urban Design Plans for Alley Way Landscape and Irrigation Improvements

Otak will prepare 60 Percent level landscape architectural/urban design plans for the six segments of alley ways between Gooding and Idaho Streets. Plans will be prepared at a horizontal scale of 1"=20 feet. Details will be prepared at an appropriate scale to illustrate the level of detail needed for clarity. Anticipated work products will include:

- Landscape plans and details
- Irrigation plans and details

4.X Support to Preparation of Draft Outline Specifications (with 60 Percent Plans)—Covered in 3.6 above.

Otak's landscape architecture/urban design staff will support the preparation of draft outline specifications for the project to accompany the 60 percent plan set.

4.3 Completion of 90 Percent Landscape Architectural/Urban Design Plans for Alley Way Landscape and Irrigation Improvements

OTAK will advance the landscape architectural/urban design plans for the six alley way segments from Gooding to Idaho Streets to the 90 percent level of completion, responding to review comments from the Urban Renewal Agency, and City of Twin Falls.

4.X Support for Completion of Full Draft Specifications (with 90 Percent Plans)—Covered in 3.10 above

Otak's landscape architectural/urban design staff will assist in the preparation of full draft specifications for the project in the format required by the Urban Renewal Agency and City of Twin Falls, focusing on those elements pertinent to landscape and irrigation.

4.4 Completion of 100 Percent Landscape Architectural/Urban Design Plans and Specifications/Bid Set for Alley Way Landscape and Irrigation Improvements

OTAK will advance the landscape architectural/urban design plans for the six alley way segments between Gooding and Idaho Streets to the 100 percent level of completion, responding to the 90 percent review comments from the Urban Renewal Agency and City of Twin Falls. The 100 percent plans will be coordinated and submitted to J-U-B for bidding purposes.

4.5 Support for Preparation of Construction Cost Estimates (with 60, 90, and 100 Percent Plans)

Otak's landscape architecture and urban design staff will support the preparation of cost estimates, including development of the summary of quantities for all bid quantities anticipated at the 60 percent level of design. This task also will support updates to the cost estimate at the 90 and 100 percent levels.

Note: Design for Phase 1 will be focused on the two blocks northwest of Shoshone (Fairfield to Shoshone). Phase 2 will include the remaining elements. See Attachment B. Note: Final decisions about construction phasing are pending.

5.0 SERVICES TO SUPPORT ADVERTISEMENT, BIDDING, AND AWARD

Bidding Assumption—It is assumed that the project will be bid in two separate phases/packages. If additional separate phases or bid packages are to be provided in the future, an amendment to this scope of work and contract will be required.

Bidding Assistance—This work will include support to the Urban Renewal Agency and the City to advertise and bid the project. After acceptance of the final design documents (100 percent plans and specifications) and construction cost estimate, Otak shall complete the following tasks, with support from J-U-B as a subconsultant to Otak. These services will be provided for each phase of bidding.

5.1 Pre-Bid Activities

Research potential contractors/bidders and coordinate and attend a pre-bid conference to generate interest in the project prior to bidding. We will maintain a record of potential contractors.

5.2 Advertisement

Assist in advertising for and obtaining bids or proposals for the project. We will review and comment on final bidding materials (general contract provisions and bidding notice/advertisement). We will assist the City in maintaining a record of prospective bidders to whom bidding documents have been issued, and receive and process contractor deposits or charges for bidding documents.

5.3 Bidding Documents

We will facilitate electronic bidding through the applicable vendor service/system as directed by the Urban Renewal Agency and City. Hard copies of the plans and specifications/bid package can be made available for review at selected locations (up to three physical locations assumed).

5.4 Addenda

We will issue addenda as appropriate to clarify, correct, or change the bidding documents. We will respond to questions submitted during the bidding process. The scope of work assumes up to four (4) addenda may be prepared.

5.5 Review of Bids/Consultation

We will review bids and consult with the Urban Renewal Agency as to the acceptability of contractors, suppliers, and other individuals and entities proposed by prospective contractors for the project to which such acceptability is required by the bidding documents. If bidding documents require, we shall evaluate and determine the acceptability of "or equals" and substitute materials and equipment proposed by bidders.

5.6 Information and Assistance

We will provide information and assistance to the Urban Renewal Agency in the course of negotiations with prospective contractors.

5.7 Bid Opening

A representative from the engineering team will attend the Bid Opening. We also will prepare bid tabulation sheets and assist the Urban Renewal Agency in evaluating bids and assembling and awarding contracts for the project.

6.0 COMMUNITY AND STAKEHOLDER INVOLVEMENT

6.1 Project Advisory Committee Meetings

Otak will prepare for and attend additional Project Advisory Committee (PAC) meetings during the course of final design. Up to nine (9) PAC meetings are anticipated through completion of final design for both phases of work.

- September 2015
- October 2015
- November 2015
- December 2015
- January 2016
- February 2016
- March 2016
- April 2016
- May 2016

Additional PAC meetings during the remaining months of construction may be added later as part of services during construction. (Note: Although Otak is under contract with J-U-B to provide communications and outreach support; those services will now be provided through this contract as of September 1, 2015. Services prior to that time will be charged to the J-U-B contract.)

6.2 TFURA Board Briefings

Otak will prepare for, attend, and provide briefings/presentations through final design to the Urban Renewal Agency Board. Monthly attendance at up to nine (9) Board meetings (coincident with PAC meetings listed above) are anticipated.

- September 2015
- October 2015
- November 2015
- December 2015
- January 2016
- February 2016
- March 2016
- April 2016
- May 2016

Additional Board meetings during construction may be added later as part of services during construction. (Note: Although Otak is under contract with J-U-B to provide

communications and outreach support; those services will now be provided through this contract as of September 1, 2015. Services prior to that time will be charged to the J-U-B contract.)

6.3 City Council Briefings

Otak will prepare for, attend, and provide briefings/presentations through final design to the City Council. Six (6) City Council briefings are anticipated during final design and leading up to construction for each phase of work: at completion of 60 percent design, at completion of 90 percent design, and at completion to 100 percent and prior to start of construction. We anticipate scheduling this concurrently or in proximity to PAC and Board meetings.

6.4 Other Stakeholder and Property Owner Meetings

Otak will prepare for, attend, and facilitate additional stakeholder and property owner meetings. These will be schedule concurrently or in proximity to the meetings described above. Assumptions include:

- Up to ten individual property owner meetings scheduled over the course of 2-3 days concurrently with other meetings above during two different months (twenty meetings total). These will be to coordinate design adjacent to private properties and efforts such as driveway design, parking design/reconfiguration, landscaping, etc.
- One set of block by block meetings for each phase of work will be held after 60 percent plans are completed. This meeting series anticipates a week-long schedule of meetings with property owners, merchants, and representatives from each block of the project area. After 60 percent design and approaching 100 percent, it is anticipated that the level of stakeholder outreach will be limited in scope so that plans can be completed in a timely and efficient manner.

6.5 General Community/Public Meetings

Otak will prepare for, attend, and facilitate general community/public meetings held in proximity to other meetings described above. These may include participation at City Fair events. Two additional general community meetings are anticipated. One meeting (or participation in a City Fair event) would occur once 60 percent plans are completed. Another meeting would around 90 to 100 percent completion and prior to construction.

6.6 Ongoing Community Involvement/Outreach Support

Otak will continue to provide general assistance and community involvement support

during the course of design. work efforts will include:

- Regular updates to the project website (assumes up to six additional updates during final design of the two phases of work).
- Refreshment of the storefront display materials at the Rogerson (or other location after demolition
- Coordination with the City’s public relations specialist on public noticing and press relations
- Social media activities
- Various email notices out to stakeholder groups

The assumed duration of these services is from September 2015 through August 2016. Additional services during the remaining months of construction may be procured through an amendment to this scope of work and contract.

6.7 Construction Communications Plan

Otak will prepare a plan for communications and outreach before and during construction activities for the Main Avenue Area Redesign project. A primary purpose of the plan will be to prescribe methods and tools for communications and notification to the general public, downtown shoppers/customers, and stakeholders about the construction process—phasing, timing, extent of construction, suggested street access and parking during construction, and other expected activities, etc.

The plan will include specific methods, responsibilities, and timelines for communications and outreach activities. Such activities may include website communications, regular meetings during construction, preparation of flyers for customers, signing, media (television, radio, social media, etc.) outreach, construction ambassadors, and other options. Otak will prepare a draft plan for review and comment by the Urban Renewal Agency and City staff and then finalize the plan for implementation. Otak will seek input on the draft plan from the Project Advisory Committee.

DESIGN STANDARDS

- 2015 ISPWC, Twin Falls Revision of ISPWC
- Twin Falls City Code (including applicable building, mechanical, electrical, and other pertinent codes)
- Idaho Fire Code
- Idaho Department of Transportation (ITD) Standards*

- Twin Falls Downtown Streetscape Guidelines (not formally adopted; general guidance)*
- ITE Urban Thoroughfare Design Guidance*
- NACTO Urban Street Design Guide*
- AASHTO Standards as Applicable*

*The City of Twin Falls City Engineer will approve specific design standards, details, and dimensions for the project based on these reference sources. The preliminary design is based on dimensions previously approved by the City Engineer.

SUBCONSULTANT SERVICES

Subconsultant services will be provided by J-U-B Engineers and Hummel Architects, as described in the above scope of work. AEI will serve as a subconsultant to J-U-B to provide support with electrical and lighting design. Subconsultant services to Hummel Architects for structural engineering, as well as mechanical, electrical, and plumbing for the restroom building also are included (by DC Engineering as a subconsultant to Hummel).

POTENTIAL FUTURE SERVICES

Services during construction are not included in this scope of work. A separate proposal for these services can be provided upon request. It is customary for the design engineer to participate in the construction process and recommended for a successful outcome. Services that the design engineer typically performs includes: Respond to Requests for Information (RFIs) during construction.

- Review submittals associated with materials/products during construction.
- Conduct site visits to assess progress/coordinate field changes.
- Conduct a near-final completion walk-through and prepare a punch list of items for completion.
- Conduct a final walk-through to check completion of punch list items.

In addition, it is anticipated that the Urban Renewal Agency will retain construction monitoring/inspection services. This work can be coordinated with the utilities replacement/alleyway construction services during the period that both projects are concurrently underway, which could result in some cost efficiencies. The preferred approach and scope for this work will be confirmed in the coming weeks with the Urban Renewal Agency and City and added to the contract.

SCHEDULE

Phase 1 will advance through final design first. The schedule for taking Phase 2 to 60% will overlap with completion of 100% for Phase 1, and then Phase 2 will be taken to 100% immediately following completion of Phase 1 (see dates below). The project will be bid in two

Attachment A – Scope of Services

August 25, 2015, Continued

separate packages. Completion of the schedule below assumes that authorization to proceed will be issued on August 24, 2015. Schedule also assumes the design for the Downtown Commons is on the Phase 2 schedule track.

Phase 1

Completion of 60 percent plans, outline specifications, and cost estimate	November 15, 2015
URA/City review of 60 percent plans/outline specifications	November 15, 2015 through November 30, 2015
Completion of 90 percent plans, specifications, and updated cost estimate	January 22, 2016
URA/City review of 90 percent plans/outline specifications (one week review given two-block focus of Phase 1)	January 25-29, 2016
Completion of 100 percent construction documents for bidding and advertisement/scheduling of pre-bid conference	February 15, 2016

Phase 2

Completion of 60 percent plans, outline specifications, and cost estimate	February 26, 2016
URA/City review of 60 percent plans/outline specifications (two week review)	February 29, 2016 (Leap Year Day!) through March 11, 2016
Completion of 90 percent plans, specifications, and updated cost estimate	April 15, 2016
URA/City review of 90 percent plans/outline specifications (two week review)	April 30, 2016
Completion of 100 percent construction documents for bidding and advertisement/scheduling of pre-bid conference	May 15, 2016

Note: The plan for project phasing may change, which could result in adjustments to the schedule shown. If the extent of Phase 1 work is expanded, the schedule for Phase 1 will have to be lengthened in duration accordingly. The proposed design schedule will require a commitment to the review time frames shown in this schedule by the URA/City. If additional time is needed by the URA/City for technical review and/or the reevaluation of phasing/funding options, this will impact the schedule shown.

PROPOSED BUDGET—DESIGN FEES AND EXPENSES

The proposed budgets (design fees and expenses) for the tasks described above are listed below. These services, to be billed on a lump sum basis per task, include labor, reimbursable expenses, and subconsultant fees to complete the final design and prepare the project for bidding.

Task Number	Task Name	Budget Amount
1.0	Project Management and Coordination	\$71,950
2.0	Final Design—Civil Engineering	\$299,740
3.0	Final Design—Landscape Architecture/Urban Design for Main Avenue, Festival Streets, Hansen Street, and Downtown Commons	\$195,906
4.0	Final Design—Landscape Architecture/Urban Design for Alley Way Segments from Gooding to Idaho	\$22,500
5.0	Services to Support Advertisement, Bidding, and Award	\$31,468
6.0	Community and Stakeholder Involvement	\$97,966
Subconsultant Support	J-U-B—for Civil Engineering Support (Stormwater Hydraulic Analysis)	\$20,000
	J-U-B/AEI—for Electrical Engineering for the Street Lighting/Electrical Hook Ups	\$36,054
	J-U-B—for Support with Project Bidding	\$25,000
	Hummel Architects—for Architectural Support for the Restroom Building Including Structural, Mechanical, Plumbing, and Electrical Engineering Support (by DC Engineering)	\$35,000
Reimbursable Expenses	Reprographics, deliveries, and other general exp.	\$6,500
	Travel	\$18,500
Management Reserve (5% Prime's Basic Services)		\$35,000
Total Estimated Design Fees and Expenses		\$895,584

Reimbursable Expenses Assumptions:

- Reimbursable for reproduction of plans, bid sets, specifications, reports, and other materials, deliveries, and postage
- Graphics/boards/community involvement materials
- Travel expenses including air, car rental, fuel, lodging, and per diem meals; assumes two people from Otak traveling to Twin Falls once per month for nine months (span of lodging varies based on meeting assumptions listed in Task 6.0), and some additional trips during final design/bidding for both packages
- Meetings will be consolidated/held during concurrent timeframes to minimize travel expenses

Design Costs as Percent of Construction Costs:

- The total estimated construction budget for improvements covered in this scope of work is \$7.48 Million.
- Proposed for basic services = \$744,118 (not including the management reserve or Task 6.0 Public and Stakeholder Involvement and related reimbursable expenses to that task for total of \$116,466 + \$35,000 = \$151,466). This is just below 10 percent of total projected construction budget for the area and elements being designed, but includes preparation of two separate bid packages rather than one.
- \$744,118 Basic Services + \$116,466 Supplemental Services + \$35,000 Management Reserve = \$895,584

ASSUMPTIONS

- The project will be designed and bid in two phases. The Downtown Commons portion of the project will be included in Phase 2.
- No topographic survey or mapping work is proposed; assumes topographic survey work completed by J-U-B will serve as base for design with no additional topographic survey assumed.
- No environmental or permitting work is assumed at this time (other than preparations for the ITD ROW permit coordination noted in Task 2.15).
- All improvements will occur within public right-of-way (under the jurisdiction of either City of Twin Falls or ITD) or property owned by the Twin Falls Urban Renewal Agency (Downtown Commons) within the project limits.
- No additional underground investigation, geotechnical, potholing are assumed beyond what J-U-B is currently completing.
- OTAK will provide five (5) sets of deliverables at the 60, 90, and 100 percent levels of completion.

Attachment A – Scope of Services

August 25, 2015, Continued

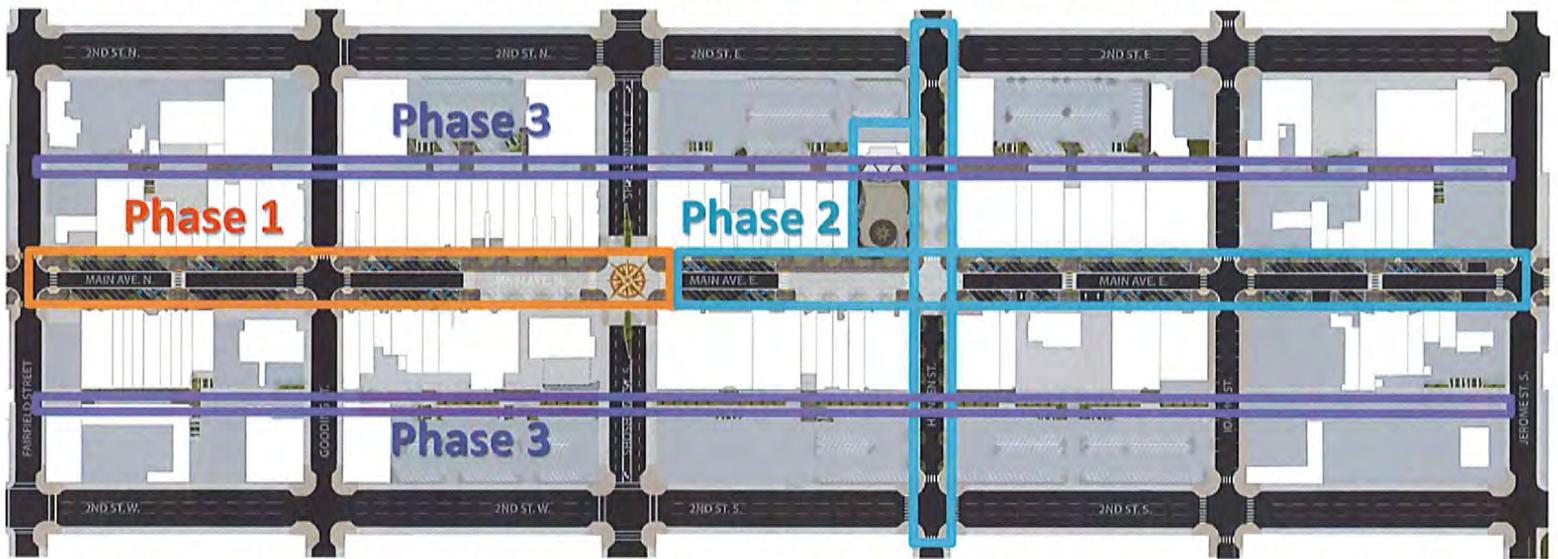
- It is assumed that availability of bid sets will be coordinated through a local printer at separate cost to the Urban Renewal Agency (for bid sets to be ordered by prospective contractors through this service).
- Permit fees and utility fees as applicable are not included and will be paid by the Urban Renewal Agency.
- The scope of design is limited to the geographic areas and work elements described under “Project Understanding.”
- Design of public art or any type of special design feature at Shoshone and Main (such as an overhead arch) is not included.
- Design of alley way area improvements will be limited to the vicinity of Downtown Commons and to driveway crossings at the ends of the alley ways; no other alley way improvement design, including irrigation, landscaping, or surface paving, is included within this scope of work. These services could be added as a future amendment.
- No traffic signals, pedestrian signals, or cobra head street lights are assumed to be part of the project.
- Utility related work is limited to the description in Task 2.15.



Potential Project Phasing

Attachment B

August 20, 2015—Note: the potential phasing shown below is tentative and subject to change.



Note: Alley way landscape and irrigation enhancements will be designed by Otak for segments between Gooding and Idaho on both sides of Main Avenue. Lighting design between Fairfield and Jerome is already underway by J-U-B.

Main Avenue Area Redesign Project



FINAL DESIGN CONTRACT—ATTACHMENT C

August 20, 2015

Main Avenue Area Redesign Project—Otak Team Members and Qualifications

Team Member Name	Company	Years of Experience	Expertise/Qualifications and Project Role
Mandi Roberts, PLA, AICP	Otak	30	Professional landscape architect, degree in landscape architecture from University of Idaho; In-depth knowledge of Idaho plants and trees; career focus in street design/streetscape work and community engagement. <i>Mandi will stay in role as primary contact for the project, with Nico Vanderhorst and Mark Cole as secondary points of contact. Mandi also will direct landscape architecture and urban design for the project and will lead community engagement efforts.</i>
Nico Vanderhorst, PE	Otak	24	Professional engineer (civil) with extensive experience in street design and public works construction projects, including public plazas and festival streets. Nico manages Otak's transportation and infrastructure practice. <i>He will be integrally involved in the project as the principal-in-charge and will direct civil engineering work.</i>
Mark Cole, PE	Otak	29	Professional engineer (civil) with extensive experience in street design and public works construction projects including public plazas and festival streets. Mark is licensed in Idaho and will be responsible for sealing Otak's plans. He will conduct quality control reviews and will provide technical insight and support to civil engineering tasks.
Touta Phengsavath, PE	Otak	17	Professional engineer (civil) with extensive experience in street design and public works construction projects including public plazas and festival streets. Touta brings thorough knowledge of stormwater drainage design, hardscape design, preparation of cost estimates, and construction plans and specifications. <i>Touta will serve as the day-to-day project engineer.</i>

Main Avenue Area Redesign Project



Main Avenue Area Redesign Project—Otak Team Members and Qualifications			
Lori McFarland, PE	Otak	29	Professional engineer (civil) with extensive experience in street design and public works construction. Lori is an expert at construction procedures and has served on APWA's Division I Committee for ten years, helping to formulate general special provision needs geared towards contracting needs of local agencies. She will be a special resource to the team related to construction staging and timing considerations, as well as outreach and communications procedures that the contractor can support (signing, etc.)
Mark Shelby, PLA	Otak	23	Professional landscape architect with experience in public space and streetscape design, water features and fountains, planting trees in urban areas, festival street design, pedestrian and bicycle facilities, sustainable design and low impact development, planting and irrigation design, and streetscape furnishings, pedestrian lighting. <i>Mark will provide day-to-day landscape architecture and urban design for the project.</i>
Ben Schneider	Otak	7	Ben is a landscape architectural professional with extensive experience in the design of streetscapes, plazas, parks, trails, and other projects. He is an expert at irrigation design and hardscape details. <i>He will provide ongoing support to the project, working closely with Mandi and Mark Shelby on landscape architecture and urban design.</i>
Finis Ray	Otak	2+	Finis recently completed his Masters of Landscape Architecture. He has been involved in the preliminary design of Main Avenue and has worked on other Otak street design projects. <i>He will provide design support for the landscape architecture/urban design work on the project.</i>
Mandy Flett	Otak	10+	Mandy is a community planner and technical project assistant who supports Otak's work on a variety of projects. She is from Twin Falls and has a strong knowledge of the community and key stakeholders in downtown. <i>She will continue to support the community and stakeholder engagement efforts on the project.</i>

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Supporting Staff	Otak	Varies	Other Otak staff, including engineers in training (EITs) and civil engineering support and production staff will support Otak's work on the development of construction documents.
Gary Haderlie	J-U-B	12+	Gary has been working with Twin Falls for many years, managing, designing and administering construction for numerous critical projects in Twin Falls as well as many other clients. He has specifically been assisting the URA with projects over the last five years, and completed the initial downtown utilities assessment. Gary will continue to be the lead contact for J-U-B for final design and construction administration, supported by many other staff to prepare stormwater items, road sections, underground utility/features coordination and findings, lighting and electrical design, and overall bidding and contract documents.
Ivan McCracken	J-U-B	18+	Ivan brings specific expertise in street design, including design of street lighting systems within Twin Falls and other areas. Ivan also has experience on other downtown and urban projects, as well as preliminary work done in the downtown Twin Falls area. Most recently Ivan has been assisting Gary on the alleyway project with utility coordination, and lighting design and layout. <i>Ivan will continue in these roles assisting with lighting layout review, plan review and traffic and road section questions as well as filling in when Gary is gone.</i>
Alexandra Rasband	J-U-B	EIT	Alex is an EIT in J-U-B's Twin Falls office and has been part of all of the discussions and team meetings on the alleyway project. She has assisted with utility coordination, prepared stormwater modeling and sizing, and has been instrumental in assisting with building owner coordination and underground features. <i>She will be a valuable asset to our team as she continues in her role assisting with stormwater design, underground investigation, and assistance with other misc. tasks.</i>

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Ray Watkins	AEI	26+	Ray has extensive electrical and street lighting design experience. <i>He and his staff will be assisting with the electrical and lighting design for the Main Avenue project.</i>
Bert Nowak	J-U-B	30	Bert has been serving as the project surveyor and <i>will continue to assist the team, answering survey and topo questions.</i>
Ed Ankenman	J-U-B	22+	Ed has extensive experience with municipal infrastructure and construction observation. He has inspection certifications from ITD to oversee all necessary testing requirements. He is an invaluable member of J-U-B's team and has worked on other projects in Twin Falls. He has already come several times to the downtown area documenting with pictures, notes, and other good ideas for construction techniques and practices on the alleyway project. <i>Ed will assist with constructability concerns and can provide observation during actual construction if these services are added to the contract.</i>
Clint Sievers	Hummel	11	Clint is the architect leading the Twin Falls City Hall project. <i>He will be the lead for the restroom building design in Downtown Commons, with the objective of creating aesthetic continuity with City Hall.</i>
Brian Coleman	Hummel	5	<i>Brian will provide architectural support for the restroom building.</i>
Trevor Larson	DC Engineering	6	Electrical engineer. <i>Trevor will provide electrical design for the restroom building/Downtown Commons.</i>
Tim Ross	DC Engineering	5	Mechanical/plumbing engineer. <i>Tim will provide mechanical and plumbing engineering for the restroom building.</i>
Joe Chapman	DC Engineering	13	Structural engineer. <i>Joe will provide structural engineering for the restroom building.</i>

Please note: Core team members have university-level educations and degrees relevant to their areas of expertise.

Executive Director's Report July 11, 2016

Clif Bar Bonds

The bonds authorized by the Board for the Clif Bar Project were successfully closed on July 1st.

Goold Property Acquisition

Removal of asbestos in the buildings on the Goold property commenced as scheduled on July 5th. Once that is completed, the demolition of the buildings will follow immediately clearing the site and allowing the property to close.

We have had conversations with the City regarding the potential to make temporary improvements to the property, allowing it to be used as a parking lot providing additional parking opportunities in the downtown during the up-coming construction period.

More permanent design and subsequent improvements will follow the completion of the Main Avenue work.

Main Avenue Project

Demolition of the Rogerson Hotel building has been completed. The agreement between the City and the TFURA is before you on July 11th allowing the Commons and Hansen Street North to be constructed under the City CM-GC contract with Starr Corporation.

We expect full 90% level drawings from OTAK at the end of the month.

We have advertised for the Agency's CM-GC firms with that process being concluded by your next regular Board meeting in August.

OTAK's structural engineers are designing the most cost-effective solutions for the basements under the Main Avenue sidewalks. Once we receive that work, we will be able to have an informed discussion with the various property owners on a path forward.

Downtown Housing

We still receive interest in providing market-rate housing in downtown Twin Falls. We are encouraged by the level of interest and are working with those expressing interest on ways the Agency can support their efforts.

FY 2016-2017 Budget

We have started work on the FY 2016 -2017 TFURA Budget. We look forward to the appointment of the committee willing to work with us as we prepare the fiscal blueprint for the next year.