

COUNCIL MEMBERS

Suzanne Hawkins Vice Mayor	Nikki Boyd	Shawn Barigar Mayor	Chris Talkington	Gregory Lanting	Don Hall	Ruth Pierce
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AGENDA

5:00 P.M.

**Meeting of the Twin Falls City Council
Monday, October 3, 2016
City Council Chambers
305 3rd Avenue East -Twin Falls, Idaho**

PLEDGE OF ALLEGIANCE TO THE FLAG
CALL MEETING TO ORDER
CONFIRMATION OF QUORUM
CONSIDERATION OF THE AMENDMENTS TO THE AGENDA
PROCLAMATIONS:

“Xavier Charter Schools Day” – Request made by John Kapeleris, Xavier Charter School

“Baby Safe Haven Awareness Day” – Request made by College of Southern Idaho Paramedic Program

GENERAL PUBLIC INPUT

AGENDA ITEMS	Purpose	By:
I. <u>CONSENT CALENDAR:</u>		
1. Request to approve the Accounts Payable for September 27 through October 3, 2016.	Action	Sharon Bryan
2. Request to approve the September 26, 2016, City Council Minutes.	Action	Sharon Bryan
3. Request to approve a Curb-Gutter Sidewalk Improvement Deferral Agreement for property located at 2767 E. 3400 N. for Walter M. Hamar.	Action	Troy Vitek
II. <u>ITEMS FOR CONSIDERATION:</u>		
1. The Twin Falls Fire Department would like to recognize the achievements of Firefighter Jared Sauer who has completed his Firefighter Level I certification.	Presentation	Ron Aguirre
2. Request to adopt the Collective Bargaining Agreement between the City of Twin Falls and Twin Falls Firefighters Local 1556.	Action	Susan Harris
3. Request to approve an agreement for Design, Bidding and Construction Engineering Services with J-U-B Engineers for the 2017 FAA Taxiway Construction & Fire Truck Acquisition Projects.	Action	Bill Carberry
4. Request to approve the northeast taxi lane preliminary design contract with JUB Engineers, in the amount of \$89,829.16.	Action	Bill Carberry
5. Request to award a GSA contract to purchase a Sewer Jet Truck.	Action	Jon Caton
6. Request to approve using \$300,000 from Street Reserves to fund a mill and inlay and ADA ramps on Falls Avenue.	Action	Jon Caton
7. Public input and/or items from the City Manager and City Council.		
III. <u>ADVISORY BOARD REPORT/ANNOUNCEMENTS:</u>		
6:00 P.M.		
IV. <u>PUBLIC HEARINGS:</u>		
1. Request for a Special Use Permit to establish an open parking lot on property located at 229 2nd Avenue North, Lots 6-14, Block 85, Twin Falls Townsite for the City of Twin Falls Urban Renewal Agency.	PH/Action	Nathan Murray Jonathan Spendlove
V. <u>ADJOURNMENT:</u> Executive Session 74-206 (1): (b) To consider the evaluation, dismissal or disciplining of, or to hear complaints or charges brought against, a public officer, employee, staff member or individual agent, or public school student.		

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

Public Input Procedures

1. Individuals wishing to provide public input regarding matters relevant to the City of Twin Falls shall
 - a. wait to be recognized by the mayor
 - b. approach the microphone/podium
 - c. state their name and address, and whether they are a resident or property owner in the City of Twin Falls, and
 - d. proceed with their input.
2. The Mayor may limit input to no less than two (2) minutes. Individuals are not permitted to give their time to other speakers.

Public Hearing Procedures for Zoning Requests

1. Prior to opening the first Public Hearing of the session, the Mayor shall review the public hearing procedures.
2. Individuals wishing to testify or speak before the City Council shall wait to be recognized by the Mayor, approach the microphone/podium, state their name and address, then proceed with their comments. Following their statements, they shall write their name and address on the record sheet(s) provided by the City Clerk. The City Clerk shall make an audio recording of the Public Hearing.
3. The Applicant, or the spokesperson for the Applicant, will make a presentation on the application/request (request). No changes to the request may be made by the applicant after the publication of the Notice of Public Hearing. The presentation should include the following:
 - A complete explanation and description of the request.
 - Why the request is being made.
 - Location of the Property.
 - Impacts on the surrounding properties and efforts to mitigate those impacts.

Applicant is limited to 15 minutes, unless a written request for additional time is received, at least 72 hours prior to the hearing, and granted by the Mayor.

4. A City Staff Report shall summarize the application and history of the request.
 - The City Council may ask questions of staff or the applicant pertaining to the request.
5. The general public will then be given the opportunity to provide their testimony regarding the request. The Mayor may limit public testimony to no less than two (2) minutes per person.
 - Five or more individuals, having received personal public notice of the application under consideration, may select by written petition, a spokesperson. The written petition must be received at least 72 hours prior to the hearing and must be granted by the mayor. The spokesperson shall be limited to 15 minutes.
 - Written comments, including e-mail, shall be either read into the record or displayed to the public on the overhead projector.
 - Following the Public Testimony, the applicant is permitted five (5) minutes to respond to Public Testimony.
6. Following the Public Testimony and Applicant's response, the hearing shall continue. The City Council, as recognized by the Mayor, shall be allowed to question the Applicant, Staff or anyone who has testified. The Mayor may again establish time limits.
7. The Mayor shall close the Public Hearing. The City Council shall deliberate on the request. Deliberations and decisions shall be based upon the information and testimony provided during the Public Hearing. Once the Public Hearing is closed, additional testimony from the staff, applicant or public is not allowed. Legal or procedural questions may be directed to the City Attorney.

* Any person not conforming to the above rules may be prohibited from speaking. Persons refusing to comply with such prohibitions may be asked to leave the hearing and, thereafter removed from the room by order of the Mayor.



*Office of the Mayor
City of Twin Falls*

Proclamation

“Xavier Charter Schools Day”

Whereas, Xavier Charter Schools was granted Idaho charter school status on December 15, 2006, as the first independent charter serving Twin Falls and surrounding Magic Valley communities; and

Whereas, Xavier Charter Schools has provided a classical education model based on the trivium to students in the Magic Valley for the last ten years; and

Whereas, Xavier Charter Schools’ primary mission has been to nurture its students in virtue thus preparing them for every duty of life through recognition of The Good, the Beautiful, and the True; and

Whereas, Xavier Charter Schools has committed to carrying forth the Founding Fathers’ hope that American schools teach students how to preserve a constitutional republic; and

Whereas, Xavier Charter Schools has participated in community service that reflects responsible citizenship in a democratic society; and

Whereas, Xavier Charter Schools began with 267 students but today has 683 students enrolled and has graduated 83 students since 2008; and

Whereas, other charter schools in Idaho have struggled financially to stay open due to inequities of facility funding, Xavier Charter Schools has attained financial stability with plans for expansion; and

Whereas, Xavier Charter Schools students have tested in the top 15% on the SAT.

NOW, THEREFORE BE IT RESOLVED, that I, Mayor Shawn Barigar, do hereby proclaim December 15th, 2016, as

“Xavier Charter Schools Day”

and call upon the citizens of the City of Twin Falls to honor Xavier Charter Schools for its success and service to the people of Twin Falls for the last ten years.

In witness whereof, I have hereunto set my hand and caused this seal to be affixed.

Mayor Shawn Barigar

Attest:

Leila A. Sanchez, Deputy City Clerk

Dated: October 3, 2016



*Office of the Mayor
City of Twin Falls*

Proclamation

"BABY SAFE HAVEN AWARENESS DAY"

Whereas, the goal of "NATIONAL BABY SAFE HAVEN AWARENESS DAY" is to prevent the deaths of newborn infants and to provide parents with a responsible, safe mechanism to relinquish a newborn, and

Whereas, parents who relinquish their infants can now leave them in the care of hospitals, physicians' offices, clinics, medical personnel responding to 911 calls, nurses and physician assistants without facing prosecution if the child is dropped off within 30 days of birth, and

Whereas, the Infant Abandonment Act was signed into law on July 1, 2001, in the state of Idaho, and

Whereas, Safe Haven Programs have been started in all fifty states and the District of Columbia to promote awareness and to ensure that all birthmothers are given all their options, and

Whereas, many local Safe Haven Programs have combined efforts with the National Safe Haven Alliance in further efforts to prevent infanticide and unsafe newborn abandonment through safe haven relinquishments,

Now, Therefore I, Shawn Barigar, Mayor of Twin Falls Idaho do hereby proclaim the day, Monday, October 3, 2016, to be:

"BABY SAFE HAVEN AWARENESS DAY"

in the City of Twin Falls, Idaho, and I call upon the residents of this city to join with me to encourage all citizens to work together to promote an increased awareness and understanding of this important initiative.

In witness whereof, I have hereunto set my hand and caused this seal to be affixed.

Mayor Shawn Barigar

Attest:

Leila A. Sanchez, Deputy City Clerk

Dated: October 3, 2016

COUNCIL MEMBERS

Suzanne Hawkins	Nikki Boyd	Shawn Barigar	Chris Talkington	Gregory Lanting	Don Hall	Ruth Pierce
Vice Mayor		Mayor				



MINUTES

**Meeting of the Twin Falls City Council
Monday, September 26, City Council Chambers
305 3rd Avenue East -Twin Falls, Idaho**

PLEDGE OF ALLEGIANCE TO THE FLAG
CALL MEETING TO ORDER
CONFIRMATION OF QUORUM
CONSIDERATION OF THE AMENDMENTS TO THE AGENDA
PROCLAMATIONS

GENERAL PUBLIC INPUT

AGENDA ITEMS	Purpose	By:
I. CONSENT CALENDAR: 1. Request to approve the Accounts Payable for September 20–26, 2016. 2. Request to approve the September 19, 2016, City Council Minutes. 3. Request to accept the Improvement Agreement for the purpose of developing Canyon Village Subdivision, A PUD. 4. Request to approve the “Emma’s Wish” event at the Twin Falls City Park. This event will take place on October 1, 2016.	Action Action Action Action	Sharon Bryan Sharon Bryan Troy Vitek Justin Dimond
II. ITEMS FOR CONSIDERATION: 1. Presentation of the Certificate of Achievement for Excellence in Financial Reporting received by the City of Twin Falls for the Comprehensive Audited Financial Report (CAFR) for the year ended September 30, 2015. 2. Request to approve the professional services agreement with Civil Science, Inc., to develop the 2016 City of Twin Falls Transportation Master Plan and authorize the Mayor or City Engineer to sign the contract. 3. Request to award the contract for the Sludge Truck for the Wastewater Treatment Plant (WWTP) to Jackson Group Peterbilt of Boise, Idaho, in the amount of \$138,665.00. 4. Update on the City Hall/Public Safety Complex design process. Construction Update. 5. Request by Starr Corporation to present a proposed Guaranteed Maximum Price (GMP) for the Public Safety Campus Project. 6. Public input and/or items from the City Manager and City Council.	Presentation Action Action Update Action	Travis Rothweiler Jacqueline Fields Jacqueline Fields Mitchel Humble Brian Pike
III. ADVISORY BOARD REPORT/ANNOUNCEMENTS: 6:00 P.M.		
IV. PUBLIC HEARINGS: 1. Public hearing to amend the 2015-2016 Budget.	PH/Action	Shayne Carpenter
V. ADJOURNMENT: Executive Session 74-206 (1): (b) To consider the evaluation, dismissal or disciplining of, or to hear complaints or charges brought against, a public officer, employee, staff member or individual agent, or public school student. (c) To acquire an interest in real property which is not owned by a public agency.		

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

Present: Shawn Barigar, Suzanne Hawkins, Nikki Boyd, Chris Talkington, Greg Lanting, Don Hall, Ruth Pierce

Absent: None

Staff Present: City Manager Travis Rothweiler, City Attorney Fritz Wonderlich, Deputy City Manager Brian Pike, City Engineer Jackie Fields, City Finance Director Lorie Race, Assistant City Finance Director Brent Hyatt, Budget Coordinator Shayne Carpenter, Deputy City Clerk Sharon Bryan

PLEDGE OF ALLEGIANCE TO THE FLAG

Mayor Barigar called the meeting to order at 5:00 P.M. He then invited Boy Scout Zane from Troop 76 to lead us in the pledge of Allegiance to the flag Mayor Barigar asked all present, who wished, to recite the pledge of Allegiance to the Flag.

CONFIRMATION OF QUORUM

A quorum is present.

CONSIDERATION OF THE AMENDMENTS TO THE AGENDA

Deputy City Manager Pike asked to add Executive Session 74-206(1) (f) To communicate with legal counsel for the public agency to discuss the legal ramifications of and legal options for pending litigation, or controversies not yet being litigated but imminently likely to be litigated. The mere presence of legal counsel at an executive session does not satisfy this requirement.

MOTION:

Vice Mayor Hawkins moved to approve the addition of Executive Session 74-206(1) (f) To communicate with legal counsel for the public agency to discuss the legal ramifications of and legal options for pending litigation, or controversies not yet being litigated but imminently likely to be litigated. The mere presence of legal counsel at an executive session does not satisfy this requirement. The motion was seconded by Councilmember Hall. Roll call vote showed all members present voted in favor of the motion. Approved 7 to 0

PROCLAMATIONS: None

GENERAL PUBLIC INPUT

Terry Edwards, Jerome, Idaho commended City Council for waiving the non-conforming building expansion for Alfred Herring.

Lee Stranahan wants to see internet infrastructure.

I. CONSENT CALENDAR:

1. Request to approve the Accounts Payable for September 20–26, 2016.
2. Request to approve the September 19, 2016, City Council Minutes.
3. Request to accept the Improvement Agreement for the purpose of developing Canyon Village Subdivision, A PUD.
4. Request to approve the “Emma’s Wish” event at the Twin Falls City Park. This event will take place on October 1, 2016.

MOTION:

Vice Mayor Hawkins moved to approve the Consent Calendar as presented. The motion was seconded by Councilmember Lanting. Roll call vote showed all members present voted in favor of the motion. Approved 7 to 0

II. ITEMS FOR CONSIDERATION:

1. Presentation of the Certificate of Achievement for Excellence in Financial Reporting received by the City of Twin Falls for the Comprehensive Audited Financial Report (CAFR) for the year ended September 30, 2015.

City Manager Rothweiler made presentation.

Mayor Barigar presented awards.

Finance Director Race spoke on all the work involved in order to be considered for the award.

Assistant Finance Director Hyatt explained the process to receive the award.

City Council discussion ensued on the following:

How did we sell this to public.

Formatting and presentation.

Higher expectations and standards.

Transparency and time spent on budget preparation.

2. Request to approve the professional services agreement with Civil Science, Inc., to develop the 2016 City of Twin Falls Transportation Master Plan and authorize the Mayor or City Engineer to sign the contract.

City Engineer Fields gave staff report.

City Council discussion ensued on the following:

Public engagement process.

Collector streets

Include mass transportation bus route.

Truck routing.

Pay scope.

Attach amount of \$249,982.00

MOTION:

Councilmember Talkington moved to amend the motion to include the maximum amount of \$249,982.00 for professional services agreement with Civil Science, Inc., to develop the 2016 City of Twin Falls Transportation Master Plan and authorize the Mayor or City Engineer to sign the contract. The motion was seconded by Councilmember Hall. Roll call vote showed all members present voted in favor of the motion. Approved 7 to 0

MOTION:

Councilmember Boyd moved to approve the professional services agreement with Civil Science, Inc., to develop the 2016 City of Twin Falls Transportation Master Plan and authorize the Mayor or City Engineer to sign the contract in the maximum amount of \$249,982.00. The motion was seconded by Councilmember Pierce. Roll call vote showed all members present voted in favor of the motion. Approved 7 to 0

3. Request to award the contract for the Sludge Truck for the Wastewater Treatment Plant (WWTP) to Jackson Group Peterbilt of Boise, Idaho, in the amount of \$138,665.00.

City Engineer Fields reviewed contract.

City Council discussion ensued on the following:
Exception was getting aluminum and strength.

MOTION:

Councilmember Talkington moved to award the contract for the Sludge Truck for the Wastewater Treatment Plant (WWTP) to Jackson Group Peterbilt of Boise, Idaho, in the amount of \$138,665.00. The motion was seconded by Vice Mayor Hawkins. Roll call vote showed all members present voted in favor of the motion. Approved 7 to 0

4. Update on the City Hall/Public Safety Complex design process. Construction Update.

Deputy City Manager Pike said that Item 4 and 5 will be a combined presentation.

5. Request by Starr Corporation to present a proposed Guaranteed Maximum Price (GMP) for the Public Safety Campus Project.

Clint Sievers, Hummel Architect, reviewed floor plans, furniture and schedule of construction.

Michael Arrington, STARR Corporation presented the proposed Guaranteed Maximum Price for the Public Safety Campus Project.

Deputy City Manager Pike gave staff report.

Council discussion ensued on the following:
Communication technology
Expansion of 2nd floor in public safety building.
Furniture and office design.
Interior designer
Sound barrier with open design.
Contingency reduction.
Seismic upgrades.
Need monthly updates on a regular basis.
Partnership process.

MOTION:

Councilmember Talkington moved to approve the Guaranteed Maximum Price for the Public Safety Campus Project in the amount of \$3,449,493.00. The motion was seconded by Councilmember Pierce. Roll call vote showed all members present voted in favor of the motion. Approved 7 to 0

6. Public input and/or items from the City Manager and City Council.

Councilmember Talkington congratulated City on the Eastland Drive South roadwork completion.

6:00 P.M.

IV. PUBLIC HEARINGS:

1. Public hearing to amend the 2015-2016 Budget.

Budget Coordinator Carpenter gave staff report.

Open Public Hearing

Close Public Hearing

MOTION:

Vice Mayor Hawkins made a motion to suspend the rules and place Ordinance 2016-11 on third and final reading by title only. The motion was seconded by Councilmember Lanting. Roll call vote showed all members present voted in favor of the motion. Approved 7 to 0

Deputy City Clerk Bryan read the ordinance by title only:

ORDINANCE NO. 2016-11

AN ORDINANCE OF THE CITY OF TWIN FALLS, IDAHO, AMENDING ORDINANCE NO. 3105, THE APPROPRIATION ORDINANCE FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2015, AND ENDING SEPTEMBER 30, 2016; APPROPRIATING ADDITIONAL MONIES THAT ARE TO BE RECEIVED BY THE CITY OF TWIN FALLS, IDAHO, IN THE SUM OF \$11,922,534; AND PROVIDING AN EFFECTIVE DATE.

BE IT ORDAINED BY THE MAYOR AND COUNCIL OF THE CITY OF TWIN FALLS, IDAHO:

MOTION:

Councilmember Talkington made a motion to adopt Ordinance 2016-11. The motion was seconded by Councilmember Lanting. Roll call vote showed all members present voted in favor of the motion. Approved 7 to 0.

V. ADJOURNMENT:

1. Executive Session 74-206 (1):
 - (b) To consider the evaluation, dismissal or disciplining of, or to hear complaints or charges brought against, a public officer, employee, staff member or individual agent, or public school student.
 - (c) To acquire an interest in real property which is not owned by a public agency.
 - (f) To communicate with legal counsel for the public agency to discuss the legal ramifications of and legal options for pending litigation, or controversies not yet being litigated but imminently likely to be litigated. The mere presence of legal counsel at an executive session does not satisfy this requirement.

MOTION:

Councilmember Lanting moved to adjourn to Executive Session 74-206 (1): (b) To consider the evaluation, dismissal or disciplining of, or to hear complaints or charges brought against, a public officer, employee, staff member or individual agent, or public school student. (c) To acquire an interest in real property which is not owned by a public agency. (f) To communicate with legal counsel for the public agency to discuss the legal ramifications of and legal options for pending litigation, or controversies not yet being litigated but imminently likely to be litigated. The mere presence of legal counsel at an executive session does not satisfy this requirement. The motion

was seconded by Vice Mayor Hawkins. Roll call vote showed all members present voted in favor of the motion. Approved 7 to 0

The meeting adjourned at 6:32 PM

Sharon Bryan, Deputy City Clerk

http://twinfalls.granicus.com/MediaPlayer.php?view_id=2&clip_id=582



Date: Monday, October 3, 2016
To: Honorable Mayor and City Council
From: Troy Vitek, Assistant City Engineer

Request:

Curb-Gutter and Sidewalk Improvement Deferral Agreement – 2767 E. 3400 N. for Walter M Harnar.

Time Estimate:

The presentation will take approximately 5 minutes.

Background:

The property owner wishes to construct a 1200 sq. ft. shop. A building permit would require frontage improvements, such as curb-gutter and sidewalk installation. This property is located in the Twin Falls Area of Impact and therefore has no curb-gutter & sidewalk on either side of the property to tie into. Since there is no existing curb & gutter to tie into, the property owner is requesting a deferral on the curb-gutter and sidewalk requirement.

Approval Process:

City Code 10-11-5 (B) states the City Engineer may defer construction if the improvement would create a traffic hazard or unusual drainage problem. Staff believes construction of curb-gutter & sidewalk at this location is not warranted at this time.

Budget Impact:

There is no significant budget impact associated with the Council's approval of this request.

Regulatory Impact:

Approval of this request will allow the owner to defer construction until the City Engineer requires construction.

Conclusion:

Staff recommends that the Council approve the request as presented.

Attachments:

1. Location maps
2. Site Photos
3. Curb-Gutter and Sidewalk Deferral Agreement

CURB-GUTTER AND SIDEWALK IMPROVEMENT DEFERRAL AGREEMENT

This Agreement made and entered into this 22nd day of September, 2016, by and between the CITY OF TWIN FALLS, State of Idaho, a municipal corporation, hereinafter called "City", and Walter M. Harnar, hereinafter called "Developer", for the purpose of constructing certain improvements on property sought to be developed at 2767 E. 3400 N.

WHEREAS, Developer certifies that he is the owner in fee simple or the authorized agent of the owner in fee simple of the real property described on the attached Exhibit "A"; and,

WHEREAS, there is attached hereto and incorporated herein as if the same were set out in full, a certified copy of the deed to the above described real property, marked Exhibit "A", showing ownership of said real property to be in Developer, or, as the case may be, there is attached hereto and incorporated herein as if the same were set out in full, a copy of the deed to the above described real property showing ownership in fee simple in someone other than Developer together with a notarized authorization, signed by the real property owner, authorizing Developer to act on behalf of said real property owner; and,

WHEREAS, Developer desires to develop said real property in the following manner: Construct a 1200 sqft shop; and,

WHEREAS, the Developer is obligated to construct certain improvements, namely curb-gutter and sidewalk, pursuant to Title 10, Chapter 11 of the Twin Falls City Code; and,

WHEREAS, the City is authorized, pursuant to Twin Falls City Code Section 10-11-5(B)(2) to defer said improvements; and,

WHEREAS, the City Council on _____ agreed to defer construction of the aforementioned improvements,

WITNESSETH, that for and in consideration of the mutual promises, conditions and covenants contained herein, the parties agree as follows:

I.

City agrees: 1) to defer construction of the required curb-gutter and sidewalk until _____, or until such time as the obligation of curb-gutter and sidewalk construction on adjacent property or properties allows the City Engineer to require construction under the conditions specified in City Code Section 10-11-5(B)(2).

II.

Developer agrees to: 1) complete construction of curb-gutter and sidewalk on the real property described above when required by the City Council.

III.

Developer further agrees that in the event the Developer fails to complete the aforementioned construction, the City may complete the construction at the City's expense and may file a lien against the aforementioned property for expenses incurred by the City in said construction.

IV.

Developer agrees to pay the total actual cost of all materials, labor and equipment necessary to completely construct all of the improvements required herein and to construct or contract for the construction of all such improvements.

Developer agrees to request in writing that the City Engineer and any other required department of the City make the following inspections and to not proceed with construction until the required inspection is complete and the work has been approved in writing by the City Engineer or his authorized inspector. All such inspections shall be scheduled fifteen (15) days prior to beginning work and the request for an inspection shall be made on working day before the required inspection. Developer agrees to apply all costs resulting from his failure to properly schedule and request a required inspection or from proceeding with work before receiving approval to proceed. Developer agrees to remove or correct any rejected, unapproved or defective work or materials all as required by the City Engineer.

Required inspections shall include: 1) approval of all materials before inspection; 2) approval of forms and gravel base before pouring any concrete curb-gutter and sidewalk; and 3) approval of finished curb-gutter and sidewalk.

VI.

The Developer agrees to: 1) allow the City full and complete access to the construction; 2) provide all materials necessary to conduct all tests; and 3) provide the equipment and perform or have performed any testing of manufactured materials required by the City Engineer.

VII.

Developer agrees to obtain any necessary permits from the Twin Falls Highway District or the State of Idaho Department of Highways prior to construction improvements on their respective rights-of-way if said permits are required by the aforementioned agencies. A certified copy of said permit or the original of said permit shall be submitted to the City prior to beginning construction thereon.

This Agreement shall be recorded and shall bind the parties hereto, their heirs, successors in interest, and lawful assigns.

In the event of a breach of this Agreement, or should legal action of any kind be taken to enforce the provisions hereof, the prevailing party shall be entitled to reasonable attorney fees and cost awarded by the Court.

CITY OF TWIN FALLS, IDAHO

Mayor



DEVELOPER

x Michael Deane

STATE OF IDAHO

On this 27 day of September, 2016, before me a notary public in and for said State, personally appeared Walter M. Harnar

known to me to be the person who name subscribed to the within instrument, and acknowledged to me that Walter M. Harnar executed the same.

Lisa A. Strickland

Notary Public
Residing in Jerome County
Expires 8/25/18

STATE OF IDAHO

On this ___ day of _____, 20___, before me a notary public in and for said State, personally appeared _____

known to me to be the person who name subscribed to the within instrument, and acknowledged to me that _____ executed the same.

Notary Public
Residing in _____
Expires _____

THIS INSTRUMENT RECORDED - DO NOT
REMOVE THIS COUNTY CLERK'S STAMP
AS IT IS NECESSARY TO BE RECORDED AS
PART OF THE ORIGINAL DOCUMENT.

Document being re-recorded to correct legal description.

Case No. 68680KC

TitleFact, Inc.
163 Fourth Avenue North
P.O. Box 486
Twin Falls, Idaho 83303

TWIN FALLS COUNTY
RECORDED FOR:
TITLEFACT, INC.
02:55:40 PM 05-26-2016
2016008694
NO. PAGES 2 FEE \$13.00
KRISTINA GLASCOCK
COUNTY CLERK
DEPUTY: JWD
Electronically Recorded by Simplifile

~~TWIN FALLS COUNTY
RECORDED FOR:
TITLEFACT, INC.
01:41:42 PM 05-25-2016
2016008612
NO. PAGES 1 FEE: \$10.00
KRISTINA GLASCOCK
COUNTY CLERK
DEPUTY: DJW
Electronically Recorded by Simplifile~~

**** SPACE ABOVE FOR RECORDER ****

WARRANTY DEED

FOR VALUE RECEIVED JOSHUA K. BEYMER and HOLLY H. BEYMER, husband and wife, hereinafter called the Grantor, hereby grants, bargains, sells and conveys unto WALTER M. HARNAR and KAREN L. HARNAR, husband and wife, hereinafter called Grantee, whose address is: 2767 East 3400 North, Twin Falls, Idaho 83301, the following described premises in Twin Falls County, Idaho; to-wit:

Township ¹¹/₇ South, Range ¹⁷/₂ East, Boise Meridian, Twin Falls County, Idaho
Section ¹⁷/₇ A parcel of land located in the NE¹/₄, more particularly described as follows:
COMMENCING at the Northeast corner of said Section 7, from which the North one-quarter corner of Section 7 bears North 89°47'00" West 2601.86 feet;
THENCE North 89°47'00" West along the North boundary of the NE¹/₄ of Section 7 for a distance of 759.90 feet to the TRUE POINT OF BEGINNING;
THENCE South 00°47'11" East for a distance of 242.00 feet;
THENCE North 89°47'00" West parallel with the North boundary of the NE¹/₄ of Section 7 for a distance of 180.00 feet;
THENCE North 00°47'11" West parallel with the West boundary of the NE¹/₄NE¹/₄ of Section 7 for a distance of 242.00 feet to a point on the North boundary of the NE¹/₄NE¹/₄ of Section 7;
THENCE South 89°47'00" East along the North boundary of the NE¹/₄NE¹/₄ of Section 7 for a distance of 180.00 feet to the TRUE POINT OF BEGINNING.

SUBJECT TO a 25.0 foot wide county road easement along the North boundary of the before described parcel.

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee and the Grantee's heirs and assigns forever. And the said Grantor does hereby covenant to and with the said Grantee, that the Grantor is the owner in fee simple of said premises; that they are free from all encumbrances except as described above; and that Grantor will warrant and defend the same from all lawful claims whatsoever.

Dated: May 25, 2016



JOSHUA K. BEYMER



HOLLY H. BEYMER

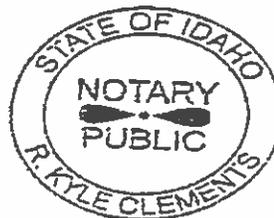
STATE OF IDAHO
County of Twin Falls

On this 25th day of May, 2016, before me, a Notary Public in and for said State, personally appeared JOSHUA K. BEYMER and HOLLY H. BEYMER, known or identified to me to be the people whose names subscribed to the foregoing instrument and acknowledged to me that they executed the same.

IN WITNESS WHEREOF I have hereunto set my hand and official seal the day and year first above written.



Notary Public for Idaho
Residing at Twin Falls, ID
Commission expires 7-30-19



RECORDED ELECTRONICALLY
ID: 2016052516 County TF
Date 5-25-16 Time 1:41
simplifile www.simplifile.com 866.460.8057

Document being re-recorded to correct legal description.
Case No. 68680KC

TitleFact, Inc.
163 Fourth Avenue North
P.O. Box 486
Twin Falls, Idaho 83303

**** SPACE ABOVE FOR RECORDER ****

WARRANTY DEED

FOR VALUE RECEIVED JOSHUA K. BEYMER and HOLLY H. BEYMER, husband and wife, hereinafter called the Grantor, hereby grants, bargains, sells and conveys unto WALTER M. HARNAR and KAREN L. HARNAR, husband and wife, hereinafter called Grantee, whose address is: 2767 East 3400 North, Twin Falls, Idaho 83301, the following described premises in Twin Falls County, Idaho; to-wit:

11 17
Township 7¹¹ South, Range 11¹⁷ East, Boise Meridian, Twin Falls County, Idaho
Section 7: A parcel of land located in the NE 1/4, more particularly described as follows:
COMMENCING at the Northeast corner of said Section 7, from which the North one-quarter corner of Section 7 bears North 89°47'00" West 2601.86 feet;
THENCE North 89°47'00" West along the North boundary of the NE 1/4 of Section 7 for a distance of 759.90 feet to the TRUE POINT OF BEGINNING;
THENCE South 00°47'11" East for a distance of 242.00 feet;
THENCE North 89°47'00" West parallel with the North boundary of the NE 1/4 of Section 7 for a distance of 180.00 feet;
THENCE North 00°47'11" West parallel with the West boundary of the NE 1/4 NE 1/4 of Section 7 for a distance of 242.00 feet to a point on the North boundary of the NE 1/4 NE 1/4 of Section 7;
THENCE South 89°47'00" East along the North boundary of the NE 1/4 NE 1/4 of Section 7 for a distance of 180.00 feet to the TRUE POINT OF BEGINNING.

SUBJECT TO a 25.0 foot wide county road easement along the North boundary of the before described parcel.

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee and the Grantee's heirs and assigns forever. And the said Grantor does hereby covenant to and with the said Grantee, that the Grantor is the owner in fee simple of said premises; that they are free from all encumbrances except as described above; and that Grantor will warrant and defend the same from all lawful claims whatsoever.

Dated: May 25, 2016

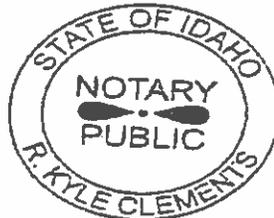
[Signature]
JOSHUA K. BEYMER
[Signature]
HOLLY H. BEYMER

STATE OF IDAHO
County of Twin Falls

On this 25th day of May, 2016, before me, a Notary Public in and for said State, personally appeared JOSHUA K. BEYMER and HOLLY H. BEYMER, known or identified to me to be the people whose names subscribed to the foregoing instrument and acknowledged to me that they executed the same.

IN WITNESS WHEREOF I have hereunto set my hand and official seal the day and year first above written.

[Signature]
Notary Public for Idaho
Residing at Twin Falls, ID
Commission expires 7-30-19





E 3400 N

2767 E 3400 N

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Imagery Date: 6/8/2016 42°29'27.12" N 114°30'08.90" W elev 4077 ft eye alt 4511 ft

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Date: Monday, October 3, 2016

To: Honorable Mayor and City Council

From: Battalion Chief Ron Aguirre

Request:

The Twin Falls Fire Department would like to recognize the achievements of Firefighter Jared Sauer who has completed his Firefighter Level I certification.

Time Estimate:

Approximately 5 minutes

Background:

Battalion Chief Ron Aguirre and the Fire Department staff would like to take this opportunity to recognize Firefighter Jared Sauer on completing his Firefighter I Certification over the course of the last year, and then would like to ask Mayor Shawn Barigar to award him with his certificate.

Approval Process:

None

Budget Impact:

None

Regulatory Impact:

None

Conclusion:

None

Attachments:

None



Date: September 28, 2016
To: Honorable Mayor and City Council
From: Susan Harris, Human Resources Director

Request: Approval and adoption of the Collective Bargaining Agreement between the City of Twin Falls and Twin Falls Firefighters Local 1556.

Time Estimate: Approximately 10-15 minutes to review changes and respond to any questions.

Background: The Collective Bargaining Agreement was last adopted in 2014 and renews automatically thereafter unless either party makes a request to open the negotiation process.

City Administration and the Executive Board of Local 1556 have met on several occasions during the last few months to discuss salary and benefit changes for the upcoming fiscal year. At the request of the Executive Board of Local 1556, several contract items were reviewed and updates to the current Collective Bargaining Agreement are recommended.

DRAFT revisions to the Agreement are noted by a line drawn through existing text, which will be deleted upon adoption, followed by the new recommended language, highlighted in yellow.

There are relatively few changes to this document. They include:

- A change from a two-year agreement to one year;
- Clarification of language in Section 22, Manning of Companies;
- The expansion of the language in the appeal process outlined in Appendix B, Employee Discipline;
- Change of names for signing parties.

Approval Process: This DRAFT has been reviewed and approved by both negotiating teams. Formal adoption by the City Council is required to ratify the Agreement.

Budget Impact: No budgetary impact.

Regulatory Impact: None

Conclusion: The City and Local 1556 have enjoyed an excellent relationship for many years. It is the recommendation of City Staff and the Union Executive Board that this agreement be formally adopted by the City Council.

Attachments: Draft Collective Bargaining Agreement



CITY OF TWIN FALLS

AND

TWIN FALLS FIRE FIGHTERS LOCAL 1556

Collective Bargaining Agreement

~~**October 1, 2014 to September 30, 2016**~~

October 1, 2016 to September 30, 2017

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AGREEMENT(~~2014—2016~~) (2016 - 2017)

This Agreement is entered into by and between the CITY OF TWIN FALLS, IDAHO, hereinafter referred to as the EMPLOYER, and LOCAL 1556 INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS, hereinafter referred to as the ASSOCIATION.

It is the purpose of this Agreement to achieve and maintain harmonious relations between the employer and the Association:

- a) to maintain and increase individual productivity and quality of services;
- b) to express the complete agreement between the parties on wages, hours and conditions of employment;
- c) to prevent any interruptions of work and interference with the efficient operation of the Fire Department; and,
- d) to confirm an orderly procedure for the resolution of grievances.

SECTION 1 – FORMAL RECOGNITION

The Employer recognizes the Association as the exclusive bargaining agent for all employees of the Fire Department except the Fire Chief, Battalion Chiefs, Fire Marshal, and Administrative Assistant, pursuant to the terms of Idaho Code Sections 44-1801 through 44-1811, inclusive. The Association recognizes the City Manager and the City Council, acting through their appointed committees, as the only legal and binding authority of the Employer.

SECTION 2 – ASSOCIATION MEMBERSHIP/DISCRIMINATION

Membership in the Association is voluntary and is governed by Association by-laws. The Employer agrees not to discriminate against any employee for his/her activity in behalf of, or membership in, or non-membership in the Association. The Employer and the Association agree that there shall be no discrimination against any employee because of race, creed, color, national origin, gender, religion, physical limitation, or sexual orientation.

SECTION 3 – MANAGEMENT RIGHTS

It is further recognized by the Association that, except as expressly stated herein, the Employer shall retain whatever rights and authority are necessary for it to operate and direct the affairs of the Fire Department in all of its various aspects including, but not limited to, the right to direct the working forces; to plan, direct and control all the operations and services; to determine the methods, means, organization and number of personnel by which such operations and services are to be conducted, to assign and transfer employees, to schedule working hours and to assign overtime; to determine whether goods or services should be made or purchased, to hire, promote, demote, suspend, discipline, discharge or relieve employees due to lack of work or other legitimate reasons; to make and enforce reasonable rules and regulations; and to change or eliminate existing methods, equipment or facilities. The Employer reserves the right to contract for any or all fire related services; however, the Employer agrees not to implement a contract for

suppression services without written notification to the Association at least 160 calendar days prior to the beginning of a fiscal year.

SECTION 4 – PREVAILING RIGHTS

All written and agreed upon rights, privileges, and working conditions enjoyed by the employees at the present time, and are not included in this Agreement, shall remain in full force, unchanged and unaffected in any matter, during the term of this Agreement unless changed by mutual consent of the Employer and the Association. In the event a right, privilege or working condition is inadvertently omitted or cannot be mutually agreed upon, it may be subject to the grievance procedure. If a prevailing right conflicts with a provision of the Fair Labor Standards Act, as regulated by the Department of Labor or interpreted by the courts, the standard established by the Fair Labor Standards Act shall prevail.

SECTION 5 – PERSONNEL REGULATIONS

The Association agrees that its members shall comply in full with all Fire Department rules and regulations as currently in effect and as may be modified by the Chief during the term of this Agreement. Modifications to the Rules and Regulations shall be reviewed with the Association, and the Association shall be given an opportunity to offer suggestions prior to the implementation. The Association may submit at any time recommendations for rules and regulations modifications to the Employer's authorized agent for their evaluation, review and consideration for adoption. Changes in the rules and regulations during the term of this agreement shall be subject to the grievance process.

The provisions of City of Twin Falls Resolution #1897, as amended from time to time by the City Council, shall apply except where there is a conflict with the provisions of this agreement. In the case of a conflict, the terms and conditions of this agreement shall prevail.

SECTION 6 – PAYROLL DEDUCTIONS OF DUES

The Employer agrees to deduct, once each month, dues only, in the amount certified to be current by the Secretary-Treasurer of the Association from the pay of those employees who individually request in writing that such deductions be sent to the Treasurer of the Association.

The Association agrees to indemnify and hold the Employer harmless against any and all claims, suits, orders or judgments brought or issued against the Employer as a result of any action taken or not taken by the Employer under the provisions of this article.

SECTION 7 – ASSOCIATION BUSINESS

Employees elected to Association office shall be granted reasonable time off to perform their local Association functions with the Employer. In addition, as many as three (3) members of the negotiating team shall be allowed time off up to six (6) shifts per person for all meetings which shall be mutually agreed upon by the Employer and the Association. Upon mutual agreement, further time for negotiations may be allowed.

The members of the Association may take approved hours off for Association business authorized by Association officers, in accordance with the departmental regulations. This time will be paid back at the end of each quarter year from an equal allotment of vacation hours from each Association member. With the approval of the Fire Chief, the Association may use the main fire station for Association business meetings, subject to a maximum of 15 meetings per year.

SECTION 8 – TRAVEL EXPENSES

All members of the Association who are authorized to travel on official City business shall be reimbursed for actual expenses incurred in the course of conducting the business in accord with the policies established by the City's travel policy. Entertainment or other personal expenses not directly involved in the conduct of City business are not reimbursable.

SECTION 9 – BULLETIN BOARDS

The Employer agrees to furnish space for one suitable bulletin board to be supplied by the Association in a convenient place in each fire station. The Association shall limit its posting or notices and bulletins to such bulletin boards for the purpose of posting notices of Association meetings, Association elections, Association election returns, Association appointments to office and Association recreational or social affairs. Such notices shall first be approved by the Association officers. The Association agrees to limit the posting of such notices to its bulletin board space. It is specifically understood that no notices of a political or inflammatory nature shall be posted.

SECTION 10 – FAIR LABOR STANDARDS ACT

It is recognized by both parties that the Employer must comply with the requirements of the Fair Labor Standards Act. Unless otherwise covered by this agreement, it is the intention of the employer to comply with the minimum standards required by the law.

SECTION 11 – WORK PERIOD – HOURLY RATE

Both parties covered by this agreement have elected to establish an alternative work period as allowed under Section 7(K) of the Fair Labor Standards Act.

Each work period shall commence at 8:00 A.M. and end twenty-seven (27) days later. The work period selected for Section 7(K) purposes is not to be confused with the pay period or tour of duty. The term work period simply refers to the 27-day period used to compute the overtime due under Section 7(K).

After an initial training period, the regular tour of duty for suppression personnel shall be one (1) rotating twenty-four (24) hour on-duty shift followed by forty-eight (48) hours off duty.

In order to assure compliance with the Fair Labor Standards Act, time sheets will be provided by the Employer and completed by the employee on a daily basis. Time sheets shall reflect all hours worked and all hours paid but not worked, such as sick leave or vacation.

Appendix A to this agreement shall set forth the F.Y. ~~2014-2015~~ 2016-2017 Pay Schedule. The Pay Schedule shall be placed into effect October 1, ~~2014~~ 2016. The salary shown in Appendix A shall include straight time pay for 243.33 hours.

The monthly pay shall be adjusted to reflect all hours worked or not worked which occurred during the preceding 27 day work period. Hourly rates for each position classification shall be calculated by dividing the monthly salary by 243.33¹ for the calculation of overtime. The regular hourly rate for each employee shall be adjusted to reflect longevity pay and/or certification pay.

SECTION 12 – EXTRA DUTY PAY

- a. Overtime. All overtime shall be administered in accordance with the Fair Labor Standards Act. The salary stated in Appendix A shall include straight time pay for 216 hours in a 27-day work period. A premium payment of ½ times the regular hourly rate shall be paid for all hours worked between 204 hours and 216 hours in a 27-day work period. Hours worked in excess of 216 hours in a 27-day work period shall be compensated at 1 ½ times the regular hourly rate. All absences from work, except excused hours, vacation, and bereavement leave, shall be excluded from the sum of hours worked for the purpose of calculating overtime.
- b. Emergency Call Back Pay. Employees called to emergency duty, as determined by the Chief, or his designee, shall be paid at a rate equal to 1.5 times their normal hourly rate for a minimum of four (4) hours.
- c. Hold-over Pay. Employees held on shift extension shall be paid for actual hours worked in accordance with Section 12(a).
- d. Working Out of Classification. Any person covered by this agreement meeting the specified department requirements for working out of class will have their salary adjusted according to the salary table in Appendix A. Those individuals shall be required to accept the responsibilities and carry out the duties of a position or rank above that which he/she normally holds when assigned.
- e. Portal to Portal. Any employee who is detailed out on contracted work including but not limited to Department of Lands, U.S. Forest Service, BLM, State of Idaho, etc., shall be compensated, portal to portal.

SECTION 13 – VACATION AND HOLIDAYS

¹ (365 days/year; 27-day work periods = 13.5185 work periods/year; 13.5185 work periods/year x 216 hours/work period = 2919.996 hours worked/year; 2919.996 hours worked/year 12 pay periods/year = 243.33 hours/month)

Each regular, full-time fire fighter working a 27 day, 216 hour work period shall earn vacation leave based on the monthly accrual rate shown in Table II. The monthly accrual rate shall be determined according to the hours of accumulated sick leave held by each fire fighter on the first day of each calendar month. Fire fighters working a 40-hour work week shall earn and use sick leave in accordance with the provisions of Resolution #1897, as amended.

TABLE II				
Accrued Sick Leave Hours	Annual Vacation Rate		Monthly Equivalent	
	Shifts	Hours	Shifts	Hours
0 - 864	6	144	0.50	12
865 – 1,440	7	168	0.583	14
1,441 – 1,800	8	192	0.667	16
1,801 – 2,159	9	216	0.75	18
2,160	10	240	0.834	20

A new employee’s vacation shall start to accrue on the first day of the calendar month that is nearest to his/her date of starting full-time regular employment.

No employee is entitled to use vacation until completion of the sixth month of employment unless otherwise approved by the Chief, or his designee.

Regular days off shall not be computed as full working days when falling within any continuous vacation period. If an employee is eligible for the holiday benefit, holidays falling within the vacation will not be counted as part of the vacation.

The maximum vacation accrual shall be 10 shifts. Vacation accruals in excess of 10 shifts shall be converted to accumulated sick leave subject to the maximum accumulation provision. Once the maximum accumulation of sick leave is achieved, vacation balances in excess of the maximum shall expire. Emergency personnel regularly assigned holiday duty may accrue vacation and holiday time to a total of 12 shifts (288 hours). Each employee’s vacation accrual record shall be reviewed for compliance with this section as of his/her annual anniversary date. Carry-over of excess vacation hours may be granted by the City Manager when work requirements do not allow vacation to be used prior to the employee’s anniversary date.

Employees may utilize their allowance of annual leave on the basis of an application approved by their department head subject to the right of the department head to plan the work under his/her control and to authorize absences only at such time as the employee can best be spared. Vacation shall be deducted from the employee’s accrued balance, based on the hours of vacation used during the work period. If an employee’s vacation balance is not sufficient to cover the leave, Payroll shall deduct monies from their paycheck in an amount equal to the deficiency. The use of vacation prior to its accrual shall be viewed as abuse and subject to disciplinary action.

When leaving the services of the City, an employee shall be paid for accrued vacation time not taken.

Holidays shall be New Year’s Day, Dr. Martin Luther King Day, Presidents’ Day, Memorial Day, Independence Day, Labor Day, Veteran’s Day, Thanksgiving Day, Friday following Thanksgiving Day, Christmas Day, and Christmas Eve when Christmas Eve falls on a Monday, Tuesday, Wednesday or Thursday. When Christmas Eve falls on a Friday, Saturday or Sunday, the holiday shall not be granted. In lieu of the holiday benefit, fire fighters shall be credited 12 hours of additional vacation leave per holiday. Additional holidays granted to other City employees shall be compensated at the hourly equivalent per holiday (one-half day = 6 hours, full day = 12 hours).

SECTION 14 – SICK LEAVE

Each regular, full-time fire fighter working a 27 day, 216 hour work period will earn sick leave based on monthly accrual rates shown in Table I. Fire fighters working a 40-hour work week shall earn and use sick leave benefits in accordance with the provisions of Resolution #1897, as amended. The monthly accrual rate shall be determined according to the hours of accumulated sick leave held by each fire fighter on the first day of each calendar month.

TABLE I				
Accrued Sick Leave	Annual Sick Leave Rate		Monthly Equivalent	
Hours	Shifts	Hours	Shifts	Hours
0 – 864	12	288	1.0	24
865 – 1,440	10	240	0.834	20
1,441 - 1,800	8	192	0.667	16
1,801 – 2,159	6	144	0.5	12
2,160	*4	*96	*0.334	*8

*Once an employee has reached his/her maximum sick leave accrual, the excess hours will continue to accrue in a dedicated account. Upon retirement, the employee may use the time exclusively for the purchase of health care coverage until the account is depleted or the age of 65. Once the employee qualifies for Medicare, the benefit terminates.

An employee shall be considered as having completed a month of service if he/she appears on the payroll nine or more working shifts in a month. For the purpose of this section, each shift on duty in the Fire Department will be considered as one working day. A new employee’s sick leave shall start to accrue on the first day of the calendar month nearest to the date of starting full-time regular employment.

For the purposes of this agreement, sick leave shall be defined as the absence from work of an employee due to personal illness, or the serious illness of an immediate family member requiring the employee’s attendance. Immediate family shall be defined as spouse, children, parents of the employee and employee’s spouse.

As a matter of policy, the sick leave benefit shall be considered a privilege rather than a right of employment. Sick leave may be used as allowed in this agreement, but for no other purpose. Any abuse of the sick leave benefit shall result in strict disciplinary action and potential termination.

When an employee finds it necessary to use the sick leave privilege, the employee shall report the fact to the department head or supervisor in accordance with departmental policy. The department head shall require a doctor's release prior to allowing an employee to return to work or prior to the authorization of sick leave pay for time not worked, when the employee's sick leave record indicates a health problem, susceptibility to recurring illness or frequent serious illness in the employee's family.

Any member of the Association who is temporarily incapacitated as a result of a non-work related illness or injury and who has a limited-duty statement from his/her doctor may be allowed to return to work to perform duties as assigned by the Chief.

Sick leave may be accumulated if not used during the year earned, subject to a maximum accrual of 90 shifts.

Sick leave may not be taken in advance of the period earned. Leave of absence without pay may be allowed as provided in Section V-7 of the Employee Resolution outlining general terms and conditions of employment for City employees.

Sick leave may not be used for lost time resulting from work-related injuries.

SECTION 15 – FAMILY MEDICAL COVERAGE PROGRAM

Family medical coverage shall be provided in accordance with the program described in Resolution #1897.

SECTION 16 – LONGEVITY PAY

Section 2 of Appendix A describes the longevity pay.

SECTION 17 – ACCIDENT LEAVE

Whenever a member of the Fire Department sustains a work-related injury, the Accident Leave benefit, in accordance with Section V-6 of Resolution #1897, may apply.

Any member of the Association who is eligible to receive compensation from the State Insurance Fund and receives a limited-duty statement from their physician may be expected to return to work to perform duties as assigned. The temporary reassignment may be in another department and may include a change in the regular tour of duty. Refusal to accept bona fide limited-duty work may be cause for the State Insurance Fund to discontinue Workman's Compensation benefits.

Accident Leave granted during the time a fire fighter is unable to perform his/her duties until he/she begins to receive benefits from the Fire Fighter's Retirement Fund, shall not exceed a period of twelve (12) months. It shall consist of full City pay less any compensation paid under the Workman's Compensation laws. Said Accident Leave time shall not be deducted from an employee's sick leave.

SECTION 18 – BEREAVEMENT LEAVE

In the event of a death in the immediate family of an employee, the employee may be granted up to three (3) shifts off with pay, subject to the approval of the Chief. The immediate family shall be defined as spouse, children of the member, grandparents, mother, father, brother, sister of the member and those of the member’s spouse.

SECTION 19 – RETIREMENT FUND

The City shall pay the Employer’s contribution as established by the retirement system. Mandatory increases in the Employer’s retirement rate set during the term of the agreement shall be paid by the City.

SECTION 20 – SOCIAL SECURITY

Following the Referendum B vote of July 16, 2012, which was held in accordance with 42 U.S.C 418(d), where a majority of the members of the Twin Falls fire fighters voted to withdraw from the Social Security Act, the City of Twin Falls has agreed with Twin Falls Fire Fighter’s Local 1556 that it shall, in lieu of paying Social Security employer contributions to the Internal Revenue Service on behalf of each employee, contribute the equivalent amount (currently 6.2%), as calculated for all other employees of the City of Twin Falls, into the PERSI Choice Plan as long as each fire fighter contributes a matching contribution of a minimum of one percent (1%).

SECTION 21 – DISABILITY INSURANCE

Should the City of Twin Falls discontinue offering Standard long-term disability insurance, or an equivalent long-term disability benefit as is currently provided to all employees, the City agrees to provide a minimum ninety (90) day notice to the Association, at which time its members can elect to use a portion of their rebated Social Security premium to offset the costs.

SECTION 22 - MANNING OF COMPANIES

~~Every reasonable effort will be made to staff eleven (11) personnel (excluding the Battalion Chief) on each shift for emergency response.~~

Each shift will staff twelve (12) fulltime paid career personnel for emergency response. Staffing will include:

Command: One (1) Battalion Chief

Station One: One (1) Captain
One (1) Driver Operator
One (1) Tender Driver
One (1) Firefighter

Station Two: One (1) Captain
One (1) Driver Operator
One (1) Firefighter

Station Three: One (1) Captain
One (1) Driver Operator
One (1) Tender Driver

Station Four: One (1) Driver Operator

In case of injury, illness or other uncontrollable circumstance, the shift may drop below minimum staffing levels. The Fire Chief or his designee will take necessary actions to bring staffing levels back to twelve personnel, within a four (4) hour period, utilizing any qualified personnel (WOC included). This shall include mandating qualified personnel to report for duty.

SECTION 23 – SHIFT ASSIGNMENTS

Shift assignments are made at the discretion of the Fire Chief. When possible, a 30-day notice of shift change will be provided to all affected employees. Station assignments will be made at the discretion of the Battalion Chief.

SECTION 24 – TRADING OF SHIFTS

For purposes of this agreement, trading of shifts (time trades) shall be considered a prevailing right, subject to several restrictions established by the Fair Labor Standards Act.

- 1) Employees who trade time must voluntarily agree to the trade. It cannot be initiated or mandated by the employer.
- 2) All shift trading will require prior approval.
- 3) The trade must be between two employees who have the same type of job; that is, the two employees must be employed in the same capacity.

As a result of the 1985 Amendments, if two employees trade hours pursuant to Section 7(p)(34) of the FLSA, each employee will be credited as if he or she had worked his or her normal work schedule. If the employee designated to work an approved time trade fails to report for duty for any reason, the employee who is to receive credit as if he or she had worked their normal work schedule will, instead, have the hours deducted from their vacation balance.

SECTION 25 – VACANCIES – PROMOTIONS

When a regular full-time vacancy occurs in any position covered by this agreement, the Employer shall review the position in accordance with its responsibilities as stated in Section 3 (Management Rights) and the status of the fiscal year budget. If the decision is made to fill the

position, then it shall be filled in a reasonable period of time. Filling of vacancies shall be accomplished in accordance with the department standard operating procedure (S.O.P.).

SECTION 26 – PERSONNEL REDUCTION

If the Employer finds it necessary to reduce Fire Department positions, the employee with the least service time shall be the first discharged in accordance with procedure outlined below.

If positions within a division other than the lowest ranked position are designated for reduction, the following procedure shall apply:

- a) The employee(s) with the least seniority within the position (as opposed to seniority within the division) shall be designated for lay-off;
- b) An employee so designated may elect to bump to the last position previously held, assuming continued satisfactory performance. The employee(s) to have last attained the position within this classification shall then be designated for lay-off. This election shall be made in writing to the Chief within five (5) days of receiving the lay-off notice.
- c) Affected employees shall be entitled to restoration to the lost position whenever a vacancy in such position is available, assuming continued satisfactory performance.
- d) Affected employees later restored to the last position shall receive full credit for actual time served in that position, even though the terms of service may not be consecutive.

Employees bumped in accordance with Paragraph (b) shall have the benefit of the procedure outlined in Paragraphs (a) – (d).

In the event that forced reductions or bumping affects two or more employees promoted to a particular position on the same day, the following procedure shall apply:

- a) If applicable under the promotional procedures, the employee with the highest test scores in the testing for the particular position shall be deemed to have the superior seniority;
- b) If both, seniority in the position and test scores are equal, then the employee with the most seniority in the division shall be deemed to have the superior seniority. If test scores are not utilized as part of the promotional criteria, then seniority within the division shall be the sole determining factor.

An employee who is laid off because of reduction in force shall be given first opportunity for reemployment if:

- a) The employee is qualified to hold the available position; and,
- b) The employee has maintained a personal record which would not discredit the Department or the employer.

The laid-off employee shall be notified of the vacancy by certified mail and be given a period of seven (7) calendar days to reply. The notification shall be mailed to the last known address of the former employee. It shall be the former employee's responsibility to notify the Personnel Director of any change of address.

Opportunity for reemployment shall be offered in inverse order of lay-off, so that the last person laid off shall have the first opportunity for reemployment.

Offers of reemployment shall be limited to one (1) opportunity. If the laid-off employee fails to respond to said notification within the time permitted or refuses the offer for reemployment, all rights and privileges under this policy shall terminate.

Individuals restored to employment under provision of Section 24 shall retain sick leave and seniority for time in service accrued prior to lay off. Individuals shall also retain all rights and interests to retirement benefits as provided in State law and retirement system regulations.

SECTION 27 – DISCIPLINE PROCEDURE

Appendix B to this Agreement describes the accepted discipline procedure.

SECTION 28 – GRIEVANCE PROCEDURE

Appendix C to this Agreement describes the accepted grievance procedure.

SECTION 29 – RESIDENCY REQUIREMENT

All employees covered by this Agreement hired on or after October 1, 1992, shall live within eighteen (18) miles of Twin Falls city center, as defined as the intersection of Main and Shoshone Streets. Residency is required within three (3) months following completion of the introductory period. Employees covered by this agreement hired prior to 10-1-92 shall be exempt from this requirement.

SECTION 30 – SAFETY PROGRAM

The Association may submit through standard channels of communications to the Fire Chief reports, investigations, suggestions, recommendations and review of all accidents, deaths, injuries or illness pertinent to the fire service. The Chief shall evaluate such communications and forward to the City Manager.

SECTION 31 – CLOTHING ALLOWANCE

All uniforms, protective clothing or protective devices required of employees in the performance of their duties shall be furnished without cost to the employees by the Employer.

SECTION 32 – EMPLOYEE GOLF RATES

In order to promote physical fitness, the Employer agrees to establish employee rates for golf course use. The employee rate shall be equal to one-half (1/2) the regular rate – either on a daily basis or for a season pass. The discounted rate for daily greens fees shall apply to City employees only. A reduced rate will be allowed on individual, couple and family season passes.

SECTION 33 – PARKING

The Employer shall provide, without cost to employees on duty, adequate parking space on City property in the vicinity of fire stations and work sites.

SECTION 34 – SAVING CLAUSE

If any provision of the Agreement, or the application of such provision, should be rendered or declared invalid by any court action or by reason of any existing or subsequently enacted legislation, the remaining parts or portions of this Agreement shall remain in full force and effect.

SECTION 35 – APPENDICES AND AMENDMENTS

All appendices and amendments to this Agreement shall be numbered (or lettered), dated and signed by all responsible parties and shall be subject to all the provisions of this Agreement.

SECTION 36 – DURATION OF AGREEMENT

This Agreement shall be effective as of the first day of October ~~2014~~ **2016**, and shall remain in full force and effect until the 30th day of September ~~2016~~ **2017**. It shall automatically be renewed from year to year hereafter, unless either party shall have notified the other in writing of the section within the agreement desired by either party to negotiate changes, at least one hundred and twenty (120) days prior to the annual anniversary date that it desires to modify the Agreement.

In the event that such notices are given, negotiations shall begin no later than ninety (90) days prior to the anniversary date.

CITY OF TWIN FALLS (BI-WEEKLY Rates)					
Fiscal Year 2014-2015					
Minimum		Midpoint		Maximum	
\$4,101	to	\$4,921	to	\$5,905	19
\$3,661	to	\$4,394	to	\$5,272	18
\$3,269	to	\$3,923	to	\$4,708	17
\$2,919	to	\$3,502	to	\$4,203	16
\$2,606	to	\$3,127	to	\$3,753	15
\$2,327	to	\$2,792	to	\$3,350	14
\$2,077	to	\$2,493	to	\$2,991	13
\$1,889	to	\$2,266	to	\$2,720	12
\$1,717	to	\$2,061	to	\$2,473	11
\$1,561	to	\$1,873	to	\$2,277	10
\$1,419	to	\$1,703	to	\$2,077	9
\$1,326	to	\$1,591	to	\$1,917	8
\$1,239	to	\$1,427	to	\$1,785	7
\$1,159	to	\$1,277	to	\$1,668	6
\$1,083	to	\$1,137	to	\$1,559	5
\$1,012	to	\$1,074	to	\$1,457	4
\$945	to	\$1,137	to	\$1,361	3
\$884	to	\$1,061	to	\$1,273	2
\$826	to	\$991	to	\$1,189	1

POLICE DEPARTMENT SALARY TABLE					
2184 hrs Yrly, 109.2 hrs Per Pay Period					
\$1,983	to	\$2,380	to	\$2,856	SS
\$1,803	to	\$2,164	to	\$2,640	SG
\$1,490	to	\$1,788	to	\$2,112	Patrol
\$1,392	to	\$1,671	to	\$2,016	Recruit

MONTHLY					
FIRE DEPT. SALARY TABLE - Positions Covered by CBA					
2920 hrs Yrly, 243.33 hrs Per Pay Period					
\$5,041	to	\$6,049	to	\$7,259	14
\$3,794	to	\$4,553	to	\$5,463	11a (2%)
\$3,721	to	\$4,465	to	\$5,358	11
\$3,137	to	\$3,764	to	\$4,517	9a (2%)
\$3,074	to	\$3,689	to	\$4,427	9
\$2,932	to	\$3,519	to	\$4,222	8b (1%)
\$2,902	to	\$3,482	to	\$4,179	8a (1%)
\$2,873	to	\$3,448	to	\$4,138	8

General Employee Salary Table (BI-WEEKLY Rates)				
Fiscal Year 2016-2017				
2080 hrs Yrly, 40 hrs Per Week, 80 hrs Per Pay Period				
Minimum		Market		Maximum
\$4,479	to	\$5,374	to	\$6,449
\$3,999	to	\$4,798	to	\$5,758
\$3,570	to	\$4,284	to	\$5,141
\$3,188	to	\$3,826	to	\$4,591
\$2,846	to	\$3,415	to	\$4,098
\$2,541	to	\$3,050	to	\$3,660
\$2,269	to	\$2,722	to	\$3,267
\$2,063	to	\$2,475	to	\$2,970
\$1,875	to	\$2,250	to	\$2,700
\$1,705	to	\$2,046	to	\$2,455
\$1,550	to	\$1,860	to	\$2,232
\$1,448	to	\$1,738	to	\$2,085
\$1,353	to	\$1,624	to	\$1,949
\$1,265	to	\$1,518	to	\$1,822
\$1,182	to	\$1,418	to	\$1,702
\$1,105	to	\$1,326	to	\$1,591
\$1,033	to	\$1,239	to	\$1,487

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Sworn Police Dept Salary Table Bi-Weekly				
2184 hrs Yrly, 84 hrs Per Pay Period				
Minimum		Market		Maximum
\$2,166	to	\$2,599	to	\$3,119
\$1,969	to	\$2,363	to	\$2,836
\$1,628	to	\$1,953	to	\$2,344
\$1,520	to	\$1,824	to	\$2,189

SS
SG
Patrol
Recruit

MONTHLY				
Fire Salary Table - Positions Covered by CBA				
2920 hrs Yrly, 243.33 hrs Per Pay Period				
Minimum		Market		Maximum
\$5,505	to	\$6,607	to	\$7,928
\$4,145	to	\$4,974	to	\$5,968
\$4,064	to	\$4,876	to	\$5,852
\$3,425	to	\$4,110	to	\$4,932
\$3,358	to	\$4,030	to	\$4,836
\$3,202	to	\$3,842	to	\$4,611
\$3,169	to	\$3,803	to	\$4,564
\$3,139	to	\$3,767	to	\$4,520

14
11a (2%)
11
9a (2%)
9
8b (1%)
8a (1%)
8

APPENDIX A

a) Positions covered by this agreement have been assigned the following grades:

Relief Battalion Chief	Grade 11a
Captain	Grade 11
Relief Captain	Grade 9a
Driver	Grade 9
Relief Driver	Grade 8b
Tender Driver	Grade 8a
Fire Fighter	Grade 8

b) The base salary figures shown above for employees covered by this agreement represent straight time pay for 243.33 hours.

c) Hourly rates shall be calculated by dividing the monthly salary by 243.33 hours.

d) Hours worked between 204 and 216 shall be paid at one-half (1/2) the hourly rate. Hours worked beyond 216 hours in a 27-day work period shall be paid at one and one-half times the hourly rate. All absences from work, except excused hours, vacation and bereavement leave, shall be excluded from the sum of hours worked for the purpose of calculating overtime.

e) Starting compensation for new employees will be the minimum shown in the salary range for the position of fire fighter. Promoted employees will be assigned from their current salary to the next highest salary within their new pay range with the following minimums:

Fire Fighter to Driver	7%
Driver to Captain	10%

f) All salary adjustments are subject to budget authorization and Council approval. Employees within their first year of employment who have a favorable performance evaluation, and who are still within their original assigned pay grade will be eligible for an increase on their anniversary date. Employees who are beyond their first year and who have a favorable performance evaluation will be granted an increase effective October 1st subject to Council authorization and budget approval.

2) Longevity Pay:

Longevity shall be paid at the rate of \$4.00/month for each full year of service, commencing on the employee's anniversary date of the sixth consecutive year of service.

EXAMPLE

Monthly Base Pay Increase	During These Years of Service
\$24.00	6 th year
28.00	7 th year
32.00	8 th year
100.00	25 years is maximum accrual time

3) Certification Pay:

Certification Pay shall be awarded as follows:

- * Level II TFFD Fire Fighter Certification \$50.00
- * Level III TFFD Fire Fighter Certification \$50.00
- * Combination consisting: \$50.00

- Current Driver Certification,
- Current Fire Inspector, and

- 12 college credits (6 credits specifically related to Human Relations courses. In general, this includes classes in supervisory and management skills, leadership, team building, psychology and communications.) Applicable credits are those credits earned as a result of independent study from an accredited college or university during tenure of employment with the City. Training programs provided by the City shall not count towards the total. Subject to manning levels, job demands and the Chief’s approval, employees covered by this agreement may request authorization to attend job-related, accredited college classes during on-duty evening hours.

The maximum certification pay shall be \$150.00/month.

No employee covered by this agreement shall forfeit certification pay authorized under the former program.

DATED _____

EMPLOYER

ASSOCIATION

Mayor ~~Don Hall~~ Shawn A. Barigar

Edward F. Morris David L. Owens, President

City Manager Travis P. Rothweiler

Rick D. Hatridge Gerald B. Dillman, Vice President

Jesse L. Bowman, Secretary/Treasurer

APPENDIX B

EMPLOYEE DISCIPLINE

The purpose underlying this discipline policy is to establish a consistent procedure for maintaining suitable behavior and a productive working environment. Disciplinary action may include oral reprimand, written reprimand, suspension without pay, probation, demotion, reduction in pay, and termination. Disciplinary action need not be progressive in nature.

- A) Procedure: A supervisor who has cause to believe that disciplinary action may be necessary shall make a reasonable effort to ascertain all relevant facts prior to proposing or taking disciplinary action. The supervisor shall document evidence on the matter in a way that may be easily reviewed and understood by someone unfamiliar with the matter. The disciplinary action taken should reflect consideration of the severity of the offense or performance problem, previous performance problems or offences of a similar type and the period of time between occurrences, overall work record, and treatment of other employees under similar circumstances.
- 1) Oral Reprimand: An oral reprimand occurs when a supervisor verbally admonishes an employee for an offense, and impresses the need for corrective action. The purpose is to eliminate misunderstandings and to set and maintain desired standards of conduct and performance. Although the supervisor should note the date and content of the warning for future reference, it is not recorded in the employee's personnel file at the time of the warning. An oral reprimand may not be appealed.
 - 2) Written Reprimand: A written reprimand occurs when a supervisor placed the employee on official notice that performance or conduct must improve. The written reprimand must clearly describe the unacceptable performance and/or conduct, the corrective action(s) required, and the time frame involved. A written reprimand is initiated by the completion of a "Notice of Proposed Disciplinary Action" on a form from the Personnel Office. The employee shall meet with the supervisor within seven (7) calendar days of receipt of the "Notice" to discuss the proposed disciplinary action. The original written reprimand shall be forwarded to the Personnel Office for placement in the employee's personnel file.
 - 3) Suspension Without Pay, Salary Reduction, Demotion or Dismissal: These forms of disciplinary action may be taken where less severe forms have failed to improve performance, or where the violations or offenses are more severe. An employee may be suspended with pay pending imposition of any proposed disciplinary action. Discipline is initiated by completion of the "Notice of proposed Disciplinary Action" on a form from the Personnel Office. The "Notice" shall first be approved by the City Manager and then hand-delivered to the employee by the Department Head. The "Notice" shall be signed by the Department Head and the employee must acknowledge receipt of the "Notice" by signing the form. The employee shall be provided with a copy of the "Notice" along with copies of all documents upon which the proposed disciplinary action is based. A meeting shall be scheduled with the Department head and City Manager

within seven (7) calendar days at which time the employee may respond to the allegations and/or the proposed disciplinary action. This meeting shall be informal in nature. The disciplinary action may thereafter be implemented, unless the department head wishes to alter the proposed disciplinary action, in which case the City Manager shall be consulted prior to implementing the decision.

- B) Appeal: An employee may appeal the decision of a department head where the disciplinary action includes a written reprimand, suspension without pay, salary reduction, demotion or dismissal. An appeal must be initiated within seven (7) calendar days of receipt of the disciplinary action by submitting a "Notice of Appeal" to the personnel Office on a form provided by that office. All appeals of disciplinary action shall be submitted for discussion with City Officials and involved parties. If an agreement cannot be reached, the appeal will then be subject to mandatory mediation and binding arbitration. The employee and the City shall each have the right to disqualification of one mediator and one arbitrator. If mediation fails, the decision of the arbitrator shall be final.

DATED _____

EMPLOYER

ASSOCIATION

Mayor ~~Don Hall~~ Shawn A. Barigar

~~Edward F. Morris~~ David L. Owens, President

City Manager Travis P. Rothweiler

~~Rick D. Hatridge~~ Gerald B. Dillman, Vice President

Jesse L. Bowman, Secretary/Treasurer

APPENDIX C

GRIEVANCE PROCEDURE

A grievance shall be defined as a dispute or disagreement raised by an employee against the employer involving the interpretation or application of specific conditions of the employee resolution, ordinances, contracts or regulations of the City of Twin Falls including an allegation of constructive discharge, but excluding disciplinary action.

An aggrieved employee or former employee has from the beginning of the alleged problem fourteen (14) calendar days in which to file the grievance. The filing period may be extended if both parties are working informally to resolve the problem. The extension should be in written form, signed by both parties. If the issue cannot be resolved, either party should notify the other that impasse has been reached. The filing period will commence with the date of impasse. An aggrieved employee shall first submit the grievance in writing on a form provided by the Personnel Office. The submittal shall include all pertinent facts as determined by the employee, the basis for the grievance expressed in terms of the specific rules or regulations alleged to be misinterpreted and the action the employee believes the City should take as a result of the grievance filing.

The department head shall make a written report on his findings and decision concerning any such grievance, which report shall be submitted to the City Manager within two (2) working days of receipt of the written grievance or as soon thereafter as possible.

The City Manager shall review the department head’s decision and may interview all interested parties and then shall make his decision concerning said grievance. The City Manager shall provide his decision in writing to the aggrieved employee within five (5) working days of receipt of the department head’s report or as soon as possible.

If either the department head or the City Manager is unable to respond to the grievance within the prescribed time frame, notification including an approximate complete date will be provided to the grievant.

An employee may appeal the City Manager’s decision by requesting a hearing before the City Council. Said request must be made in writing to the Personnel Office within seven (7) calendar days following receipt of the City Manager’s decision. The matter will be placed on the Council agenda, either as a regular agenda item or as a special meeting.

DATED _____

EMPLOYER

ASSOCIATION

Mayor ~~Don Hall~~ Shawn A. Barigar

Edward F. Morris David L. Owens, President

City Manager Travis P. Rothweiler

Rick D. Hatridge Gerald B. Dillman, Vice President

Jesse L. Bowman, Secretary/Treasurer



Date: Monday, October 3, 2016
To: Honorable Mayor and City Council
From: Bill Carberry, Airport Manager

Request:

Consideration of an Agreement for Design, Bidding and Construction Engineering Services with J-U-B Engineers for the 2017 FAA Taxiway Construction & Fire Truck Acquisition Projects.

Time Estimate:

The request will take approximately 10 minutes with additional time needed for questions and answers.

Background:

The Airport's FAA Airport Improvement Program (AIP) capital construction program for 2017 consists of two projects. The first project consists of a pavement rehabilitation/reconstruction of Taxiway Alpha. The second project includes services related to the design, bid and acquisition of a new airport fire truck to replace the 1996 model currently in use. (See attached project descriptions)

The airport advertised an RFQ for engineering services in 2015 for a service period of up to five years. The engineering firm of JUB was recommended to the City and County by the Airport Board from amongst the engineering firms interviewed; the City & County concurred with the Airport Board's recommendation. With JUB being the engineer of choice, the Airport requested a contract proposal for engineering services for the two 2017 projects. The enclosed contract is for all services related to the two projects to include design, bidding and construction administration and observation.

When FAA AIP projects include engineering costs in excess of \$100,000, all airports are required by the FAA to obtain an independent fee estimate (IFE) from another engineering firm as a means to help compare and negotiate engineering service costs. Staff solicited the assistance of CH2M's aviation personnel in their Boise office to help develop the independent fee estimate based on the defined scope of work for the two projects.

Budget Impact:

- The JUB Contract- The cost of the contract, inclusive of all areas of service for the 2 projects, totals \$621,537. The independent Fee estimate provided by CH2M engineers is \$631,798. The total fee for the two projects provided by JUB is approximately 2% lower than the independent fee estimate. The FAA generally considers fee proposals within 10-15% of each other as a reasonable comparison. (See attached IFE analysis)
- Construction Costs- Estimated construction costs for the taxiway rehabilitation projects is \$2,770,000 and the cost of the Fire Truck is estimated at \$765,000, for a total estimated of \$3,535,000 for the two projects. (See attached project description/cost)
- FAA Funding- Staff has been working with the FAA for several years to try and secure additional discretionary grant funds in 2017 in order to accelerate the pavement maintenance and fire truck replacement schedule identified in the airport's capital improvement plan. The

FAA has advised the airport that in order to be positioned to compete for and accept the approximately \$2,900,000 in additional discretionary funding, the projects should be designed in order to have open bids next April.

- FAA Grant Offers- The FAA has stated that the two projects for next year rank very high for discretionary funding in 2017. The FAA has funding authorized by congress through September 30th of 2017. If the Discretionary funding does not become available, we will utilize our Entitlement funding to acquire the fire truck and defer the pavement improvements.
- Bidding - The projects will be bid as two projects with the Taxi way as the first project and the fire truck and associated equipment as the second project.
- Bid Awards- The FAA bases grant offers upon open bids for projects. With this requirement we will bid the two projects in order to provide the FAA the hard costs. Bid awards will be contingent upon FAA funding.
- Local Match-The 2017 airport construction fund includes the locally required City and County 6.25% matching dollars for FAA grants.

Regulatory Impact:

The two projects will help maintain airport pavement and equipment at acceptable standards as required by the Federal Aviation Administration.

Conclusion:

Through the strong collaboration between the FAA, the Airport, and our consulting firm JUB, we have positioned the community to take advantage of possible discretionary funding. If the additional funding is realized we will be able to accelerate our capital improvement plan overall.

After reviewing the proposed contract with the FAA and the Airport Advisory Board, staff recommends that the City Council approve the agreement for engineering services with JUB Engineering in the amount of \$621,537.56, contingent upon FAA concurrence and funding.

Attachments:

1. Description of Projects
2. Independent Fee Estimate Analysis
3. JUB Contract/Scope of Work

**FAA AGREEMENT FOR PROFESSIONAL SERVICES
FY 2017 Joslin Field Twin Falls Airport Taxiway A Rehabilitation and ARFF Procurement,
A.I.P. 3-16-0036-038
Magic Valley Regional Airport, Idaho**

THIS AGREEMENT is made as of the ____ day of August 2016 by and between, Magic Valley Regional Airport, 492 Airport Loop Twin Falls, Idaho 83303 hereinafter referred to as the CLIENT, and J-U-B ENGINEERS, Inc., 115 Northstar Avenue, Twin Falls, Idaho, 83301, hereinafter referred to as J-U-B.

WHEREAS, the CLIENT intends to make certain improvements and/or modifications to the Magic Valley Regional Airport consisting of the following:

FAA AIP 3-16-0036-038 includes the Project Formulation, Design, Bidding and Construction Engineering Services for the following items: Rehabilitate 4,350 linear feet of Taxiway "A" from Runway 12-30 to Runway 26 including portions of associated connecting taxiways amounting to an additional 850 linear feet.

Also included in this Scope of work is the procurement of an ARFF vehicle similar to an Oshkosh T 1500. The Airport is seeking to replace an existing Index B truck with an Index B truck. Even though the airport is currently rated Index A, the facility is Index B capable. (The facility is the primary diversion location for Boise, Hailey, and Salt Lake Airports and is currently experiencing operations of heavy General Aviation traffic including large jet traffic. The airport current 5- year air service plan includes scheduled service of Index B aircraft including the RJ 400 aircraft).

These two efforts will be bid as separate projects with individual contract documents and separate bids. It is assumed that two grants will be required to fund these projects, one for the ARFF equipment and one for the design, bidding and construction of the Taxiway A rehabilitation project.

Hereinafter referred to as the PROJECT:

W I T N E S S E T H

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

**ARTICLE 1
J-U-B'S SERVICES**

1.01 BASIC SERVICES

J-U-B agrees to perform or furnish professional engineering services in relation to the PROJECT, including normal civil engineering services related thereto, as set forth in Attachment 1 – Scope of Services consistent with the applicable Standard of Care. Standard of Care is defined as the care and skill ordinarily used by members of the subject profession practicing under like circumstances at the same time and in the same locality.

Construction Phase services are more specifically defined in Standard Exhibit A – Construction Phase Services.

1.02 SCHEDULE OF SERVICES TO BE PERFORMED

J-U-B will perform said Services as follows:

Initiate Design Services August 2016 with bidding complete April 2017

Construction Phase to be complete by November 2017, Close out phase complete by March 2018

ARFF Procurement closeout by November 2018

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

This Agreement shall be in effect from August 1, 2016 to November 31, 2018. In the event the services described will not be completed during the term of this Agreement the Agreement shall be amended.

1.03 ADDITIONAL SERVICES

When authorized in writing by the CLIENT, J-U-B agrees to furnish, or obtain from others, additional professional services in connection with the PROJECT, as set forth below and as otherwise contained within this Agreement:

- A. Provide other services not otherwise provided for in this Agreement, including services normally furnished by the CLIENT as described in Article 2, CLIENT'S RESPONSIBILITIES.
- B. Provide services as an expert witness for the CLIENT in connection with litigation or other proceedings involving the PROJECT.
- C. Assist or extend services as a result of strikes, walkouts, or other labor disputes, including acts relating to settlement of minority group problems.
- D. Mitigation work identified in the environmental review.
- E. Additional services when the PROJECT involves more than two construction contracts or separate equipment contracts.
- F. Review the PROJECT prior to expiration of the guarantee period and report observed discrepancies under guarantee provided by the construction contract.
- G. Extended services during construction made necessary by: 1) work damaged by fire or other cause during construction; 2) defective or incomplete work of the Contractor causing delays in the project resulting in additional costs to J-U-B; 3) prolongation of the initial construction contract time beyond the contract time; 4) acceleration of the work schedule involving services beyond established office working hours; and 5) the Contractor's default under the construction contract due to delinquency or insolvency.
- H. Assist the CLIENT in resolving disputes over claims, bankruptcy, legal complaints or default of the Contractor.

ARTICLE 2 CLIENT'S RESPONSIBILITIES

2.01 CLIENT'S RESPONSIBILITIES

The CLIENT shall Furnish the following services at the CLIENT'S expense and in such a manner that J-U-B may rely upon them in the performance of its services under this AGREEMENT:

- A. Designate, in writing, a person authorized to act as the CLIENT'S contact. The CLIENT or his designated contact shall receive and examine documents submitted by J-U-B to determine acceptability of said documents, interpret and define the CLIENT'S policies, and render decisions and authorizations in writing promptly to prevent unreasonable delay in the progress of J-U-B's services.
- B. Make available to J-U-B all technical data that is in the CLIENT'S possession, including maps, surveys, property descriptions, borings, and other information required by J-U-B and relating to his work.
- C. Hold promptly all required special meetings, serve all required public and private notices, receive and act upon all protests and fulfill all requirements necessary in the development of the PROJECT and pay all costs incidental thereto.

- D. Provide legal, accounting and insurance counseling services necessary for the PROJECT: Legal review of the construction Contract Documents; and such writing services as the CLIENT may require to account for the expenditure of construction funds.
- E. Furnish permits and approvals from all governmental authorities having jurisdiction over the PROJECT and from others as may be necessary for completion of the PROJECT.
- F. The CLIENT agrees to cooperate with J-U-B in the approval of all plans, reports and studies, and shall make a timely decision in order that no undue expense will be caused J-U-B because of lack of decisions. If J-U-B is caused extra drafting or other expense due to changes ordered by the CLIENT after the completion and approval of the plans, reports, and studies, J-U-B shall be equitably paid for such extra expenses and services involved.
- G. Guarantee full and free access for J-U-B to enter upon all property required for the performance of J-U-B's services under this AGREEMENT.
- H. Give prompt written notice to J-U-B whenever the CLIENT observes or otherwise becomes aware of any defect in the PROJECT or other event that may substantially affect J-U-B's performance of services under this AGREEMENT.
- I. Promptly prepare and submit reimbursement requests to funding agencies.
- J. Compensate J-U-B for services promptly rendered under this AGREEMENT.
- K. Obtain bids or proposals from contractors for work relating to the PROJECT and bear all costs relating thereto.
- L. When identified in the construction contract documents, provide construction surveys and materials testing by the successful contractor.

ARTICLE 3 J-U-B'S COMPENSATION

3.01 BASIC SERVICES COMPENSATION

J-U-B shall provide services in connection with the terms and conditions of this Agreement, and the CLIENT shall compensate J-U-B therefore as follows:

- A. Project Formulation, Preliminary Design, Final Design and Bidding Phases for the Taxiway A Rehabilitation Project and the ARFF Procurement. The CLIENT shall compensate J-U-B for Sections A, B, C, D, E, and F in Attachment 1 on the basis of a lump sum amount of Two hundred eighty-seven thousand, three hundred ninety-one Dollars and fifty-three Cents, (\$287,391.53). See Attachment 2 for a detailed cost breakdown.
- B. Construction and Project Closeout Phases.
 - 1. Taxiway A Rehabilitation Project - The CLIENT shall compensate J-U-B for the Construction and Project Closeout Phases of the Taxiway A Rehabilitation Project, Section G and I in Attachment 1, on a Cost-Plus-Fixed-Fee basis for a total estimated cost of Three hundred twenty four thousand, eight hundred fifty six dollars and nineteen cents, (\$324,856.19), including a Fixed Fee amount of \$36,400.47.
 - 2. ARFF Procurement - The CLIENT shall compensate J-U-B for the Construction and Project Closeout Phases of the ARFF Procurement, Section H in Attachment 1, on a Cost-Plus-Fixed-Fee basis for a total estimated cost of Nine thousand two hundred eighty-nine dollars and eighty-four cents, (\$9,289.84), including a Fixed Fee amount of \$1,211.72.
 - 3. The CLIENT shall reimburse J-U-B on a Cost-Plus-Fixed Fee basis for the following items:

- a. Payroll Cost: Actual salaries paid J-U-B's employees, without markup, for the time such employees are directly used on work necessary to fulfill the terms of this AGREEMENT. Reasonable salary increases, promotions and other payroll adjustments during the course of this work are acceptable subject to approval by the CLIENT. At the request of the CLIENT, a list of names of personnel actually working on this project and their salaries shall be submitted prior to the start of work on the project and shall be updated as needed to reflect any changes.
 - b. Payroll Additives: Additives representing the employee benefits based on payroll cost shall be computed as a percentage of the payroll cost above. For the purposes of this AGREEMENT, that additive shall be 82.91 percent of the payroll cost based on existing audits, cost data, and other information mutually agreed to by both parties. This factor is subject to adjustment by the parties based on audits occurring during the life of this AGREEMENT. Independently prepared cost data shall be submitted, at the request of the CLIENT, at intervals not less than every 18 months to support the payroll additives for this AGREEMENT.
 - c. General and Administrative Overhead Cost: These overhead costs shall be in accordance with Federal requirements contained in the 41 CFR 1-15. These costs shall be computed at 113.29 percent of the payroll costs above. This percentage may be adjusted by the parties based on audits occurring during the life of this AGREEMENT. Independently prepared cost data shall be submitted to the CLIENT at intervals not less than every 18 months to support the General and Administrative Overhead for this AGREEMENT.
 - d. Direct Cost and Out-of-Pocket Cost: These costs shall be directly related to this project and determined in accordance with Federal requirements contained in 41 CFR 1-15.
 - e. Fixed Fee: The Fixed Fee for performance completed under this task shall be paid on a lump sum basis. Should there be a change in the scope of work under this AGREEMENT; the fixed fee shall be negotiated with an appropriate adjustment for change in the scope of work. Additional fixed fees, as approved as a portion of Supplemental Engineering Agreements, shall be in addition to the above agreed upon amount. FAA participation in those costs is conditioned on their approval of the increased costs.
4. Total estimate for Bidding and Construction Phase Services, including fixed fee, for the work under this AGREEMENT shall not exceed Three hundred thirty four thousand one hundred forty six dollars and three cents \$334,146.03. This maximum amount is subject to adjustment in the event of any approved increases in scope of service as approved by the CLIENT and the FAA and documented by approved Supplemental Engineering Agreements.
- C. Total Project Fees. Total fees as outlined in above Section 3.01 A and B are Six hundred twenty-one thousand, five hundred thirty-seven dollars and fifty-six cent (\$621,537.56). See Attachment 2 for a detailed cost breakdown.

Partial payment shall be made for the services performed as the work under this AGREEMENT progresses. Such payment is to be made monthly based on the itemized statements, invoices, or other evidences of performance furnished to and approved by the CLIENT. All claims for payment will be submitted in a form compatible with current practices and acceptable to the CLIENT. Partial payments will include payroll costs, payroll burden and general and administrative overhead, and out-of-pocket expense, plus that portion of the fixed fee which its percentage of completion bears to the total cost of the fully completed work under this AGREEMENT. The CLIENT shall make full payment of the value of such documented monthly service as verified on the monthly statement.

3.02 ADDITIONAL SERVICES

In addition to any and all compensation hereinabove, the CLIENT shall compensate J-U-B for Additional Services, Section 1.03, under a supplemental agreement. These additional services are to be performed or furnished by J-U-B only upon written authorization by the CLIENT.

3.03 COMPENSATION ADJUSTMENT

The Agreement shall be in effect from August 2016 to March 2018. CLIENT agrees to provide J-U-B a notice to proceed with Services within 120 days of the effective date of this Agreement. If the notice to proceed with Services is delayed beyond 120 days from the effective date of this Agreement, or service described will not be completed during the term of this Agreement through no fault of J-U-B, the Agreement shall be amended through mutual negotiation to address both schedule and pricing impacts of the delay. CLIENT understands that any pricing increase may not be grant fundable by FAA.

3.04 ADDITIONAL CONDITIONS OF COMPENSATION

The CLIENT and J-U-B further agree that:

- A. Progress payments shall be made in proportion to services rendered as indicated within this Agreement and shall be due and owing within thirty (30) days of J-U-B's submittal of a monthly statement. Any monies not paid after 30 days when due under this AGREEMENT shall bear a finance charge at the rate of one percent (1%) per month on the balance, until paid.
- B. If the CLIENT fails to make monthly payments due J-U-B, J-U-B may, after giving ten (10) days written notice to the CLIENT, suspend services under this Agreement.
- C. If the PROJECT is delayed, or if J-U-B's service for the PROJECT is delayed or suspended for more than three (3) months for reasons beyond J-U-B's control, J-U-B may, after giving seven (7) days written notice to the CLIENT, terminate this Agreement and the CLIENT shall compensate J-U-B in accordance with the termination provisions contained hereafter in this Agreement.
- D. When the CLIENT directs that competitive bids be taken for construction on alternate designs, where this involves the preparation of designs, plans, and specifications for alternate facilities, the compensation to J-U-B shall be an additional payment to be negotiated at the time the CLIENT directs that alternative designs, plans, and specifications be prepared, subject to FAA review and approval.
- E. No deductions shall be made from J-U-B's compensation on account of penalty, liquidated damages, or other sums that may be withheld from payments to Contractors.

ARTICLE 4 GENERAL PROVISIONS

4.01 OWNERSHIP OF DOCUMENTS

Upon the request of the CLIENT, J-U-B shall furnish the CLIENT copies of all maps, plots, drawings, estimate sheets, and other contract documents required for the PROJECT provided J-U-B has been paid in full for the work. Upon the request of the CLIENT and the completion of the work specified herein, all material documents acquired or produced by J-U-B in conjunction with the preparation of the plans shall be delivered to and become the property of the CLIENT providing no future use of said documents or portions thereof shall be made by the CLIENT with J-U-B's name or that of J-U-B ENGINEERS, Inc., attached thereto. Final submittal of J-U-B's work product shall be in hard-copy format and no electronic design files will be submitted as part of the PROJECT, unless expressly requested.

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

J-U-B shall retain an ownership interest in PROJECT documents that allows their reuse of non-proprietary information on subsequent projects at J-U-B's sole risk.

4.02 DELEGATION OF DUTIES

Neither the CLIENT nor J-U-B shall delegate, assign, sublet or transfer his duties under this Agreement without the written consent of the other.

4.03 TERMINATION

A. TERMINATION FOR CONVENIENCE

The CLIENT may, by written notice to the J-U-B, terminate this Agreement for its convenience and without cause or default on the part of J-U-B. Upon receipt of the notice of termination, except as explicitly directed by the CLIENT, the Contractor must immediately discontinue all services affected.

Upon termination of the Agreement, J-U-B must deliver to the CLIENT all data, surveys, models, drawings, specifications, reports, maps, photographs, estimates, summaries, and other documents and materials prepared by the Engineer under this contract, whether complete or partially complete.

CLIENT agrees to make just and equitable compensation to J-U-B for satisfactory work completed up through the date J-U-B receives the termination notice. Compensation will not include anticipated profit on non-performed services.

CLIENT further agrees to hold J-U-B harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

B. TERMINATION FOR DEFAULT

Either party may terminate this Agreement for cause if the other party fails to fulfill its obligations that are essential to the completion of the work per the terms and conditions of the Agreement. The party initiating the termination action must allow the breaching party an opportunity to dispute or cure the breach.

The terminating party must provide the breaching party 7 days advance written notice of its intent to terminate the Agreement. The notice must specify the nature and extent of the breach, the conditions necessary to cure the breach, and the effective date of the termination action. The rights and remedies in this clause are in addition to any other rights and remedies provided by law or under this agreement.

- 1) **Termination by CLIENT:** The CLIENT may terminate this Agreement in whole or in part, for the failure of J-U-B to:
 - a. Perform the services within the time specified in this contract or by CLIENT approved extension;
 - b. Make adequate progress so as to endanger satisfactory performance of the Project;
 - c. Fulfill the obligations of the Agreement that are essential to the completion of the Project.

Upon receipt of the notice of termination J-U-B must immediately discontinue all services affected unless the notice directs otherwise. Upon termination of the Agreement, J-U-B must deliver to the CLIENT all data, surveys, models, drawings, specifications, reports, maps, photographs, estimates, summaries, and other documents and materials prepared by the Engineer under this contract, whether complete or partially complete.

CLIENT agrees to make just and equitable compensation to J-U-B for satisfactory work completed up through the date J-U-B receives the termination notice. Compensation will not include anticipated profit on non-performed services.

CLIENT further agrees to hold J-U-B harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

If, after finalization of the termination action, the CLIENT determines J-U-B was not in default of the Agreement, the rights and obligations of the parties shall be the same as if the CLIENT issued the termination for the convenience of the CLIENT.

- 2) **Termination by J-U-B:** J-U-B may terminate this Agreement in whole or in part, if the CLIENT:
- a. Defaults on its obligations under this Agreement;
 - b. Fails to make payment to J-U-B in accordance with the terms of this Agreement;
 - c. Suspends the Project for more than 180 days due to reasons beyond the control of J-U-B.

Upon receipt of a notice of termination from J-U-B, CLIENT agrees to cooperate with J-U-B for the purpose of terminating the agreement or portion thereof, by mutual consent. If CLIENT and J-U-B cannot reach mutual agreement on the termination settlement, J-U-B may, without prejudice to any rights and remedies it may have, proceed with terminating all or parts of this Agreement based upon the CLIENT'S breach of the contract.

In the event of termination due to CLIENT breach, the Engineer is entitled to invoice CLIENT and to receive full payment for all services performed or furnished in accordance with this Agreement and all justified reimbursable expenses incurred by J-U-B through the effective date of termination action. CLIENT agrees to hold J-U-B harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

4.04 GENERAL

- A. Should litigation occur between the two parties relating to the provisions of this Agreement, court costs and reasonable attorney fees incurred shall be borne by their own party.
- B. Neither party shall hold the other responsible for damage or delay in performance caused by acts of God, strikes, lockouts, accidents, or other events beyond the control of the other or the other's employees and agents.
- C. In the event any provisions of this AGREEMENT shall be held to be invalid and unenforceable, the remaining provisions shall be valid and binding upon the parties. One (1) or more waivers by either party or any provision, term, condition, or covenant shall not be construed by the other party as a waiver of subsequent breach of the same by the other party.
- D. J-U-B shall render its services under this AGREEMENT in accordance with generally accepted professional practices and Standard of Care. J-U-B makes no other warranty for the work provided under this AGREEMENT.
- E. Any opinion of the estimated construction cost prepared by J-U-B represents its judgment as a design professional and is supplied for the general guidance of the CLIENT. Since J-U-B has no control over the cost of labor and material, or over competitive bidding or market conditions, J-U-B does not guarantee the accuracy of such opinions as compared to Contractor bids or actual costs to the CLIENT.
- F. In soils investigation work and determining subsurface conditions for the PROJECT, the characteristics may vary greatly between successive test points and sample intervals. J-U-B will coordinate this work in accordance with generally accepted engineering practices and makes no other warranties, expressed or implied, as to the professional advice furnished by others under the terms of this AGREEMENT.
- G. Any notice or other communications required or permitted by this contract or by law to be served on, given to, or delivered to either party hereto by the other party shall be in writing and shall be deemed duly served, given, or delivered when personally delivered to the party to whom it is addressed or, in lieu of such personal service, when deposited in the United States mail, certified

mail, return receipt requested, addressed to the CLIENT at 492 Airport Loop, Twin Falls Idaho 83301 and to J-U-B at 115 Northstar Avenue, Twin Falls, Idaho, 83301. Either party, the CLIENT or J-U-B, may change his address for the purpose of this paragraph by giving written notice of such change to the other party in the manner provided in this paragraph.

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

4.05 MEDIATION BEFORE LITIGATION

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

This Contract shall be governed by and interpreted under the laws of the State of Idaho. The parties agree that in the event it becomes necessary to enforce any of the terms and conditions of this Contract that the form, venue and jurisdiction in that particular action shall be in Twin Falls County, Idaho.

4.06 EXTENT OF AGREEMENT

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

4.07 BREACH OF CONTRACT TERMS (49 CFR Part 18.36)

Any violation or breach of terms of this contract on the part of the J-U-B or its subconsultants may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of this agreement.

CLIENT will provide J-U-B written notice that describes the nature of the breach and corrective actions the J-U-B must undertake in order to avoid termination of the contract. CLIENT reserves the right to withhold payments to Contractor until such time the J-U-B corrects the breach or the CLIENT elects to terminate the contract. The CLIENT's notice will identify a specific date by which J-U-B must correct the breach. CLIENT may proceed with termination of the contract if the J-U-B fails to correct the breach by deadline indicated in the CLIENT's notice.

The duties and obligations imposed by this Agreement and the rights and remedies available thereunder are in addition to, and not a limitation of, any duties, obligations, rights and remedies otherwise imposed or available by law.

4.08 CONSTRUCTION CONTRACTOR'S RESPONSIBILITY

Visits to the construction site and observations made by J-U-B's design staff as part of their services shall not relieve the construction Contractor of his obligation to conduct comprehensive inspection of the work sufficient to ensure conformance with the intent of the Contract Documents, and shall not relieve the construction Contractor of his full responsibility for all construction means, methods, techniques, sequences

and procedures necessary for coordination and completing all portions of the work under the construction contract and for all safety precautions related thereto. Such visits by J-U-B's design staff are not to be construed as part of the observation duties of the on-site observation personnel defined in other parts of this Agreement.

4.09 FUNCTION OF ON-SITE OBSERVATION AND PERSONNEL

If the scope of services includes construction engineering, J-U-B may be required to act as the Resident Engineer on the PROJECT. When so stipulated, the Resident Engineer and on-site observation personnel will make reasonable efforts to guard the CLIENT against defects and deficiencies in the work of the Contractor and to help determine if the provisions of the Contract Documents are being fulfilled. When construction engineering is included as services of this agreement, Standard Exhibit A – Construction Phase Services, attached, outlines the specific responsibilities of J-U-B, acting as the Resident Engineer during construction. Their day-to-day observation will not, however, cause J-U-B to be responsible for those duties and responsibilities that belong to the construction Contractor and that include, but are not limited to, full responsibility for the techniques and sequences of construction and the safety precautions related to the construction and commissioning of the work.

**ARTICLE 5
SPECIAL PROVISIONS**

5.01 INSURANCE AND INDEMNITY

- A. J-U-B's Insurance. J-U-B agrees to procure and maintain, at its expense, Commercial General Liability insurance of \$1,000,000 combined single limit for personal injury and property damages, and Professional Liability Insurance of \$1,000,000 per claim for protection against claims arising out of the performance of services under this Contract caused by negligent acts, errors, or omissions for which J-U-B is legally liable, subject to and limited by the provisions in Subsection 5.01D, "Allocation of Risks", if any. J-U-B shall deliver to the CLIENT, prior to execution of the AGREEMENT by the CLIENT and prior to commencing work, Certificates of Insurance, identified on their face as the Agreement Number to which applicable, as evidence that policies providing such coverage and limits of insurance are in full force and effect. J-U-B shall acquire and maintain statutory workmen's compensation coverage. Thirty (30) days advance notice will be given in writing to the CLIENT prior to the cancellation, termination, or alteration of said policies of Insurance.
- B. Indemnification by J-U-B. To the fullest extent permitted by law, J-U-B shall indemnify and hold harmless CLIENT, and CLIENT's officers, directors, partners, agents, consultants, and employees from and against any and all claims, costs, losses, and damages (including but not limited to all fees and charges of CLIENT, architects, attorneys, and other professionals, and all court, arbitration, or other dispute resolution costs) arising out of or relating to the PROJECT, provided that any such claim cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting there from, but only to the extent caused by any negligent act, error, or omission of J-U-B or J-U-B's officers, directors, partners, employees, or Consultants. The indemnification provision of the preceding sentence is subject to and limited by the provisions agreed to by CLIENT and J-U-B in Subsection 5.01D, "Allocation of Risks," if any.
- C. Indemnification by CLIENT. To the fullest extent permitted by law, CLIENT shall indemnify and hold harmless J-U-B, J-U-B's officers, directors, partners, agents, employees, and Consultants from and against any and all claims costs, losses, and damages (including but not limited to all fees and charges of J-U-B, architects, attorneys, and other professionals, and all court, arbitration, or other dispute resolution costs) arising out of or relating to the PROJECT, provided that any such claim cost, loss, or damage is attributable to bodily injury, sickness, disease, or death or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting there from, but only to the extent caused by any negligent act, error, or omission of CLIENT or CLIENT's officers, directors, or employees, retained by or under contract to the CLIENT with respect to this AGREEMENT or to the PROJECT.
- D. Allocation of Risks. The CLIENT and J-U-B have discussed the risks, rewards and benefits of the project and the design professional's total fee for services. The risks have been allocated such that the CLIENT agrees that, to the fullest extent permitted by law, J-U-B's total liability to the CLIENT for any and all injuries, claims, losses, expenses, damages or claims expenses arising out of this agreement from any cause or causes, shall not exceed the total amount of One Million Dollars (\$1,000,000). Such causes include, but are not limited to J-U-B's negligence, errors, omission and strict liability. Neither CLIENT nor J-U-B shall be responsible for incidental, indirect or consequential damages.
- E. J-U-B reserves the right to obtain the services of other consulting engineers and consultants experienced in airport work to prepare and execute a portion of the work that relates to the PROJECT.
- F. Nothing contained in this agreement shall create a contractual relationship with or a cause of action in favor of a third party against J-U-B.

5.02 CERTIFICATION OF J-U-B AND CLIENT

- A. The CLIENT and J-U-B hereby certify that J-U-B has not been required, directly or indirectly, as an expressed or implied condition in connection with obtaining or carrying out this contract, to:
 - 1. employ or retain, or agree to employ or retain, any firm or persons; or
 - 2. pay, or agree to pay, to any firm, person or organization, any fee, contribution, donation or consideration of any kind.
- B. A signed "Certificate for Contracts, Grants, Loans, and Cooperative Agreements" is included with this agreement.

5.03 SUCCESSORS AND ASSIGNMENTS

- A. The CLIENT and J-U-B each binds himself, his partners, successors, executors, administrators and assigns to the other parties to this Agreement, and to the successors, executors, administrators and assigns of such other party in respect to all covenants of this Agreement.
- B. It is understood by the CLIENT and J-U-B that the FAA is not a party to this Agreement and will not be responsible for engineering costs except as should be agreed upon by the CLIENT and the FAA under a Grant Agreement for the PROJECT.
- C. This Agreement may not be assigned except upon written consent of the CLIENT.

ARTICLE 6 FEDERAL ASSURANCES

6.01 CIVIL RIGHTS GENERAL

J-U-B agrees that it will comply with pertinent statutes, Executive Orders, and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability, be excluded from participating in any activity conducted with or benefiting from Federal assistance.

This provision binds J-U-B and sub-tier consultants from the solicitation period through the completion of the contract. This provision is in addition to that required of Title VI of the Civil Rights Act of 1964.

6.02 CIVIL RIGHTS TITLE VI - NONDISCRIMINATION REQUIREMENTS

During the performance of this contract, J-U-B, for itself, subconsultants, its assignees and successors in interest, agrees as follows:

- A. Compliance with Regulations. J-U-B will comply with the Title VI list of Pertinent Nondiscrimination Statutes and Authorities as they may be amended from time to time (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
- B. Non-discrimination. J-U-B, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subconsultants, including procurements of materials and leases of equipment. J-U-B will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.
- C. Solicitations for Subcontracts, Including Procurements of Materials and Equipment. In all solicitations either by competitive bidding or negotiation made by J-U-B for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subconsultant or supplier will be notified by J-U-B of J-U-B's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.

- D. Information and Reports. J-U-B will provide all information and reports required by the Acts, Regulations and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the CLIENT or the FAA to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of J-U-B is in the exclusive possession of another who fails or refuses to furnish this information, J-U-B will so certify to the CLIENT or the FAA, as appropriate, and will set forth what efforts it has made to obtain the information.
- E. Sanctions for Noncompliance. In the event of J-U-B's noncompliance with the Non-discrimination provisions of this contract, the CLIENT will impose such contract sanctions as it, or the FAA, may determine to be appropriate, including, but not limited to:
1. withholding of payments to J-U-B under the contract until J-U-B complies, and/or
 2. cancellation, termination, or suspension of the contract, in whole or in part.
- F. Incorporation of Provisions. J-U-B will include the provisions of paragraphs A through E in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, Regulations and directives issued pursuant thereto. J-U-B will take such action with respect to any subcontract or procurement as the CLIENT or the FAA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if J-U-B becomes involved in, or is threatened with, litigation with a subconsultant or supplier as a result of such direction, J-U-B may request the CLIENT to enter into such litigation to protect the interests of the CLIENT. In addition, J-U-B may request the United States to enter into such litigation to protect the interests of the United States.

6.03 TITLE VI LIST OF PERTINENT NONDISCRIMINATION ACTS AND AUTHORITIES

During the performance of this contract, J-U-B, for itself, its assignees, and successors in interest agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination In Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;

- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

6.04 DISADVANTAGED BUSINESS ENTERPRISE (49 CFR Part 26)

- A. The requirements of 49 CFR part 26 apply to this contract. It is the policy of the City of Twin Falls to practice nondiscrimination based on race, color, sex or national origin in the award or performance of this contract. The CLIENT encourages participation by all firms qualifying under this solicitation regardless of business size or ownership.
- B. Contract Assurance (§26.13). J-U-B shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. J-U-B shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT assisted contracts. Failure by J-U-B to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as the recipient deems appropriate.
- C. Prompt Payment (§26.29). J-U-B agrees to pay each consultant under this agreement for satisfactory performance of its contract no later than 30 days from the receipt of each payment J-U-B receives from the CLIENT. J-U-B agrees further to return retainage payments to each subconsultant within 30 days after the subconsultant's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the CLIENT. This clause applies to both DBE and non-DBE subconsultants.

6.05 LOBBYING AND INFLUENCING FEDERAL EMPLOYEES (49 CFR Part 20, Appendix A)

- A. No Federal appropriated funds shall be paid, by or on behalf of J-U-B, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement and the extension, continuation, renewal, amendment or modification of any Federal grant, contract, loan, or cooperative agreement.
- B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any Federal contract, loan, grant, or cooperative agreement, J-U-B shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- C. J-U-B shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

6.06 EQUAL OPPORTUNITY CLAUSE

During the performance of this contract, J-U-B agrees as follows:

- (1) J-U-B will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. J-U-B will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identify or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. J-U-B agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- (2) J-U-B will, in all solicitations or advertisements for employees placed by or on behalf of the J-U-B, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.
- (3) J-U-B will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the J-U-B's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (4) J-U-B will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (5) J-U-B will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (6) In the event of the J-U-B's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and J-U-B may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (7) J-U-B will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. J-U-B will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event J-U-B becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the J-U-B may request the United States to enter into such litigation to protect the interests of the United States.

6.07 ACCESS TO RECORDS AND REPORTS

J-U-B must maintain an acceptable cost accounting system. J-U-B agrees to provide the CLIENT, the FAA, and the Comptroller General of the United States or any of their duly authorized representatives access to any books, documents, papers, and records of J-U-B which are directly pertinent to the specific contract for the purpose of making audit, examination, excerpts and transcriptions. J-U-B agrees to maintain all books, records and reports required under this contract for a period of not less than three years after final payment is made and all pending matters are closed.

6.08 TRADE RESTRICTION CERTIFICATION (49 CFR Part 30)

By submission of an offer, J-U-B certifies that with respect to this solicitation and any resultant contract, the Offeror -

- A. is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms as published by the Office of the United States Trade Representative (U.S.T.R.);
- B. has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country included on the list of countries that discriminate against U.S. firms as published by the U.S.T.R.; and
- C. has not entered into any subcontract for any product to be used on the Federal on the project that is produced in a foreign country included on the list of countries that discriminate against U.S. firms published by the U.S.T.R.

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

J-U-B shall provide immediate written notice to the CLIENT if the J-U-B learns that its certification or that of a subconsultant was erroneous when submitted or has become erroneous by reason of changed circumstances. J-U-B shall require subconsultants provide immediate written notice to J-U-B if at any time it learns that its certification was erroneous by reason of changed circumstances.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR 30.17, no contract shall be awarded to a subconsultant:

- 1) who is owned or controlled by one or more citizens or nationals of a foreign country included on the list of countries that discriminate against U.S. firms published by the U.S.T.R. or
- 2) whose subcontractors are owned or controlled by one or more citizens or nationals of a foreign country on such U.S.T.R. list or
- 3) who incorporates in the public works project any product of a foreign country on such U.S.T.R. list;

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

J-U-B agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in all lower tier subcontracts. J-U-B may rely on the certification of a prospective subconsultant that it is not a firm from a foreign country included on the list of countries that discriminate against U.S. firms as published by U.S.T.R., unless the J-U-B has knowledge that the certification is erroneous.

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

6.09 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY, AND VOLUNTARY EXCLUSION

J-U-B certifies, by submission of this proposal or acceptance of this contract, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

It further agrees by submitting this proposal that it will include this clause without modification in all lower tier transactions, solicitations, proposals, contracts, and subcontracts. For each lower tier subcontract that exceeds \$25,000 as a "covered transaction", J-U-B shall verify each lower tier participant of a "covered

transaction" under the project is not presently debarred or otherwise disqualified from participation in this federally assisted project. J-U-B will accomplish this by:

- 1) Checking the System for Award Management at website: <http://www.sam.gov>
- 2) Collecting a certification statement similar to the Certificate Regarding Debarment and Suspension (Bidder or Offeror), above.
- 3) Inserting a clause or condition in the covered transaction with the lower tier contract

If the FAA later determines that a lower tier participant failed to disclose to a higher tier participant that it was excluded or disqualified at the time it entered the covered transaction, the FAA may pursue any available remedies, including suspension and debarment of the non-compliant participant.

6.10 OCCUPATIONAL HEALTH ACT OF 1970

All contracts and subcontracts that result from this solicitation incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. J-U-B shall provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. J-U-B retains full responsibility to monitor its compliance and their subconsultant's compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (20 CFR Part 1910). J-U-B will address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

6.11 FEDERAL FAIR LABOR STANDARDS ACT

All contracts and subcontracts that result from this solicitation incorporate by reference the provisions of 29 CFR part 201, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part time workers.

J-U-B has full responsibility to monitor compliance to the referenced statute or regulation. J-U-B will address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division.

6.12 VETERAN'S PREFERENCE

In the employment of labor (excluding executive, administrative, and supervisory positions), J-U-B and all sub-tier consultants must give preference to covered veterans as defined within Title 49 United States Code Section 47112. Covered veterans include Vietnam-era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns (as defined by 15 U.S.C. 632) owned and controlled by disabled veterans. This preference only applies when there are covered veterans readily available and qualified to perform the work to which the employment relates.

6.13 TEXTING WHILE DRIVING.

In accordance with Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving" and DOT Order 3902.10 "Text Messaging While Driving" FAA encourages recipients of Federal grant funds to adopt and enforce safety policies that decrease crashes by distracted drivers, including policies to ban text messaging while driving when performing work related to a grant or sub-grant.

J-U-B has in place a policy within the J-U-B Accident Prevention plan that prohibits all employees from texting and driving. J-U-B shall include these policies in each third party subcontract involved on this project.

6.14 HUMAN TRAFFICKING

- A. J-U-B, J-U-B's employees, and subcontractors may not engage in severe forms of trafficking in persons during the period of time that the FAA award is in effect, procure a commercial sex act during the period of time that the award is in effect, or use forced labor in the performance of the award or sub-awards under the award.

- B. For the purpose of this award term, "employee" includes:
1. An individual employed by you or a sub-recipient who is engaged in the performance of the project or program under this award
 2. Another person engaged in the performance of the project or program under this award and not compensated by you, including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.
- C. For the purposes of this award term only, "forced labor" means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.
- D. For the purposes of this award term only, "severe forms of trafficking in persons," "commercial sex act," and "coercion" have the meanings given at Section 103 of the TVPA, as amended (22 U.S.C. 7102).

6.15 ENERGY CONSERVATION

J-U-B and any subconsultants agree to comply with mandatory standards and policies relating to energy efficiency as contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201et seq).

6.16 PROHIBITION OF SEGREGATED FACILITIES

- (1) J-U-B agrees that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. J-U-B agrees that a breach of this clause is a violation of the Equal Opportunity clause in this contract.
- (2) "Segregated facilities," as used in this clause, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, sex, or national origin because of written or oral policies or employee custom. The term does not include separate or single-user rest rooms or necessary dressing or sleeping areas provided to assure privacy between the sexes.
- (3) J-U-B shall include this clause in every subcontract and purchase order that is subject to the Equal Opportunity clause of this contract.

6.17 CLEAN AIR AND WATER POLLUTION CONTROL

J-U-B agrees to comply with all applicable standards, orders, and regulations issued pursuant to the Clean Air Act (42 U.S.C. § 740-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251-1387). J-U-B agrees to report any violation to the CLIENT immediately upon discovery. The CLIENT assumes responsibility for notifying the Environmental Protection Agency (EPA) and the Federal Aviation Administration.

J-U-B will include this requirement in all subcontracts that exceed \$150,000.

6.18 CONTRACT WORKHOURS AND SAFETY STANDARDS ACT REQUIREMENTS

A. Overtime Requirements.

J-U-B or subcontractor/subconsultant contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic, including watchmen and guards, in any workweek in which he or she is employed on such

work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

B. Violation; Liability for Unpaid Wages; Liquidated Damages.

In the event of any violation of the clause set forth in paragraph (1) of this clause, J-U-B and any subconsultant responsible therefor shall be liable for the unpaid wages. In addition, J-U-B and the subconsultant shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this clause, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (A) of this clause

C. Withholding for Unpaid Wages and Liquidated Damages.

The FAA or the CLIENT shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any monies payable on account of work performed by J-U-B under any such contract or any other Federal contract J-U-B, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the J-U-B, such sums as may be determined to be necessary to satisfy any liabilities of J-U-B for unpaid wages and liquidated damages as provided in the clause set forth in paragraph B above.

D. Subconsultants.

J-U-B and any subconsultants shall insert in any subcontracts the clauses set forth in paragraphs (A) through (D) and also a clause requiring the subconsultant to include these clauses in any lower tier subcontracts. J-U-B shall be responsible for compliance by any subconsultant or lower tier subconsultant with the clauses set forth in paragraphs (A) through (D) of this clause.

6.19 AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY

1. J-U-B's attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Opportunity Construction Contract Specifications" set forth herein.
2. The goals and timetables for minority and female participation, expressed in percentage terms for the J-U-B's aggregate workforce in each trade on all construction work in the covered area, are as follows:

Timetables

Goals for minority participation for each trade: [0%]

Goals for female participation in each trade: [6.9%]

These goals are applicable to all of the J-U-B's construction work (whether or not it is Federal or federally-assisted) performed in the covered area. If the contractor performs construction work in a geographical area located outside of the covered area, it shall apply the goals established for such geographical area where the work is actually performed. With regard to this second area, the contractor also is subject to the goals for both its federally involved and non-federally involved construction.

J-U-B's compliance with the Executive Order and the regulations in 41 CFR Part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR 60-4.3(a), and its efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade, and the contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor or from project to project for the sole purpose of meeting the J-U-B'S goals shall be a violation of the contract, the Executive Order and the

- regulations in 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.
3. J-U-B shall provide written notification to the Director of the Office of Federal Contract Compliance Programs (OFCCP) within 10 working days of award of any construction subcontract in excess of \$10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address, and telephone number of the subcontractor; employer identification number of the subcontractor; estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the subcontract is to be performed.
 4. As used in this notice and in the contract resulting from this solicitation, the "covered area" is Twin Falls, Twin Falls County, Idaho.

6.20 DAVIS BACON REQUIREMENTS

1. Minimum Wages

- (i.) All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by the Secretary of Labor under the Copeland Act (29 CFR Part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalent thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR Part 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under (1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can easily be seen by the workers.

- (ii.) (A) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:
 - (1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and
 - (2) The classification is utilized in the area by the construction industry; and
 - (3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.
- (B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken

shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, D.C. 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (1)(ii) (B) or (C) of this paragraph, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

- (iii.) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.
- (iv.) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

2 Withholding.

The Federal Aviation Administration or the sponsor shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of work, all or part of the wages required by the contract, the Federal Aviation Administration may, after written notice to the contractor, sponsor, applicant, or CLIENT, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

3. Payrolls and basic records.

- (i.) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially

responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual costs incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

- (ii.) (A) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the Federal Aviation Administration if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant, sponsor, or CLIENT, as the case may be, for transmission to the Federal Aviation Administration. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g. , the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the Federal Aviation Administration if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit them to the applicant, sponsor, or CLIENT, as the case may be, for transmission to the Federal Aviation Administration, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the sponsoring government agency (or the applicant, sponsor, or CLIENT).
- (B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:
- (1) That the payroll for the payroll period contains the information required to be provided under 29 CFR § 5.5(a)(3)(ii), the appropriate information is being maintained under 29 CFR § 5.5(a)(3)(i) and that such information is correct and complete;
 - (2) That each laborer and mechanic (including each helper, apprentice and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations 29 CFR Part 3;
 - (3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.
- (C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (3)(ii)(B) of this section.
- (D) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.
- (iii.) The contractor or subcontractor shall make the records required under paragraph (3)(i) of this section available for inspection, copying or transcription by authorized representatives of the sponsor, the Federal Aviation Administration or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the Federal agency

may, after written notice to the contractor, sponsor, applicant or CLIENT, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and Trainees.

- (i.) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State Apprenticeship Agency recognized by the Bureau, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Bureau of Apprenticeship and Training, or a State Apprenticeship Agency recognized by the Bureau, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.
- (ii.) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate that is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training

Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

- (iii.) Equal Employment Opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

5. Compliance with Copeland Act Requirements.

The contractor shall comply with the requirements of 29 CFR Part 3, which are incorporated by reference in this contract.

6. Subcontracts.

The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR Part 5.5(a)(1) through (10) and such other clauses as the Federal Aviation Administration may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR Part 5.5.

7. Contract Termination: Debarment.

A breach of the contract clauses in paragraph 1 through 10 of this section may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance With Davis-Bacon and Related Act Requirements.

All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract.

9. Disputes Concerning Labor Standards.

Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6 and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of Eligibility.

- (i.) By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
- (ii.) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
- (iii.) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

IN WITNESS WHEREOF, the CLIENT and J-U-B hereto have made and executed this AGREEMENT as of the day and year first above written.

CLIENT:

City of Twin Falls, Idaho

BY: _____

Name: _____

Title: _____

ATTEST

Name: _____

Title: _____

Twin Falls County, Idaho

BY: _____

Name: _____

Title: _____

ATTEST

Name: _____

Title: _____

J-U-B:

J-U-B ENGINEERS, Inc.

By: 

Name: Chuck Larson

Title: Chairman/Aviation Group Leader

ATTEST

Name: 

Title: Office Administrator

Applicable Attachments or Exhibit to this Agreement are indicated as marked

- Attachment 1 – Scope of Services
- Attachment 2 - Fee Breakdown
- Exhibit A – Construction Phase Services

**CERTIFICATION FOR CONTRACTS, GRANTS, LOANS,
AND COOPERATIVE AGREEMENTS**

The undersigned certifies, to the best of his or her knowledge and belief, that:

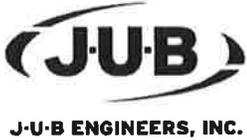
1. No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL "Disclosure Form to Report Lobbying", in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontractors, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Signed: _____
Sponsor's Authorized Representative

Date: _____

Title: _____



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

Attachment 1 – Scope of Services

CLIENT: City of Twin Falls, Idaho

PROJECT: FY 2017 Joslin Field-Twin Falls Airport –
Taxiway A Rehabilitation and ARFF Procurement

A.I.P. # 3-16-0036-038

For the purposes of this attachment, 'FAA Agreement for Professional Services' and 'the Agreement' shall refer to the document entitled 'FAA Agreement for Professional Services,' executed between J-U-B and CLIENT to which this exhibit and any other exhibits have been attached.

PROJECT DESCRIPTION

FAA AIP 3-16-0036-038 includes the Project Formulation, Design, Bidding and Construction Engineering Services for the following items: Rehabilitate 4,350 linear feet of Taxiway "A" from Runway 12-30 to Runway 26 including portions of associated connecting taxiways amounting an additional 850 linear feet.

Also included in this Scope of work is the procurement of an ARFF vehicle similar to an Oshkosh T 1500. The Airport is seeking to replace an existing Index B truck with an Index B truck. Even though the airport is currently rated Index A, the facility is Index B capable. (The facility is the primary diversion location for Boise, Hailey, and Salt Lake Airports and is currently experiencing operations of heavy General Aviation traffic including large jet traffic. The airport current 5- year air service plan includes scheduled service of Index B aircraft including the RJ 400 aircraft).

These two efforts will be bid as separate projects with individual contract documents and separate bids. It is assumed that two grants will be required to fund these projects, one for the ARFF equipment and one for the design, bidding and construction of the Taxiway A rehabilitation project.

SCOPE OF SERVICES

J-U-B's Services under this Agreement are limited to the following:

A. Project Formulation Phase for the FY 2016/2017 Joslin Field Airport Taxiway Rehabilitation and ARFF Procurement:

1. Conduct a Pre-design meeting for both the Taxiway A Rehabilitation and ARFF procurement with CLIENT and FAA at the Airport. Provide draft scope, contract for FAA Approval. The meeting will be held to determine the planning and study issues that will need to be addressed during the design of the projects. The FAA Predesign Conference Checklist will be the guide for project discussions. Minutes of the Predesign meeting will be compiled and forwarded to the FAA and CLIENT.
2. Assist the CLIENT with Project Scope development and formulation. J-U-B will prepare a Scope of Services narrative for both the Taxiway A Rehabilitation and ARFF equipment projects and detailed description of all work tasks for CLIENT and FAA review and approval. Discuss review comments and revise accordingly.
3. Upon approval of the Scope of Services, J-U-B will prepare a listing of work tasks in a spreadsheet with "empty cells" for person-hours, hourly rates, expenses, and costs for both projects. This spreadsheet will be used for both J-U-B and the Independent Fee estimates. J-U-B shall prepare a detailed cost proposal on the spreadsheet, based on estimates of work to accomplish the Scope of Services.
4. Submit to FAA a detailed Scope description, justification and need and initial cost estimate for the Taxiway A and ARFF projects to assist the FAA in programming discretionary funds for the project.
5. Assist Client with Record of Negotiations documentation. J-U-B shall provide the CLIENT and the Independent Fee Estimator (IFE) with a blank person-hour spreadsheet, Scope of Services, and overall project estimate. A meeting will be held with the IFE to describe and review the proposed project Scope of Services. One formal meeting will be held to assist the IFE to better understand the project. If the Estimator is located in Boise, the meeting will be held face to face in Boise. If the Estimator is remotely located the meeting will be accomplished by telephone.
6. Prepare an Agreement for Professional Services for submittal and review by the CLIENT and FAA, including the FAA Professional Service Agreement Checklist. The Agreement shall be comprehensive in description of

services and responsibilities of all contract parties. Complete and submit to the FAA the "FAA PROFESSIONAL SERVICE AGREEMENT CHECKLIST".

7. Assist CLIENT with preparation and submittal of a draft FAA Grant Application for Federal Assistance for both the Taxiway and the ARFF projects, including estimated project costs, drawings, and a schedule for FAA submittal prior to beginning of the project.
8. Assist CLIENT in the submittal of FAA Sponsor Certifications. These include the "Selection of Consultants", "Project Plans and Specifications", "Drug Free Workplace", "Equipment/Construction Contracts" and Construction Project Final Acceptance". Each Certification will include both the Taxiway and ARFF projects.
9. Prepare and submit six (6) FAA Quarterly Performance Reports throughout both projects. Also an annual final financial report eg. SF 271 and 425 form will be submitted to the FAA during the project period.
10. Provide the following services related to Federal Disadvantaged Business Enterprise requirements (DBE). Evaluate contract work scope for DBE subcontract opportunities (both professional and contractor). Develop project specific Tri-Annual DBE goals for FY 2016, 2017, & 2018, prepare required FAA justification and obtain FAA approval. Review project contract documents for compliance with current DBE requirements as required by FAA. Scope of Work assumes that the existing DBE Plan is acceptable for use in establishing the goal as described. If significant DBE plan work is required for this project, this work will be completed as an additional service.
11. Attend three (3) meetings with the Airport Advisory Board during the bidding and construction of the Taxiway and ARFF projects in order to keep Airport personnel and management abreast of the progress of the projects. Discussions will include project phasing, budget and schedule updates.
12. Assist CLIENT in preparation and processing of monthly Request for Reimbursement (RFR) by submitting data as described. It is anticipated that the CLIENT will prepare and process 16 (sixteen) monthly sets of RFR 'packages' for this project. It is anticipated that each of the twelve RFR's will cover both the taxiway and the ARFF projects. J-U-B will provide documentation of costs for the CLIENT's use in performing the Request for Reimbursements including consultant invoices, reimbursement spreadsheet and construction pay requests.
13. Administer Financial Subconsultant contract and coordinate delivery of work product. Provide anticipated funding available for the project, and its effect on City's current financial status. Coordinate with the Twin Falls Airport staff to summarize financial status of the project. This is a tool that the City and Airport will use in order to ensure the ability to provide a local match for the projects and to provide local funding in situations where money needs to be 'fronted' by the City in cases where FAA grants are not yet available for reimbursements. This situation can be confusing to the city especially in cases where there is an overlap in funding years for certain tasks. This will include one (1) on-site meeting with Twin Falls City financial staff.

This line item shall include the coordination and contracting with Subconsultant. The Subconsultant fees shall be addressed in the Expenses-Subconsultant Section.

B. Preliminary Design Phase for the FY 2016/2017 Joslin Field Airport Taxiway A Rehabilitation Project:

1. Investigate the proposed job site at the Airport. Allow civil design personnel to become familiar with the proposed job site. Take photographs, perform a visual survey of the pavement areas, and otherwise document findings of visit.
2. Provide or obtain field surveys, which include detailed topographic and cross section information of improvement areas for design purposes. Coordinate with surveyors to assure that design survey is performed as required. The general scope of the survey work will include the following:

The primary area to be surveyed is the existing Taxiway A from its intersection with Runway 30 to 200 feet east of the existing Taxiway A-1 Connector Taxiway (approximately 4,600 feet). The width of the area will extend south from the Taxiway A centerline to the north edge of Runway 8-26 (approximately 440 feet) and north of the centerline for 200 feet. In addition to this area, each of the three connector taxiways intersecting Runway 8-26 from Taxiway A will be surveyed onto the runway to confirm tie-ins are made to the Runway.

The future Taxiway L centerline and 100 feet on each side of the proposed taxiway centerline alignment will be surveyed. This centerline extends 280 feet north of the Taxiway A/A-1 intersection and 2,100 feet east of the existing end of the Taxiway L.

In addition, the short proposed connector Taxiway near BLM between Taxiway L and A will need to be surveyed. This area is approximately 300 feet long and 200 feet wide.

Each of these areas should be surveyed at a maximum of a 50-foot grid. All topographical features within all of these areas shall be surveyed including but not limited to: grade breaks, pavement markings, tie-downs, building corners, fence, drainage structures (invert elevations, pipes sizes and rim elevations), pavement markings, utility markers, edge of pavements, and electrical components. The total of all areas are approximately 387,000 square yards.

Existing control monuments shall be used for the survey control and will need to be tied together to double check for accuracy. After verification of primary survey control, secondary survey control will be established for completing collection of topographic features along the project corridor. The survey will have to be coordinated with the Joslin Field Airport Manager for airport access and optimum time to minimize disruption to air traffic. The survey shall be conducted in accordance to FAA AC 150/5370-2F. Vertical datum should be in accordance to NAVD 88, and horizontal datum should be in accordance to NAD 83. Vertical tolerances shall be +0.02-feet for paved surfaces and +0.05-feet for unpaved surfaces. Horizontal tolerances shall be +0.03-feet.

The collected data shall be provided on a compact disk to the Engineer with the following information: point number, description, northing, easting, and elevation along with paper copies of any pertinent field notes. No map or drawing will be required.

3. Administer design Geotechnical Subconsultant contract and coordinate delivery of work product. Provide quality control review of work products. This will include one (1) on-site meeting with geotechnical Subconsultant to review project location and safety. The geotechnical work will be performed utilizing the services of a Subconsultant. The general scope of the geotechnical work will be the following:

Administer 9 cores/bore logs in the Taxiway A environment and one in the proposed connector taxiway near BLM to a depth of 6-feet or refusal for a total of 10 borings. Five of the borings will be in the proposed realignment area in the Taxiway A-1 area. Four borings will be in the existing pavement in the western section of Taxiway A.

The geotechnical engineer shall immediately patch all pavement core holes with an approved asphalt cold mix or similar product. Data shall be collected on the soil type, existing asphalt condition, and depths and categorized according to the Unified Soil Classification System (USCS) including Moisture Content, Atterberg Limits, Grain Size Distribution. A sieve analysis shall be performed on both the base course and subbase for each core/bore location. The sieve analysis for base course should include the following classifications: percentage by weight passing sieves of 1-inch, ¾-inch, No. 4, No. 40, No. 200, and 0.02 mm. The sieve analysis for subbase course should include the following classifications: percentage by weight passing sieves of 3-inch, No. 10, No. 40, No. 200, and 0.02 mm. Ground water depth shall be recorded if encountered. One California Bearing Ratio (CBR) test shall be performed on one of the bore log samples at a depth of 24-inches which is the anticipated depth of subgrade.

The geotechnical engineer shall coordinate with the Engineer to determine core/bore log locations. The geotechnical work shall be conducted in accordance to FAA AC 150/5370-2F safety guidelines. The geotechnical engineer shall be responsible for a utility locate prior to work. It should be anticipated that the cores/bore logs shall be taken during daylight working hours. The geotechnical firm will need to coordinate with the Joslin Field Airport Manager and the Engineer personal for closure time and date.

The geotechnical report should develop pavement section alternatives and recommendations based on FAA guidelines. A Mill and Overlay and Full Asphalt and Concrete Pavement Section (New or reconstructed pavement) shall be considered. Work shall comply with the FAA AC 150/5320-6E "AIRPORT PAVEMENT DESIGN AND EVALUATION" current edition, including current FAA pavement design software.

The geotechnical firm shall submit three (3) copies of the final geotechnical report including all required information as mentioned above to the Engineer within three weeks upon finishing field work. The firm shall submit a draft copy for review prior to finalizing the report and its findings.

This line item shall include the coordination and contracting with Subconsultant. The Subconsultant fees shall be addressed in the Expenses-Subconsultant Section.

4. Coordinate with geotechnical engineer to perform a minimum of 5 asphalt cores (or an amount of cores that can be accomplished in one day of coring) on Runway 8-26 to determine the general condition of the asphalt. The cores shall be inspected for stripping or other degradation that could potentially limit the useful life of Runway 8-26 and a brief summary report included. Coring locations shall be identified after a runway inspection is complete.

This line item shall include the coordination and contracting with Subconsultant. The Subconsultant fees shall be addressed in the Expenses-Subconsultant Section.

5. Perform predesign layout, configuration and basic grading for both Taxiway Lima and the short proposed connector taxiway near BLM between Taxiway L and A. Predesign for these future developments needs to be completed to determine what grades the intersections of Taxiway A with Taxiway L and the short proposed connector taxiway will require. Study the effects of the development of the short connector and its effect on the sizing of outlet drainage pipes that drain the area and outlet it to drainage ponds on the north side of the airport. Consultant will produce deliverables depicting preliminary design such as plan view drawings, profiles, etc. exemplifying the future design plans and associated survey.

6. Determine the operational and phasing effects of working on the parallel taxiway and near the runway during the construction period. Construction in this area will impact the airport users, FBO's and transient aircraft during the construction period. Two meetings at the airport will be needed to present preliminary phasing plans to the CLIENT.
7. Perform a wingtip clearance study on the control aircraft to determine if they are encroaching the Runways Object Free Area and Runway Safety area while taxiing on Taxiway A. Determine the necessity for realigning Taxiway A-1 to resolve any identified encroachment.
8. Assemble base data and base maps for the project work area from the design survey.
9. Prepare preliminary Civil Design Plans (50% complete) for review and discussion with the CLIENT and FAA. It is anticipated that the project civil design will require twenty-four (24) plan sheets including:

Sheet 1 – Cover

Sheet 2 – Construction Layout Plan

Sheet 3 – Operation & Safety Plan

Sheet 4 – Operation & Safety Plan

Sheet 5 – Operation & Safety Plan

Sheet 6 – Demolition Plan

Sheet 7- Demolition Plan

Sheet 8 – Grading & Drainage Plan

Sheet 9 – Grading & Drainage Plan

Sheet 10 – Grading & Drainage Plan

Sheet 11 – Plan & Profile Taxiway A

Sheet 12 – Plan & Profile Taxiway A

Sheet 13 – Plan & Profile Taxiway A

Sheet 14 – Plan & Profile Taxiway A

Sheet 15 - Plan & Profile Connector Taxiways

Sheet 16 - Plan & Profile Connector Taxiways

Sheet 17 – Pavement Marking Plan

Sheet 18 – Pavement Marking Plan

Sheet 19 – Pavement Marking Details

Sheet 20 – Typical Sections

Sheet 21 - Drainage Details

Sheet 22 - Drainage Details

Sheet 23 – Civil Details

Sheet 24 – Sediment Erosion Control

10. Coordinate with an electrical subcontractor for edge lighting design. This line item shall include the coordination and contracting with a Subconsultant. The Subconsultant fees shall be addressed in the Expenses-Subconsultant Section. Electrical Subcontractor will verify the loading requirements for any proposed edge lighting or signage modifications. Any significant alterations of the electrical vault equipment or modification to the building itself based on these load changes will be considered an additional service.
11. Prepare and submit a revised sign and surface painted hold sign (SPHS) Plan to the FAA Airports District Office. Prior to submittal meet with the CLIENT at Twin Falls Airport to discuss proposed signing locations and messages.
12. Prepare preliminary Construction Contract Documents and Technical Specifications based on latest version of FAA AC 150/5370-10 "Standards for Specifying Construction on Airports" including the current Regional Notice published by the FAA Airports Districts Office.

13. Prepare a revised Engineers Opinion of Probable Cost based on construction cost estimates, phasing into workable portions for constructability, budget, and construction schedule and advise the CLIENT as to budget status.
14. Inquire of FAA Environmental Manager by email to confirm that the project will require a categorically exclusion pursuant to FAA Order 1050.1E, Paragraph 310(e). Prepare a NW Mountain Region Categorical Exclusion Form including Idaho State Historical Society approval, a biological survey, a water resource assessment and a detailed project area map for delineation of planned scope of work. Environmental work beyond that described will be considered as additional work.
15. Participate in a preliminary design review meeting with the CLIENT (Airport Staff). Anticipate three (3) review meetings with the CLIENT in Twin Falls, Idaho including attendance by the Project Manager and Airport Engineer. Review design philosophy, preliminary design drawings, design analysis and project schedules with the CLIENT.
16. J-U-B shall review existing drainage studies developed for the Airport and surrounding developments to evaluate existing drainage patterns and systems. J-U-B shall conduct a required analysis for the design of drainage improvements associated with the project in accordance with the FAA AC 150/5320-5C, Surface Drainage Design. Any necessary drainage improvements will be sized to accommodate local drainage standards.
17. Conduct in-house quality control/quality assurance review of preliminary design documents.
18. Prepare a conceptual Construction Safety and Phasing Plan according to AC 150/5370-2F for evaluation by the CLIENT, Airport, FBO, airport users and agencies. An electronic copy will be submitted to the FAA Airport District Office for coordination, review, and approval with other FAA lines of business using the airspace process.
19. Prepare the preliminary Engineer's Design Report in conformance with FAA guidelines. The report shall include a Summary of the Project and its specific design issues, Project Schedule, reference to the Construction Safety and Phasing Plan, Modification of Standards, Design Analysis, Geotechnical Investigation Report, and Construction Cost Estimate. The Preliminary Design Report will be prepared early in the design (approximately at the 30 percent level) to confirm potential for modification to the design or the construction standards that may require coordination.
20. Define critical aircraft for the pavement design of the project and develop pavement design section. Pavement design criteria shall be in accordance with the FAA Advisory Circular (AC) 150/5320-6E.

Analyze the geotechnical testing data to determine the most cost effective form of rehabilitation or reconstruction. Analyze the performance and stability of existing asphalt section. Rehabilitation methods may include full depth reconstruction in designated select locations or pavement removal and replacement depending on test results. Hold a meeting with the CLIENT and FAA at the Airport to present findings of the Geotechnical Testing and analysis of existing pavement. Determine rehabilitation/reconstruction method best suited for the taxiway.
21. Create and submit to the FAA drawings and exhibits to show FAA construction activities in the Taxiway A and Taxiway A-1 intersection for them to determine if activities create a reimbursable agreement, causes effects to FAA NAVAIDs, or requires a flight check. At this time, construction activities are not believed to require these activities. If any of these are found to be required, completion of them is outside the scope of this work.
22. Prepare and submit two (2) FAA Form 7460's to airspace the project layout and construction equipment. Potential items that must be addressed in the 7460 include construction equipment such as cranes, batch plants, concrete pumps, drill equipment, or other equipment taller than typical construction equipment.
23. Provide PCN data necessary for Part 14 CFR 139 airports to comply with FAA Advisory Circular 150/5335-5C Standardized Method of Reporting Airport Pavement Strength - PCN and to provide PCN values for Runway 8/26, 12/30, Taxiway A, and all connecting taxiways between these two surfaces. The scope of the PCN study will include providing research of current Pavement Strength Survey, analysis of all aircraft rated airside pavements using FAA provided COMFAA software, analysis of existing fleet mixes and future fleet mixes, memo including a listing of all PCN's calculated.

C. Preliminary and Design Phase for the FY 2016/2017 Joslin Field Airport ARFF Vehicle Acquisition Services:

1. Conduct one meeting in Twin Falls with the CLIENT staff to review airport needs, requirements and accessories for the vehicle.
2. Prepare the equipment and accessories technical specifications within FAA guidelines. Prepare Construction Civil Technical Specifications based on latest version of FAA AC 150/5370-10 "Standards for Specifying

Construction on Airports" including the current Regional Notice published by the FAA Airports Districts Office as well as FAA AC 150/5220-10E.

3. Prepare Bid Documents to include Bid Advertisement, Instructions to Bidders, Proposal, Bid Documents, Construction Agreement and Bond Forms, Notice of Award, Notice-to-Proceed, Wage Rates, Special Provisions, General Provisions, Technical Specifications, and other Contract Documents required for solicitation of Bids and execution of a procurement contract following bid award.
4. Conduct one meeting in Twin Falls with the CLIENT staff to review specifications and revise as needed.
5. Prepare and submit a design memo outlining the requested vehicle/special equipment and justification for it.
6. Conduct an In-house quality control review.
7. Provide the CLIENT with two (2) complete sets of Final Procurement Documents, including specifications. Submit one (1) set of similar documentation to the FAA for review.

D. Final Design Phase for the FY 2016/2017 Joslin Field Airport Taxiway A Rehabilitation Project:

1. Incorporate FAA and CLIENT personnel design comments. Respond as necessary to additional information.
2. Prepare Final Erosion and Sedimentation Control Plans and specifications.
3. Prepare Final Construction Safety and Phasing Plan (CSPP) to accommodate varying work components that need to meet prescribed schedules.
4. Finalize final plans, specifications, details, and sections based on Peer, CLIENT, and FAA Reviews. Submit a completed "Plans and Specifications Review Items Checklist" with final design documents for FAA review.
5. Complete final quantity calculations and prepare Engineer's Opinion of Probable Construction Cost.
6. Prepare Final Design Report.
7. Submit final documents to FAA (1 copy) and CLIENT (2 copies) for approval.
8. Provide project budget and schedule updates for FAA and Client.

E. Bidding Phase for the FY 2016/2017 Joslin Field Airport ARFF Vehicle Acquisition Services:

1. Revise and provide 10 sets of bidding documents and specifications for bidding.
2. Administer the public bid advertisement process including bid document reproduction and distribution of documents to plan rooms, contractors and suppliers. Submit advertisements to appropriate newspaper(s) and trade magazines as required for publication. Maintain a "bidders list" and distribute plans as requested (Include Costs for Plan & Specification Reproduction). Send plan sets to prospective bidders.
3. Provide Pre-Bid Conference coordination to familiarize bidders and interested parties with the construction project scope and requirements. Prepare a detailed agenda and displays, prepare and issue conference minutes. It is anticipated that J-U-B will conduct this meeting at the Airport.
4. Prepare Bid Addendums. Addenda are normally required in response to Contractor questions and/or design changes initiated by the CLIENT and/or the FAA. Engineering estimate includes costs for the preparation of two Addendums.
5. Respond to questions that arise during the Contractor's or supplier's bid preparation process.
6. Assist the CLIENT in conducting the project Bid Opening as required, including preparation of a Project Bid Summary. It is anticipated that J-U-B will coordinate and attend this meeting in Twin Falls.
7. Prepare detailed Bid Tabulations documenting bid results and submit to CLIENT and the FAA.
8. Assist the CLIENT with review and analysis of bids received. J-U-B will determine his opinion on "responsiveness" of bid submittal. Provide letter of recommendation of award along with price/cost analysis (in accordance with FAA PGL 12-03) to CLIENT. Advise the CLIENT of possible action in cases where bids exceed budget for the work to be performed by the Contractor.

F. Bidding Phase for the FY 2016/2017 Joslin Field Airport Taxiway A Rehabilitation Project:

1. Provide 25 sets of half size printed bidding documents.
2. Administer the public bid advertisement process including bid document reproduction and distribution of documents to plan rooms, contractors and suppliers. Submit advertisements to appropriate newspaper(s) and

trade magazines as required for publication. Maintain a "bidders list" and distribute plans as requested (Include Costs for Plan & Specification Reproduction).

3. Provide Pre-Bid Conference coordination to familiarize bidders and interested parties with the construction project scope and requirements. Prepare a detailed agenda and displays, prepare and issue conference minutes. It is anticipated that J-U-B will conduct this meeting at the Airport.
4. Prepare Bid Addendums. Addenda are normally required in response to Contractor questions and/or design changes initiated by the CLIENT and/or the FAA. Engineering estimate includes costs for the preparation of two Addendums.
5. Respond to questions that arise during the Contractor's or supplier's bid preparation process.
6. Assist the CLIENT in conducting the project Bid Opening as required, including preparation of a Project Bid Summary. It is anticipated that J-U-B will coordinate and attend this meeting in Twin Falls.
7. Prepare detailed Bid Tabulations documenting bid results and submit to CLIENT and the FAA.
8. Assist the CLIENT with review and analysis of bids received. J-U-B will determine his opinion on "responsiveness" of bid submittal. Provide letter of recommendation of award along with price/cost analysis (in accordance with FAA PGL 12-03) to CLIENT. Advise the CLIENT of possible action in cases where bids exceed budget for the work to be performed by the Contractor.

G. Construction Phase for the FY 2016/2017 Joslin Field Airport Taxiway A Rehabilitation Project

1. Prepare and distribute Notice of Award, Construction Agreement and other contract documents. Review Construction Agreement, bonds and insurance documents submitted by Contractor, and assist CLIENT and Contractor in processing documents for the project.
2. Coordinate with FAA and the CLIENT throughout the award process. Submit bid documentation including copies of all executed contract documents as required by the FAA.
3. Provide pre-construction coordination; prepare a detailed Pre-Construction Conference agenda and displays; conduct a Pre-Construction Conference on behalf of the CLIENT and prepare and issue minutes of the Pre-Construction Conference; include FAA items in conference agenda.
4. Review the Contractor's Work Schedule and verify that it is consistent with the requirements of the Contract Documents. Coordinate construction activity schedule with CLIENT and Airport operations.
5. Obtain and review contractor submitted shop drawings, Contractors Safety and Phasing Plan (CSPP), Quality Control Plan and all submittals required by the Contract Documents. Comment and return all submittals to Contractor for their use and/or revisions and resubmittal.
6. Prepare a Construction Management Plan in accordance with FAA guidelines. Incorporate Contractor's Quality Control Plan information into the plan. Submit document to the FAA and CLIENT for review. Conduct a QC/QA workshop per FAA Advisory Circular 150/5370-12B.
7. Organize and conduct weekly construction meetings with CLIENT, Contractor and others as appropriate. The Resident Project Representative will hold these meetings on the construction site.
8. Provide one full-time project representative to monitor and document construction activities as appropriate. It is anticipated that J-U-B will provide a Resident Project Representative for a period of 110 working days at 10 hours per day. A second inspector will be required during paving operations which is anticipated to be 20 working days at 10 hours per day. The Project Manager will visit the site once a week (22 visits) for 4 hours each visit to provide construction review.
9. Provide office administration support and assistance to the Resident Project Representative with the Project Manager or Office Administration as field activities may require.
10. J-U-B shall receive and review the Contractor's monthly requests for payment. J-U-B shall determine whether the amount requested reflects the progress of the Contractor's work and is in accordance with the contract for construction.
11. Monitor and coordinate Contractor Quality Control and Quality Assurance Testing Program pursuant to current FAA specifications for Quality Control and Quality Assurance. It is anticipated that J-U-B will monitor and test for Quality Assurance testing on asphalt placement only, through the use of a subconsultant.

This line item shall include the coordination and contracting with a Quality Assurance Testing Subconsultant. The Subconsultant fees shall be addressed in the Expenses-Subconsultant Section.
12. Assist CLIENT with review of Contractor weekly payroll certifications. Conduct Wage interviews with Contractor personnel as required.

13. Coordinate with CLIENT and FAA throughout the construction process. Submit required construction documentation, including weekly and daily (if required) activity report forms, mix designs, change orders, etc. Coordinate with CLIENT and FAA verbally concerning change orders, as required.

14. Construction staking shall be provided by the contractor as part of the construction contract. J-U-B will provide benchmarks and horizontal control points for the contractor's use. Prior to start of construction, J-U-B will provide survey check to confirm control still has not be altered.

J-U-B will provide quality assurance survey checks of constructions as directed by J-U-B Project Manager. It is anticipated that J-U-B will provide a Quality Assurance Survey for top of subgrade, top of subbase, top of base, intermediate lifts of asphalt and other construction items that requires verification for both vertical and horizontal. Assume eight (8) hours of survey crew per week of construction.

15. Prepare Contract Change Order/Supplemental Agreements in accordance with FAA PGL 12-03. Conduct services associated with evaluation, negotiation, and preparation and processing of Contract Change Orders or Supplemental Agreements. Prepare a price or cost analysis if required by FAA to support a determination of a fair and reasonable Change Order price per Ch. 3, Section 14, FAA Order 5100.38, AIP Handbook. Cost estimate is based on the production of two Change Orders.

16. Conduct final and substantial completion inspections. The taxiway project will be constructed into multiple phases. With the completion of each phase a substantial completion and punch list will be performed. Estimate provides that one substantial completion and a combined substantial/final completion will take place during the project.

17. Conduct part-time field observation of project punch list item completion. Produce substantial and final completion inspection certificates and field review and documentation of "punch list" items.

18. Prepare Record drawings of as constructed revisions to Design and Construction Drawings for project improvements as provided by the Contractor. Provide CLIENT and FAA with copies of Record Drawings and one electronic copy to be submitted to the FAA as required. Provide CLIENT with one set of prints of Record Drawings.

19. Update Airport diagrams and coordinate changes with the Air Traffic Control Tower. Follow the outline in Order 7910.4C for the Airport diagram changes. Coordinate with FAA to determine charting requirements in the Airport Facility Directory.

H. Construction and Project Close Out Phase for the FY 2016/2017 Joslin Field Airport ARFF Vehicle Acquisition Services

1. Review Contractor equipment submittals.
2. Prepare and confirm one pay request upon delivery and acceptance.
3. Conduct final completion inspection certificates and field review and documentation of "punch list" items.
4. Prepare the final project report and close-out report and forms for Vehicle Procurement following current FAA guidelines.
5. Provide assistance to the Airport Manager in the coordination of the grant, project and other issues that arise during the course of the project. This can include but not be limited to reviews, letters, and reports, requests for reimbursement, form preparation and attendance at Airport Board Meetings.
6. Assist and coordinate with independent auditors in locating appropriate documents for performing A-133 annual audit. In addition to finding appropriate project files, answer questions as required.

I. Project Close Out Phase for the FY 2016/2017 Joslin Field Airport Taxiway Rehabilitation Project:

1. Prepare the final project report and close-out documents according to FAA requirements and submit to CLIENT and FAA.
2. Prepare an Airport Layout Plan Set (ALP) Revision to document improvements. J-U-B will revise the ALP to show new development at the airport since the previous update. A draft copy of the revised ALP and ALP Checklist will be submitted to the FAA and CLIENT for review. Upon review and comment changes, copies will be distributed to the FAA and CLIENT for signatures.
3. Assist and coordinate with independent auditors in locating appropriate documents for performing A-133 annual audit. In addition to finding appropriate project files, answer questions as required.
4. Provide assistance to the CLIENT in assessing, costing, and updating the five-year Capital Improvement Plan for submittal to FAA.

5. Create AGIS capable survey for as-constructed Taxiway A.

Survey will be performed for this project in accordance with AC 150/5300-16A, and 18B. Tasks for this element are based on the Table 2.1 column Construction-Airside from AC 150/5300-18B. The Airport will provide site information and access to the site. All survey data shall be tied to the National Spatial Reference System (NSRS) and projected to the NAVD 1988 vertical datum. Horizontal datum is NAD 83/2011 Idaho State Plane Coordinate System, Central Zone. Survey notes and records will be prepared in accordance with industry standards of practice. J-U-B will coordinate with the airport and abide by appropriate procedures to gain access to privately owned lands. The general scope of the AGIS work will include the following:

- a. AGIS Setup, Statement of Work, and Survey Plans
 - i. J-U-B will assist the airport sponsor in establishing a new airport survey project on the Airports Geographic Information System (AGIS) website at <https://airports-gis.faa.gov>. This project will be a new airport survey project type for NAVAID Siting – Non-Precision/Visual.
 - ii. J-U-B will prepare and submit a Statement of Work (SOW) for the survey project to the AGIS website prior to commencement of fieldwork.
 - iii. J-U-B will develop and submit a Survey and Quality Control Plan (SQCP) to the (AGIS) website for the project. No fieldwork will be performed prior to review and acceptance of the plans by the governing agencies.
- b. Field Surveys and Reconnaissance
 - i. J-U-B will meet with field crews, engineers, and airport staff to conduct airport interviews and prepare documentation of survey conditions and procedures in accordance with AC 150/5300-18B.
 - ii. Joslin Field has one existing geodetic control point, a Primary Airport Control Station (PACS) and no Secondary Airport Control Stations (SACS). J-U-B will recover and verify the existing Primary Airport Control Station (PACS) according to guidelines established in AC 150/5300-16A Section 2.2.2. Establish a tie to the NSRS by verifying the existing Primary Airport Controls stations in accordance with AC 150/5300-18B section 2.6.10.1.1.
 - iii. J-U-B will survey, validate and document an elevation profile for Taxiway A according to the standards in AC 150/5300-18B at 50 foot intervals as well as both edge of pavements and grade breaks within the shoulder and safety area on that grid. In addition, taxiway lights, signs, surface markings, taxiway centerline markings, taxiway edge markings, taxiway shoulder transverse stripes, and taxiway holding positions, PC's and PT's along fillets at taxiway intersections will be included in the survey.
 - iv. J-U-B will document features requiring appropriate photos, and preparing required sketches. Processing collected data and preparing for upload to AGIS website.
- c. Upload Survey Data and Final Documentation to AGIS
 - i. J-U-B will process all surveyed and mapped features and obstructions to be delivered in the Airport GIS geodatabase schema and then upload survey data to the AGIS website to include matrix items listed in AC 150/5300-18B, Table 2-1 Construction-Airside column.
 - ii. J-U-B will develop and provide the Final Survey Report with appropriate documentation to the AGIS project website for the airport survey project.

Exceptions:

No SMS plan is required on this project during the design or other portions of the project.

An airport wide AGIS survey is not required for this project.



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

J-U-B ENGINEERS, INC.

Standard Exhibit A – Construction Phase Services

Client Name: City of Twin Falls and Twin Falls County

Project: FY 2017 Joslin Field Twin Falls Airport Taxiway A Rehabilitation and ARFF Procurement

The Agreement for Professional Services dated _____ is amended and supplemented to include the following agreement of the parties with respect to Services during the construction phase of the Project.

For the purposes of this exhibit, 'Agreement for Professional Services' and 'the Agreement' shall refer to the document entitled 'Agreement for Professional Services,' executed between J-U-B and CLIENT to which this exhibit and any other exhibits have been attached.

For the purposes of this exhibit, the term 'Contract Documents,' shall be defined as documents that establish the rights and obligations of the parties engaged in construction and include the Construction Agreement between CLIENT and contractor, Addenda (which pertain to the Contract Documents), contractor's bid (including documentation accompanying the bid and any post-bid documentation submitted prior to the notice of award) when attached as an exhibit to the Construction Agreement, the notice to proceed, the bonds, appropriate certifications, the General Conditions, the Supplementary Conditions, the Specifications and the Drawings, together with all Written Amendments, Change Orders, Work Change Directives, Field Orders, and J-U-B's written interpretations and clarifications issued on or after the Effective Date of the Construction Agreement. Shop Drawings and the reports and drawings of subsurface and physical conditions are not Contract Documents.

For the purposes of this exhibit, the term 'Work,' shall be defined as the entire construction or the various separately identifiable parts thereof required to be provided by the construction contractor under the Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction, and furnishing, installing, and incorporating all materials and equipment into such construction; all as required by the Contract Documents.

For the purposes of this exhibit, the term 'Site,' shall be defined as lands or areas indicated in the Contract Documents as being furnished by CLIENT upon which the Work is to be performed, including rights-of-way and easements for access thereto, and such other lands furnished by CLIENT which are designated for the use of contractor.

CONSTRUCTION PHASE SERVICES

J-U-B shall provide Construction Phase Services as agreed below. There is a "Yes" and "No" box to the left of each Service. If a box is marked "Yes", J-U-B agrees to perform the Service listed. If a box is marked "No", J-U-B undertakes no duty to perform the Service listed. If a duty or a condition of performance is listed below that is a responsibility of CLIENT, CLIENT's agreement to perform the same is assumed.

It is understood and agreed that J-U-B shall not, during the performance of Services, or as a result of observations of the Work in progress, supervise, direct, or have control over contractor(s) Work; nor shall J-U-B have authority over or responsibility for the means, methods, techniques, sequences or procedures of construction selected by contractor(s), for safety precautions and programs incident to the Work of the contractor(s) or for any failure of contractor(s) to comply with laws, rules, regulations, ordinances, codes or orders applicable to contractor(s) furnishing and performing their Work or providing any health and safety precautions required by any regulatory agencies. Accordingly, J-U-B does not guarantee or warrant the performance of the construction contracts by contractor(s) nor assume responsibility of contractor(s) failure to furnish and perform their Work in accordance with the Contract Documents.

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

Construction Phase

After receiving written authorization from CLIENT to proceed with the construction phase, J-U-B may provide the following Services with respect to this part of the Project:

- 1. General Administration of the Contract Documents. Consult with, advise, and assist CLIENT in J-U-B's role as CLIENT's representative. Relevant J-U-B communications with contractor shall be imputed to the CLIENT. Nothing contained in this Standard Exhibit A creates a duty in contract, tort, or otherwise to any third party; but, instead, the duties defined herein are performed solely for the benefit of the CLIENT. CLIENT shall agree to include this language in any such agreements it executes with contractor, subcontractors or suppliers.
2. Pre-Construction Conference. Participate in a pre-construction conference.

3. *Visits to Site and Observation of Construction / Resident Project Representative (RPR) Services.* In connection with observations of the Work while it is in progress:

Yes

No

a. *Periodic Site Visits by J-U-B.* Make visits to the Site at intervals appropriate to the various stages of construction, as J-U-B deems necessary, to observe as an experienced and qualified design professional the progress and quality of the Work. Such visits and observations, if any, are not intended to be exhaustive or to extend to every aspect of the Work or to involve detailed inspections of the Work beyond the responsibilities specifically assigned to J-U-B in this Agreement, but rather are to be limited to spot checking, selective sampling, and similar methods of general observation of the Work based on J-U-B's exercise of professional judgment as assisted by the RPR, if any. Based on information obtained during such visits and observations, J-U-B will determine in general, for the benefit of CLIENT, if the Work is proceeding in accordance with the Contract Documents, and J-U-B shall keep CLIENT informed of the progress of the Work.

Yes

No

b. *Resident Project Representative ("RPR").* When requested by CLIENT, provide the Services of a RPR at the Site to provide more extensive observation of the Work. Duties, responsibilities, and authority of the RPR, are as set forth in the section entitled Resident Project Representative, herein. Through more extensive observations of the Work and field checks of materials and equipment by RPR, J-U-B shall endeavor to provide further protection to the CLIENT against defects and deficiencies in the Work. The furnishing of such RPR's Services will not extend J-U-B's responsibilities or authority beyond the specific limits set forth elsewhere in this Agreement.

Yes

No

4. *Defective Work.* Recommend to CLIENT that the Work be disapproved and rejected while it is in progress if J-U-B believes that such Work does not conform generally to the Contract Documents or that the Work will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents.

Yes

No

5. *Clarifications and Interpretations; Field Orders.* Recommend to CLIENT necessary clarifications and interpretations of the Contract Documents as appropriate to the orderly completion of the Work. Such clarifications and interpretations will be consistent with the intent of and reasonably inferable from the Contract Documents. Based on J-U-B's recommendations, CLIENT may issue Field Orders authorizing minor variations from the requirements of the Contract Documents.

Yes

No

6. *Change Orders, and Work Change Directives.* Recommend to CLIENT Change Orders or Work Change Directives, as appropriate, and prepare required documents for CLIENT consideration. CLIENT may issue Change Orders or Work Change Directives authorizing variations from the requirements of the Contract Documents.

Yes

No

7. *Shop Drawings and Samples.* Review or take other appropriate action in respect to Shop Drawings, Samples, and other data that contractor is required to submit, but only for conformance with the design concept of the Project and compliance with the information given in the Contract Documents. Such reviews or other action shall not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions and programs incident thereto.

Yes

No

8. *Substitutes.* Consult with and advise CLIENT concerning, and determine the acceptability of, substitute materials and equipment proposed by contractor.

Yes

No

9. *Inspections and Tests.* Make recommendations to CLIENT concerning special inspections or tests of the Work, and the receipt and review of certificates of inspections, testing, and approvals required by laws and regulations and the Contract Documents (but only to determine generally that the results certified indicate compliance with the Contract Documents).

- Yes 10. *Disagreements between CLIENT and Contractor.* Assist CLIENT in rendering formal written decisions on claims of CLIENT and contractor relating to the acceptability of the Work or the interpretation of the requirements of the Contract Documents pertaining to the execution and progress of the Work. In assisting in such decisions, J-U-B shall not be liable in connection with any decision rendered in good faith.
- No
- Yes 11. *Applications for Payment.* Based on J-U-B's on-site observations as an experienced and qualified design professional, and upon written request of CLIENT, review Applications for Payment and the accompanying supporting documentation. Assist CLIENT in determining the amounts owed to contractor and, if requested by CLIENT, recommend in writing to CLIENT that payments be made to contractor in such amounts. Such recommendations of payment will constitute a representation to CLIENT that, to the best of J-U-B's knowledge, information, and belief, the Work has progressed to the point indicated, the quality of such Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, and subject to any subsequent tests called for in the Contract Documents or to any other qualification stated in the recommendation), and the conditions precedent to contractor's being entitled to such payments appear to have been fulfilled insofar as it is J-U-B's responsibility to observe the Work. In the case of unit price Work, J-U-B's recommendation of payment will include final determinations of quantities and classifications of the Work (subject to any subsequent adjustments allowed by the Contract Documents). By recommending any payment and after reasonable inquiry, J-U-B shall not thereby be deemed to have represented that exhaustive, continuous, or detailed reviews or examinations have been made by J-U-B to check the quality or quantity of the Work as it is furnished and provided beyond the responsibilities specifically assigned to J-U-B in this Agreement and the Contract Documents. J-U-B's review of the Work for the purposes of recommending payments will not impose on J-U-B the responsibility to supervise, direct, or control such Work, or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident thereto, or contractor's compliance with laws and regulations applicable to its furnishing and performing the Work. J-U-B's review will also not impose responsibility on J-U-B to make any examination to ascertain how or for what purposes contractor has used monies paid to contractor by CLIENT; to determine that title to any of the Work, including materials or equipment, has passed to CLIENT free and clear of any lien, claims, security interests, or encumbrances; or that there may not be other matters at issue between CLIENT and contractor that might affect the amount that should be paid.
- No
- Yes 12. *Contractor's Completion Documents.* Receive and review maintenance and operating instructions, schedules, guarantees, bonds and certificates of inspection, tests and approvals, Shop Drawings, Samples, other data approved, and the annotated record documents which are to be assembled by contractor in accordance with the Contract Documents (such review will only be to determine generally that their content complies with the requirements of, and in the case of certificates of inspection, tests, or approvals indicates compliance with, such Contract Documents); transmit them to CLIENT with written comments.
- No
- Yes 13. *Substantial Completion.* Promptly after notice from CLIENT that contractor considers the Work for this part of the Project is ready for its intended use, in company with CLIENT and contractor, conduct a site visit to determine if the Work is substantially complete. Provide recommendation to CLIENT relative to issuance of Certificate of Substantial Completion.
- No
- Yes 14. *Final Notice of Acceptability of the Work.* Assist CLIENT in conducting a final inspection to determine if the completed Work is acceptable so that J-U-B may recommend, in writing, that final payment be made to contractor.
- No
- Yes 15. *Additional Tasks.* Perform or provide the following additional construction phase tasks or deliverables as delineated in Attachment 1 – Scope of Services and/or Schedule and/or Basis of Fee, which is included with the Agreement.
- No

General Limitation of Responsibilities. J-U-B shall not be responsible for the acts or omissions of any contractor or of any of their subcontractors, suppliers, or any other individual or entity performing or furnishing any of the Work. J-U-B shall not be responsible for failure of any contractor to perform or furnish the Work in accordance with the Contract Documents. CLIENT shall agree to include this language in any such agreements it executes with contractor, subcontractors or suppliers.

J-U-B's Construction Phase Services will be considered complete on the date of Final Notice of Acceptability of the Work.

Post-Construction Phase

After receiving authorization from CLIENT to proceed with the post-construction phase, J-U-B may:

- Yes 1. *Testing/Adjusting Systems.* Provide assistance in connection with the testing and adjusting of equipment or systems.
 No

- Yes 2. *Operate/Maintain Systems.* Assist CLIENT in coordinating training for CLIENT's staff to operate and maintain equipment and systems.
 No

- Yes 3. *Control Procedures.* Assist CLIENT in developing procedures for control of the operation and maintenance of, and recordkeeping for, equipment and systems.
 No

- Yes 4. *O&M Manual.* Assist CLIENT in preparing operating, maintenance, and staffing manuals.
 No

- Yes 5. *Defective Work.* Together with CLIENT, visit the Project to observe any apparent defects in the Work, assist CLIENT in consultations and discussions with contractor concerning correction of any such defects, and make recommendations as to replacement or correction of Defective Work, if present.
 No

- Yes 6. *Record Surveying.* Provide field surveying of readily accessible elements of the final completed construction to supplement the preparation of Record Drawings.
 No

- Yes 7. *Record Drawings.* Furnish a set of reproducible prints of Record Drawings showing significant changes made during the construction process, based on the annotated record documents for the Project furnished by the contractor.
 No

- Yes 8. *Warranty Inspection.* In company with CLIENT or CLIENT's representative, provide an inspection of the Project within one month before the end of the contractor correction period to ascertain whether any portion of the Work is subject to correction.
 No

- Yes 9. *Additional Tasks.* Perform or provide the following additional post-construction phase tasks or deliverables as listed in Attachment 1 - Scope of Services and/or Schedule and/or Basis of Fee, which is included with the Agreement.
 No

The Post-Construction Phase Services may commence during the construction phase and, if not otherwise modified by the mutual agreement of CLIENT and J-U-B, will terminate at the end of the correction period.

CONSTRUCTION PHASE ADDITIONAL SERVICES

If authorized by CLIENT and expressly agreed by J-U-B; or, if performed by J-U-B with the knowledge of the CLIENT after the signing of the Agreement for Professional Services, J-U-B shall furnish or obtain from others Additional Services of the types listed in this paragraph:

1. Services in connection with Work Change Directives and Change Orders to reflect changes requested by CLIENT if the resulting change in compensation for Construction Phase Services is not commensurate with the Services rendered; Services in making revisions to Drawings and Specifications occasioned by the acceptance of substitutions proposed by contractor and Services after the award of the contract; Services in evaluating and determining the acceptability of an unreasonable or excessive number of substitutions proposed by contractor; and Services resulting from significant delays, changes, or price increases occurring as a direct or indirect result of material equipment, or energy shortages.
2. Services involving out-of-town travel required of J-U-B other than visits to the Site or CLIENT's office.
3. Assistance in connection with bid protests, rebidding, or renegotiating the Construction Agreement.
4. Services in connection with any partial utilization of the Work by CLIENT prior to Substantial Completion.
5. Additional or extended Services during construction of the Work made necessary by (a) emergencies or acts of God endangering or delaying the Work, (b) the discovery of constituents of concern, (c) Work damaged by fire or other cause during construction, (d) a significant amount of defective Work, (e) acceleration of the progress schedule involving Services beyond normal working hours, and (f) default by contractor, including extensions of the construction period.
6. Evaluating an unreasonable number of claims submitted by contractor or others in connection with the Work.
7. Protracted or extensive assistance in refining and adjusting any equipment or system (such as initial startup, testing, adjusting, and balancing).
8. Services or consultations after completion of the construction phase, such as excessive inspections during any correction period and reporting observed discrepancies under guarantees called for in the Construction Agreement for the Work (except as agreed to under Construction Phase Services).
9. Preparing to serve or serving as a consultant or witness for CLIENT in any litigation, arbitration, or other legal or administrative proceeding involving the Project to which J-U-B has not been made a party.
10. Additional Services in connection with the Work, including Services which are to be furnished by CLIENT and Services not otherwise provided for in this Agreement.

RESIDENT PROJECT REPRESENTATIVE

If provided as part of Construction Phase Services, J-U-B shall furnish a Resident Project Representative ("RPR"), assistants, and other field staff to assist J-U-B in observing progress and quality of the Work. The RPR, assistants, and other field staff may provide full-time representation or may provide representation to a lesser degree.

Through such additional observations of the Work and field checks of materials and equipment by the RPR and assistants, J-U-B shall endeavor to provide further protection for CLIENT against defects and deficiencies in the Work. It is understood and agreed that J-U-B shall not, during the performance of Services, or as a result of observations of the Work in progress, supervise, direct, or have control over contractor(s)' Work; nor shall J-U-B have authority over or responsibility for the means, methods, techniques, sequences or procedures of construction selected by contractor(s), for safety precautions and programs incident to the Work of the contractor(s) or for any failure of contractor(s) to comply with laws, rules, regulations, ordinances, codes or orders applicable to contractor(s) furnishing and performing their Work or providing any health and safety precautions required by any regulatory agencies. Accordingly, J-U-B does not guarantee or warrant the performance of the construction contracts by contractor(s) nor assume responsibility of contractor(s)' failure to furnish and perform their Work in accordance with the Contract Documents.

The RPR's duties under this Agreement shall be strictly limited to the following:

1. *General.* RPR is J-U-B's agent at the Site, will act as directed by and under the supervision of J-U-B, and will confer with J-U-B regarding RPR's actions.
2. *Schedules.* Review the progress schedule, schedule of Shop Drawing and Sample submittals, and schedule of values prepared by contractor and consult with CLIENT concerning acceptability of such schedules.
3. *Conferences and Meetings.* When requested by CLIENT to do so, attend meetings with contractor, such as preconstruction conferences, progress meetings, job conferences, and other project-related meetings.
4. *Liaison.* Serve as J-U-B's liaison with CLIENT.

5. *Interpretation of Contract Documents.* Report to CLIENT when clarifications and interpretations of the Contract Documents are needed.
6. *Shop Drawings and Samples.* Receive and record date of receipt of reviewed Samples and Shop Drawings.
7. *Modifications.* Consider and evaluate contractor's suggestions for modifications to Drawings or Specifications and report, with RPR's recommendations, to CLIENT. Transmittal to contractor of written decisions as issued by J-U-B will be in writing.
8. *Review of Work and Rejection of Defective Work.*
 - a) Conduct on-site observations of the Work to assist J-U-B in determining if the Work is, in general, proceeding in accordance with the Contract Documents.
 - b) Report to CLIENT whenever RPR believes that any part of the Work in progress will not produce a completed Project that conforms generally to the Contract Documents or will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents; has been damaged; or does not meet the requirements of any inspection, test, or approval required to be made. Advise CLIENT of that part of the Work that RPR believes should be corrected, rejected, or uncovered for observation, or that requires special testing, inspection, or approval.
9. *Inspections, Tests, and System Startups.*
 - a) Advise CLIENT in advance of scheduled major inspections, tests, and system start-ups for important phases of the Work.
 - b) Verify that tests, equipment, and system start-ups and operating and maintenance training is conducted in the presence of appropriate personnel and that contractor maintain adequate records thereof.
 - c) Observe, record, and report to CLIENT appropriate details relative to the test procedures and system start-ups.
 - d) Accompany visiting inspectors representing public or other agencies having jurisdiction over the Work, record the results of these inspections, and report to CLIENT.
10. *Records.*
 - a) Maintain at the Site orderly files for correspondence, reports of job conferences, reproductions of original Contract Documents including all Change Orders, Field Orders, Work Change Directives, Addenda, additional Drawings issued subsequent to the execution of the Contract, J-U-B's clarifications and interpretations of the Contract Documents, progress reports, Shop Drawing and Sample submittals, and other Project-related documents.
 - b) Prepare a daily report or keep a diary or log book, recording contractor's and subcontractors' hours on the Site, weather conditions, data relative to questions of Change Orders, Field Orders, Work Change Directives, or changed conditions, Site visitors, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; furnish copies of such records to CLIENT.
 - c) Maintain accurate, up-to-date lists of the names, addresses, e-mail addresses, and telephone numbers of all contractors, subcontractors, and major suppliers of materials and equipment.
 - d) Maintain records for use in preparing documentation of the Work.
 - e) Upon completion of the Work with respect to the Project, furnish a complete set of all RPR Project documentation to CLIENT.

11. *Reports.*
 - a) Furnish to CLIENT periodic reports as required of progress of the Work and of contractor's compliance with the progress schedule and schedule of Shop Drawing and Sample submittals.
 - b) Present to CLIENT proposed Change Orders, Work Change Directives, and Field Orders.
 - c) Furnish to CLIENT copies of all inspection, test, and system startup reports.
 - d) Report immediately to CLIENT the occurrence of any Site accidents, emergencies, acts of God endangering the Work, property damaged by fire or other causes, and the discovery or presence of any constituents of concern.
12. *Payment Request:* Review Applications for Payment for compliance with the established procedure for their submission and forward with recommendations to CLIENT, noting particularly the relationship of the payment requested to the schedule of values, Work completed, and materials and equipment delivered at the Site, but not incorporated in the Work.
13. *Certificates, Operation and Maintenance Manuals.* During the course of the Work, verify that materials and equipment certificates, operation and maintenance manuals, and other data required by the Specifications to be assembled and furnished by contractor are applicable to the items actually installed and in accordance with the Contract Documents, and have these documents delivered to CLIENT for review.
14. *Completion.*
 - a) Before issuing a Certificate of Substantial Completion, submit to CLIENT a list of observed items requiring completion or correction.
 - b) Observe whether contractor has arranged for inspections required by laws and regulations, including but not limited to those to be performed by public agencies having jurisdiction over the Project.
 - c) Participate in a final inspection in the company of CLIENT and contractor and prepare a final list of items to be completed or corrected with respect to the Work.
 - d) Observe whether all items on final list have been completed or corrected and make recommendations to CLIENT concerning acceptance and issuance of CLIENT's Final Notice of Acceptability of the Work.

The RPR shall not:

1. Authorize any deviation from the Contract Documents or substitution of materials or equipment (including "or-equal" items).
2. Exceed limitations of J-U-B's authority as set forth in the Agreement for Professional Services .
3. Undertake any of the responsibilities of contractor, subcontractors, suppliers, or contractor's superintendent.
4. Advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences, or procedures of construction or of the Work, unless such advice or directions are specifically required by the Contract Documents.
5. Advise on, issue directions regarding, or assume control over safety practices, precautions, and programs in connection with the activities or operations of CLIENT or contractor.
6. Participate in specialized field or laboratory tests or inspections conducted by others, except as specifically authorized.
7. Accept Shop Drawing or Sample submittals from anyone other than J-U-B.
8. Authorize CLIENT to occupy the Work in whole or in part.

CLIENT'S RESPONSIBILITIES

Except as otherwise provided herein or in the Agreement for Professional Services, CLIENT shall do the following in a timely manner so as not to delay the Services of J-U-B and shall bear all costs incident thereto:

1. Provide, as may be required for the Project, such legal services as CLIENT may require or J-U-B may reasonably request with regard to legal issues pertaining to the Project, including any that may be raised by contractor.
2. Attend the pre-bid conference, bid opening, pre-construction conferences, construction progress and other job-related meetings and Substantial Completion, final payment, and other inspections.
3. Give prompt written notice to J-U-B whenever CLIENT observes or otherwise becomes aware of any development that affects the scope or time of performance or furnishing of J-U-B's Services, or any defect or nonconformance in J-U-B's Services or in the Work of any contractor.
4. Render all final decisions related to: 1) changes or modifications to the terms of the construction contract, 2) acceptability of the Work, and 3) claims or Work stoppages.
5. Unless included in J-U-B Scope of Services, provide construction staking and materials testing services for the project.

The Client agrees to require all contractors of any tier to carry statutory Workers Compensation, Employers Liability Insurance and appropriate limits of Commercial General Liability Insurance (CGL). The Client further agrees to require all contractors to have their CGL policies endorsed to name the Client, the Consultant and its sub-consultants as Additional insureds, on a primary and noncontributory basis, and to provide Contractual Liability coverage sufficient to insure the hold harmless and indemnity obligations assumed by the contractors. The Client shall require all contractors to furnish to the Client and the Consultant certificates of insurance as evidence of the required insurance prior to commencing work and upon renewal of each policy during the entire period of construction. In addition, the Client shall require that all contractors will, to the fullest extent permitted by law, indemnify and hold harmless the Client, the Consultant and its sub-consultants from and against any damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising out of or in any way connected with the Project, including all claims by employees of the contractors.

INDEMNIFICATION

In addition to any other limits of indemnification agreed to between the Parties, CLIENT agrees to indemnify and hold harmless J-U-B, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the performance of the Work. This is to include, but not to be limited to any such claim, cost, loss, or damage that is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property, including the loss of use resulting therefrom to the extent caused by any negligent act or omission of contractor, any subcontractor, any supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work or anyone for whose acts any of them may be liable, as well as any general, special or other economic damages resultant from Work stoppages or delays that are caused in whole or part by J-U-B's exercise of the rights and duties as agreed herein (Construction Phase Services).

CLIENT agrees that CLIENT will cause to be executed any such agreements or contracts with contractors, subcontractors or suppliers to effectuate the intent of this part before any Work is commenced on the Project; if CLIENT negligently fails to do so, CLIENT agrees to fully indemnify J-U-B from any liability resulting therefrom, to include, but not to be limited to, all costs relating to tendering a defense to any such claims made.

PROJECT TITLE:		TWIN FALLS-JOSLIN FIELD AIRPORT 2016/2017 AIRPORT IMPROVEMENTS										Attachment #2		
CLIENT:		TWIN FALLS, IDAHO												
JOB NUMBER:														
DATE:		7/8/2016										ENGINEER'S HOURLY ESTIMATE		
TWIN FALLS -JOSLIN FIELD AIRPORT- PRELIMINARY AND FINAL DESIGN SERVICES- TAXIWAY A REHABILITATION AND ARFF PROCUREMENT														
TASK NO	PROJECT TASK	Project Director \$50.00	Project Manager \$45.82	QC Manager \$59.27	Senior Designer \$36.35	Designer \$29.64	Survey Manager \$41.67	Survey Crew \$64.61	Environmental Lead \$41.72	Wildlife Biologist \$42.97	Resident Project Represent. \$29.64	Administration \$21.16	TOTAL HRS	TASK DIRECT COSTS
A. Project Formulation for Taxiway A Rehab. and ARFF Procurement														
1	Attend Pre-Design Meeting, Notes, & Minutes*	0	4	4	0	0	0	0	0	0	0	2	10	\$462.68
2	Prepare Scope of Work	2	8	10	0	0	0	0	0	0	0	4	24	\$1,143.90
3	Prepare Engineering Services Cost Proposal	2	8	6	0	0	0	0	0	0	0	0	16	\$822.18
4	Prepare Justification and Need/Cost Estimate	0	6	0	0	0	0	0	0	0	0	0	6	\$274.92
5	Coord. with Independent Estimator/Prepare Rec. of Negotiations	0	4	0	0	0	0	0	0	0	0	0	4	\$183.28
6	Prepare an Agreement for Professional Services	2	6	0	0	0	0	0	0	0	0	4	12	\$459.56
7	Prepare Preliminary Grant Application	0	4	2	8	0	0	0	0	0	0	0	14	\$592.62
8	Assist Sponsor with FAA Certifications	0	2	0	0	0	0	0	0	0	0	2	4	\$133.96
9	Prepare Quarterly Performance Reports/Annual Financial Report	0	6	0	0	0	0	0	0	0	0	0	6	\$274.92
10	Complete 3-Year DBE Goals	0	6	0	24	0	0	0	0	0	0	4	34	\$1,231.96
11	Attend Airport Advisory Board Meetings (3)***	0	8	8	0	0	0	0	0	0	0	0	16	\$840.72
12	Assist Owner with Requests for Reimbursement (RFR).	0	14	10	0	0	0	0	0	0	0	40	64	\$2,080.58
13	Provide Financial Information and Summary	0	4	0	0	0	0	0	0	0	0	0	4	\$183.28
B. Preliminary Design for the Taxiway A Rehabilitation														
1	Investigate Job Site & Document Findings*	0	4	0	4	0	0	0	0	0	0	0	8	\$328.68
2	Perform Topographic Survey	0	6	0	0	0	41	112	0	0	0	0	159	\$9,219.71
3	Coordinate & Contract with Geotech Sub/ Taxiway Rehabilitation	0	6	0	10	0	0	0	0	0	0	4	20	\$723.06
4	Coordinate & Contract with Geotech Sub/ Runway Borings	0	4	0	8	0	0	0	0	0	0	4	16	\$558.72
5	Perform predesign for Taxiway Lima and Short Connector Taxiway	0	10	4	50	0	0	0	0	0	0	0	64	\$2,512.78
6	Determine Construction Phasing with associated meetings**	0	16	8	16	0	0	0	0	0	0	0	40	\$1,788.88
7	Perform Wingtip Clearance Study	0	8	0	8	0	0	0	0	0	0	0	16	\$657.36
8	Assemble Base Drawings	0	0	0	6	18	0	0	0	0	0	0	24	\$751.62
9	Prepare Preliminary Plan Sheets (24 Civil Plan Sheets)	0	30	12	136	136	0	0	0	0	0	0	314	\$11,060.48
10	Coordinate with Electrical sub for edge lighting design	0	8	0	10	0	0	0	0	0	0	4	22	\$814.70
11	Prepare a revised sign and surface painted sold sign Plan	0	6	4	20	6	0	0	0	0	0	0	36	\$1,416.84
12	Prepare Prel. Bid Documents and Technical Specifications	0	8	0	38	0	0	0	0	0	0	10	56	\$1,959.46
13	Prepare Preliminary Cost Estimate	0	4	0	6	0	0	0	0	0	0	0	10	\$401.38
14	Complete & Submit Environmental CAT EX Form	0	32	6	0	22	0	0	50	32	0	4	146	\$6,019.62
15	Participate in Design Review Meeting***	0	8	0	8	0	0	0	0	0	0	0	16	\$657.36
16	Conduct Drainage Analysis	0	8	4	6	0	0	0	0	0	0	0	18	\$821.74
17	Conduct QC Plan Review	0	0	18	0	0	0	0	0	0	0	0	18	\$1,066.86
18	Prepare Conceptual Constr. Safety & Phasing Plan	0	6	0	6	4	0	0	0	0	0	4	20	\$696.22
19	Prepare Engineer's Design Report	0	6	0	20	0	0	0	0	0	0	4	30	\$1,086.56
20	Develop Pavement Designs	0	4	0	4	4	0	0	0	0	0	0	12	\$447.24
21	Create drawings to show activities in the Runway/TW A-1 area	0	4	0	4	4	0	0	0	0	0	0	12	\$447.24
22	Prepare and submit two FAA Form 7460's	0	4	4	0	0	0	0	0	0	0	4	12	\$505.00
23	Provide PCN for Runway 8/26, T/W A, and Connector Taxiways	0	12	12	12	0	0	0	0	0	0	2	38	\$1,739.60
C. Preliminary and Design Phase for the ARFF Vehicle Acq. Services														
1	Conduct mtg. to review needs, req., and accessories for the vehicle*	0	2	0	4	4	0	0	0	0	0	0	10	\$355.60
2	Prepare technical specifications per FAA guidelines	0	2	4	16	0	0	0	0	0	0	14	36	\$1,206.56

DATE:

7/8/2016

ENGINEER'S HOURLY ESTIMATE

TWIN FALLS- JOSLIN FIELD AIRPORT BIDDING AND CONSTRUCTION SERVICES - TAXIWAY A REHABILITATION AND ARFF PROCUREMENT

TASK NO	PROJECT TASK	Project Director	Project Manager	QC Manager	Senior Designer	Designer	Survey Manager	Survey Crew	Environmental Lead	Wildlife Biologist	Resident Project Represent.	Administration	TOTAL HRS	TASK DIRECT COSTS
E. Bidding Phase for the ARFF Vehicle Acquisition Services														
1	Revise and provide bidding documents and specs for bidding	0	4	0	0	4	0	0	0	0	0	0	8	\$301.84
2	Administer the public bid advertisement process	0	4	0	4	0	0	0	0	0	0	6	14	\$455.64
3	Provide Pre-Bid Conference coordination*	0	8	0	4	0	0	0	0	0	0	0	12	\$511.96
4	Prepare Bid Addendums	0	6	2	4	0	0	0	0	0	0	4	16	\$623.50
5	Respond to Contractor's Questions	0	6	0	8	0	0	0	0	0	0	0	14	\$565.72
6	Assist in Conducting Bid Opening*	0	4	0	0	0	0	0	0	0	0	2	6	\$225.60
7	Prepare Bid Tabulations	0	2	0	2	0	0	0	0	0	0	6	10	\$291.30
8	Assist with review and analysis of bids	0	6	0	2	0	0	0	0	0	0	0	8	\$347.62
F. Bidding Phase for the Taxiway A Rehabilitation Project														
1	Provide Bidding Document and Specifications	0	4	0	0	4	0	0	0	0	0	4	12	\$386.48
2	Administer Public Bid Advertisement	0	4	0	6	0	0	0	0	0	0	10	20	\$612.98
3	Pre-Bid Conference*	0	8	0	4	0	0	0	0	0	6	0	18	\$689.80
4	Prepare Bid Addendums	0	6	2	6	0	0	0	0	0	4	0	18	\$730.12
5	Respond to Contractor's Questions	0	8	0	8	0	0	0	0	0	4	0	20	\$775.92
6	Bid Opening*	0	4	0	0	0	0	0	0	0	0	2	6	\$225.60
7	Bid Tabulations	0	2	0	2	0	0	0	0	0	0	6	10	\$291.30
8	Bid Proposal Review/Letter of Recommendation	0	4	0	4	0	0	0	0	0	0	0	8	\$328.68
G. Construction Phase for the Taxiway A Rehabilitation Project														
1	Prepare/Review Constr. Agreement/Notice of Award	0	6	0	4	0	0	0	0	0	0	4	14	\$504.96
2	Coordinate Bidding and Award Process	0	4	0	0	0	0	0	0	0	0	0	4	\$183.28
3	Pre-Construction Conference*	0	6	0	0	4	0	0	0	0	8	2	20	\$672.92
4	Review Contractors Schedule	0	6	0	0	0	0	0	0	0	6	0	12	\$452.76
5	Review Contractors Submittals/Shop Drawings	0	8	0	4	0	0	0	0	0	14	0	26	\$926.92
6	Construction Management Plan	0	4	2	0	0	0	0	0	0	12	4	22	\$742.14
7	Weekly Construction Meetings	0	0	0	0	0	0	0	0	0	22	0	22	\$652.08
8	Provide Res. Constr. Engineer -55 WD's/Proj. Manager and Inspector*	0	88	0	200	0	0	0	0	0	1100	0	1388	\$43,906.16
9	Provide Office Administration Construction Support	0	64	14	60	0	0	0	0	0	0	30	168	\$6,578.06
10	Review Contractors Requests for Payment	0	8	0	0	0	0	0	0	0	16	6	30	\$967.76
11	Monitor/Coordinate Contractor Quality Assurance/Control	0	12	0	0	0	0	0	0	0	22	0	34	\$1,201.92
12	Review Contractor Wage and EEO Documentation	0	6	0	0	0	0	0	0	0	40	4	50	\$1,545.16
13	Coordinate with Owner/FAA during Construction	0	10	0	0	0	0	0	0	0	6	0	16	\$636.04
14	Perform Construction Survey and Quality Acceptance survey	0	0	0	0	0	224	0	0	0	8	0	232	\$9,571.20
15	Prepare Change Order/Supplemental Agreements	0	8	0	0	0	0	0	0	0	10	0	18	\$662.96
16	Conduct Final and Substantial Completion Inspection*	0	8	0	0	0	0	0	0	0	8	0	16	\$603.68
17	Conduct part-time punch list observation	0	0	0	0	0	0	0	0	0	8	0	8	\$237.12
18	Prepare As-Constructed Drawings	0	6	0	0	12	0	0	0	0	14	0	32	\$1,045.56
19	Update Airport Diagrams	0	8	0	8	6	0	0	0	0	0	0	22	\$835.20
H. Construction Phase for the ARFF Vehicle Acquisition Services														
1	Review Contractor Equipment Submittals	0	4	0	8	0	0	0	0	0	0	0	12	\$474.08
2	Prepare Pay Request	0	2	0	0	0	0	0	0	0	8	0	10	\$328.76
3	Conduct Final Completion Inspection*	0	6	6	0	0	0	0	0	0	0	0	12	\$630.54
4	Prepare Final Project Report and Close Out Report	0	2	0	2	0	0	0	0	0	0	6	10	\$291.30
5	Provide Assistance to the Airport Manager*	0	4	0	8	0	0	0	0	0	0	14	26	\$770.32
6	Assist and Coordinate with independent Auditors	0	6	0	0	0	0	0	0	0	0	4	10	\$359.56

Rehabilitate Taxiway “A” From Runway 30 to Runway 26

This project involves the rehabilitation of 4,500 feet by 75 feet of Taxiway “A” from the edge of Runway 30 to Runway 26. Taxiway “A” is a parallel taxiway for the primary Runway 8/26, since winds typically favor runway 26, the taxiway is high use. Taxiway “A” is one the last remaining pavement sections at the Airport with a low Pavement Condition Index (PCI) value. The section is showing signs of weathering, oxidation and block cracking. While block cracking is a sign of aging asphalt, it is not typically related to a poor or failing subgrade. However, the cracking is undoubtedly allowing water to enter the subgrade.

This will intensify the “freeze-thaw” action during the colder months, which in turn, will lead to FOD and a quicker deterioration and eventual failure of the subgrade.

Since visual observations suggest that full depth reconstruction is not needed at this time, there appear to be two viable design options for this section of pavement. If geotechnical testing reveals that the existing pavement section is frost resistant and meets FAA standards for aggregate gradations, the designer could use a mill and overlay method or could remove the asphalt, redress the surface of the existing aggregate, and place new asphalt.

The mill and overlay method is a particularly effective solution if the existing asphalt section is relatively thick. Since sections of the existing taxiway are 13 inches thick, this method might be the most suitable alternative for those areas. However, with this lesser-expensive method, the existing cracks will eventually reflect into the new asphalt surface. This will require more maintenance and will result in a shorter overall life of the pavement. A second option involves the removal of the existing asphalt. The base aggregate is then scarified, re-compacted and finally, a new asphalt surface is placed. While this option is more expensive, it creates a new asphalt surface with lower maintenance costs and a longer life. This method may be more suited for asphalt pavement sections that are believed to be less than six inches thick.

Reconfigure Taxiway “A” and Taxiway “A-1” intersection

A reconfiguration of Taxiway “A-1” to satisfy FAA requirements was identified during the Master Plan review in 2012. Taxiway “A-1” needs to be lengthened so the design aircraft can stop short of the Taxiway “A-1” hold line and yet be positioned perpendicular to Runway 26. In order to satisfy this requirement, the alignment of Taxiway “A” will need to be adjusted to the north. The adjustment will require new pavement to be constructed in the area. In this section, frost protection will be the critical factor in designing the pavement.

With the design aircraft being a 727-200, subbase stabilization will be required and frost protection will be based on meeting 100 percent frost protection. The local frost depth for the geographic area around the airport is 35 inches. Therefore, the total minimum depth of the pavement section (including the aggregate) must be 35 inches.

Construct Connecting Taxiway

The existing parallel taxiway grades will need to be analyzed at the location where a future short connecting taxiway is to be constructed near the existing BLM facility between Taxiways “L” and “A”. This taxiway would provide important congestion relief in the area where Spur Aviation, Rob Green, Precision Aviation, Ron Miller’s Avionics Shop, and Reeder’s have continued to experience movement delays. As the north east area continues to develop, congestion will continue to increase. Users have complained

about delays and one way access. For example if Spur Aviation and BLM are operating aircraft are force to exist pass the terminal building and back taxi taxiway A to runway 26. In order for the future taxilane to meet FAA longitudinal grade limitations, the parallel taxiway may need to be adjusted at the intersection with Taxiway "A".

Costs:	Taxiway "A" Rehab construction	\$2,700,000
	Construction Connecting Taxiway	\$70,000
	Design – Bidding	\$263,000
	Construction Engineering	\$335,000

Schedule:	Environmental	Dec. 15, 2016
	Design submittal 90% to FAA	February 2017
	Bid opening	April 2017
	Construction	August 2017

Acquire Aircraft Rescue and Fire Fighting (ARFF) Vehicle

The existing ARFF vehicle is approaching 20 years old and at the end of its useful life. The existing ARFF vehicle is an Oshkosh T 1500 with a 1,500 gallon tank index B. The Airport would like to replace the existing unit with a similar, but newer vehicle as it has worked well for the Airport staff in the past. Since the unit will be similar to the existing vehicle, there will be no problem fitting it inside the existing ARFF building. Below are the estimated costs and schedule.

Costs:	Vehicle Specifications & Bid Package	\$24,000
	ARFF Class B Vehicle, Training & Equipment	\$765,000

Schedule:	Design	March 2016
	Bid	April 2017
	Acquire	April 2018

Independent Fee Estimate Comparison

	Labor	Subs/Expense	J-U-B Total	CH2M Total
A. Project Formulation for Taxiway A Rehab. and ARFF Procurement	\$8,684.56	\$0.00	\$28,262.90	\$22,543.12
B. Preliminary Design for the Taxiway A Rehabilitation	\$45,681.11	\$0.00	\$148,663.92	\$122,773.30
C. Preliminary and Design Phase for the ARFF Vehicle Acq. Services	\$4,140.24	\$0.00	\$13,473.93	\$10,768.76
D. Final Design Phase for the Taxiway A Rehabilitation Project	\$6,001.16	\$0.00	\$19,530.09	\$31,905.99
Design SUB-CONSULTANTS:	\$0.00	\$51,040.00	\$51,040.00	\$86,250.00
Design Expenses	\$0.00	\$2,455.20	\$2,455.20	\$2,576.00
E. Bidding Phase for the ARFF Vehicle Acquisition Services	\$3,323.18	\$0.00	\$10,814.91	\$12,373.17
F. Bidding Phase for the Taxiway A Rehabilitation Project	\$4,040.88	\$0.00	\$13,150.58	\$15,084.07
G. Construction Phase for the Taxiway A Rehabilitation Project	\$71,925.88	\$0.00	\$234,074.50	\$243,354.77
H. Construction Phase for the ARFF Vehicle Acquisition Services	\$2,854.56	\$0.00	\$9,289.84	\$7,657.57
I. Project Close Out Phase for the Airport Taxiway A Rehab. Project	\$13,826.18	\$0.00	\$44,995.71	\$35,022.06
Construction SUB-CONSULTANTS:	\$0.00	\$27,500.00	\$27,500.00	\$17,250.00
Construction Expenses	\$0.00	\$18,285.98	\$18,285.98	\$24,240.00
Total Cost			\$621,537.56	\$631,798.81

	J-U-B Engineers		CH2M		(%) change	
	Cost	Hours	Costs	Hours	Cost	Hours
Design Phases (Task A-D)	\$263,426.00	1609	\$276,817.00	1471	-5.1%	8.6%
Construction Phases (Task E-I)	\$358,111.00	2749	\$354,981.00	2549	0.9%	7.3%
Total	\$621,537.00		\$631,798.00		-1.7%	



October 3rd, 2016 City Council Meeting

To: Honorable Mayor and City Council

From: Bill Carberry, Airport Manager

Request: Consideration of the northeast taxi lane preliminary design contract with JUB Engineers, in the amount of \$89,829.16.

Time Estimate: 5 minutes with additional time for questions.

Approval Process: A majority vote of the Council

Background:

The airport's 2012 Master Plan identified the need for the airport to plan for, and accommodate, anticipated growth in the northeast area of the airport. The airport has subsequently seen significant growth in the northeast area highlighted by the addition of a Fed Ex air shipping facility. The airport now faces a need to undertake a planning and predesign project to help develop a preferred alternative for a future taxi lane to help with runway/taxiway access to the area. The new taxi lane will not only provide for accommodation to service future access of potentially larger aircraft to the Fed EX facility, but would also help develop new access for future aeronautical development in the area.

The airport has worked with the FAA and our airport engineer to scope a project that will allow for this important planning and initial design project. The project will feature a series of public meetings to allow for discussion and input from interested tenants at the airport and the public regarding the future taxi lane design. The Airport Board will look at a few alternatives based on public input and then decide on a preferred alternative to move forward with.

Budget Impact: The Airport has the project budgeted in the 2017 fiscal year which will be reimbursed through a grant offer from the FAA in fiscal year 2018. The airport has worked this into the 2017 airport budget as a forward funding mechanism due to the projects importance in helping with airport development opportunities.

Regulatory Impact: The project will allow the airport to plan for a future taxi lane that is constructible and fundable within FAA standards.

Conclusion: Staff recommends the Council approve the agreement for the Northeast Preliminary Design with JUB engineers for the amount of \$89,829.16, contingent upon FAA concurrence and funding.

Attachment: JUB Contract for the Northeast Taxi Lane Preliminary Design

FAA AGREEMENT FOR PROFESSIONAL SERVICES
Northeast Taxilane Preliminary Design Layout, A.I.P. 3-16-0036-0XX
Twin Falls Magic Valley Regional Airport, Idaho

THIS AGREEMENT is made as of the _____ day of October, 2016 by and between, Joslin Field Magic Valley Regional Airport 492 Airport Loop P.O. Box 1907 Twin Falls Idaho 83303 hereinafter referred to as the CLIENT, and J-U-B ENGINEERS, Inc., 115 Northstar Avenue, Twin Falls, Idaho, 83301, hereinafter referred to as J-U-B.

WHEREAS, the CLIENT intends to make certain improvements and/or modifications to the Joslin Field Magic Valley Regional Airport consisting of the following:

Begin Preliminary Design that will be reimbursable through a future AIP Grant in FY 2018. FAA AIP 3-16-0036-XXX includes the Project Formulation and Preliminary Design for the Taxi lane in the North East development area of the Airport Hereinafter referred to as the PROJECT:

WITNESSETH

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

ARTICLE 1
J-U-B'S SERVICES

1.01 BASIC SERVICES

J-U-B agrees to perform or furnish professional engineering and planning services in relation to the PROJECT, including normal civil engineering services related thereto, as set forth in Attachment 1 – Scope of Services consistent with the applicable Standard of Care. Standard of Care is defined as the care and skill ordinarily used by members of the subject profession practicing under like circumstances at the same time and in the same locality.

1.02 SCHEDULE OF SERVICES TO BE PERFORMED

J-U-B will perform said Services as follows:

Preliminary Design Phase will start October 2016 with a May 2017 completion, this contract does not include construction.

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

This Agreement shall be in effect from October 4, 2016 to May 1, 2017. In the event the services described will not be completed during the term of this Agreement the Agreement shall be amended.

1.03 ADDITIONAL SERVICES

When authorized in writing by the CLIENT, J-U-B agrees to furnish, or obtain from others, additional professional services in connection with the PROJECT, as set forth below and as otherwise contained within this Agreement:

- A. Provide other services not otherwise provided for in this Agreement, including services normally furnished by the CLIENT as described in Article 2, CLIENT'S RESPONSIBILITIES.
- B. Provide services as an expert witness for the CLIENT in connection with litigation or other proceedings involving the PROJECT.
- C. Assist or extend services as a result of strikes, walkouts, or other labor disputes, including acts relating to settlement of minority group problems.

- D. Mitigation work identified in the environmental review.

ARTICLE 2 CLIENT'S RESPONSIBILITIES

2.01 CLIENT'S RESPONSIBILITIES

The CLIENT shall Furnish the following services at the CLIENT'S expense and in such a manner that J-U-B may rely upon them in the performance of its services under this AGREEMENT:

- A. Designate, in writing, a person authorized to act as the CLIENT'S contact. The CLIENT or his designated contact shall receive and examine documents submitted by J-U-B to determine acceptability of said documents, interpret and define the CLIENT'S policies, and render decisions and authorizations in writing promptly to prevent unreasonable delay in the progress of J-U-B's services.
- B. Make available to J-U-B all technical data that is in the CLIENT'S possession, including maps, surveys, property descriptions, borings, and other information required by J-U-B and relating to his work.
- C. Hold promptly all required special meetings, serve all required public and private notices, receive and act upon all protests and fulfill all requirements necessary in the development of the PROJECT and pay all costs incidental thereto.
- D. Provide legal, accounting and insurance counseling services necessary for the PROJECT: Legal review of the construction Contract Documents; and such writing services as the CLIENT may require to account for the expenditure of construction funds.
- E. Furnish permits and approvals from all governmental authorities having jurisdiction over the PROJECT and from others as may be necessary for completion of the PROJECT.
- F. The CLIENT agrees to cooperate with J-U-B in the approval of all plans, reports and studies, and shall make a timely decision in order that no undue expense will be caused J-U-B because of lack of decisions. If J-U-B is caused extra drafting or other expense due to changes ordered by the CLIENT after the completion and approval of the plans, reports, and studies, J-U-B shall be equitably paid for such extra expenses and services involved.
- G. Guarantee full and free access for J-U-B to enter upon all property required for the performance of J-U-B's services under this AGREEMENT.
- H. Give prompt written notice to J-U-B whenever the CLIENT observes or otherwise becomes aware of any defect in the PROJECT or other event that may substantially affect J-U-B's performance of services under this AGREEMENT.
- I. Promptly prepare and submit reimbursement requests to funding agencies.
- J. Compensate J-U-B for services promptly rendered under this AGREEMENT.

ARTICLE 3 J-U-B'S COMPENSATION

3.01 BASIC SERVICES COMPENSATION

J-U-B shall provide services in connection with the terms and conditions of this Agreement, and the CLIENT shall compensate J-U-B therefore as follows:

- A. Project Formulation and Preliminary Design Phase. The CLIENT shall compensate J-U-B for Section(s) A&B in Attachment 1 on the basis of a lump sum amount of Eighty-Four Thousand Seven

Hundred Thirty-Four dollars and Sixteen cents \$84,734.16. See Attachment 2 for a detailed cost breakdown.

- B. Total Project Fees. Total fees as outlined above and including reimbursable expenses are Eighty-Nine Thousand Eight Hundred Twenty-Nine dollars and Sixteen cents \$89,829.16. See Attachment 2 for a detailed cost breakdown.

Partial payment shall be made for the services performed as the work under this AGREEMENT progresses. Such payment is to be made monthly based on the itemized statements, invoices, or other evidences of performance furnished to and approved by the CLIENT. All claims for payment will be submitted in a form compatible with current practices and acceptable to the CLIENT. Partial payments will include payroll costs, payroll burden and general and administrative overhead, and out-of-pocket expense, plus that portion of the fixed fee which its percentage of completion bears to the total cost of the fully completed work under this AGREEMENT. The CLIENT shall make full payment of the value of such documented monthly service as verified on the monthly statement.

3.02 ADDITIONAL SERVICES

In addition to any and all compensation hereinabove, the CLIENT shall compensate J-U-B for Additional Services, Section 1.03, under a supplemental agreement. These additional services are to be performed or furnished by J-U-B only upon written authorization by the CLIENT.

3.03 COMPENSATION ADJUSTMENT

The Agreement shall be in effect from October 4, 2016 to May 1, 2017. CLIENT agrees to provide J-U-B a notice to proceed with Services within 120 days of the effective date of this Agreement. If the notice to proceed with Services is delayed beyond 120 days from the effective date of this Agreement, or service described will not be completed during the term of this Agreement through no fault of J-U-B, the Agreement shall be amended through mutual negotiation to address both schedule and pricing impacts of the delay. CLIENT understands that any pricing increase may not be grant fundable by FAA.

3.04 ADDITIONAL CONDITIONS OF COMPENSATION

The CLIENT and J-U-B further agree that:

- A. Progress payments shall be made in proportion to services rendered as indicated within this Agreement and shall be due and owing within thirty (30) days of J-U-B's submittal of a monthly statement. Any monies not paid after 30 days when due under this AGREEMENT shall bear a finance charge at the rate of one percent (1%) per month on the balance, until paid.
- B. If the CLIENT fails to make monthly payments due J-U-B, J-U-B may, after giving ten (10) days written notice to the CLIENT, suspend services under this Agreement.
- C. If the PROJECT is delayed, or if J-U-B's service for the PROJECT is delayed or suspended for more than three (3) months for reasons beyond J-U-B's control, J-U-B may, after giving seven (7) days written notice to the CLIENT, terminate this Agreement and the CLIENT shall compensate J-U-B in accordance with the termination provisions contained hereafter in this Agreement.

ARTICLE 4 GENERAL PROVISIONS

4.01 OWNERSHIP OF DOCUMENTS

Upon the request of the CLIENT, J-U-B shall furnish the CLIENT copies of all maps, plots, drawings, estimate sheets, and other contract documents required for the PROJECT provided J-U-B has been paid in full for the work. Upon the request of the CLIENT and the completion of the work specified herein, all material documents acquired or produced by J-U-B in conjunction with the preparation of the plans shall be delivered to and become the property of the CLIENT providing no future use of said documents or portions thereof shall be made by the CLIENT with J-U-B's name or that of J-U-B ENGINEERS, Inc., attached

thereto. Final submittal of J-U-B's work product shall be in hard-copy format and no electronic design files will be submitted as part of the PROJECT, unless expressly requested.

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

J-U-B shall retain an ownership interest in PROJECT documents that allows their reuse of non-proprietary information on subsequent projects at J-U-B's sole risk.

4.02 DELEGATION OF DUTIES

Neither the CLIENT nor J-U-B shall delegate, assign, sublet or transfer his duties under this Agreement without the written consent of the other.

4.03 TERMINATION

A. TERMINATION FOR CONVENIENCE

The CLIENT may, by written notice to the J-U-B, terminate this Agreement for its convenience and without cause or default on the part of J-U-B. Upon receipt of the notice of termination, except as explicitly directed by the CLIENT, the Contractor must immediately discontinue all services affected.

Upon termination of the Agreement, J-U-B must deliver to the CLIENT all data, surveys, models, drawings, specifications, reports, maps, photographs, estimates, summaries, and other documents and materials prepared by the Engineer under this contract, whether complete or partially complete.

CLIENT agrees to make just and equitable compensation to J-U-B for satisfactory work completed up through the date J-U-B receives the termination notice. Compensation will not include anticipated profit on non-performed services.

CLIENT further agrees to hold J-U-B harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

B. TERMINATION FOR DEFAULT

Either party may terminate this Agreement for cause if the other party fails to fulfill its obligations that are essential to the completion of the work per the terms and conditions of the Agreement. The party initiating the termination action must allow the breaching party an opportunity to dispute or cure the breach.

The terminating party must provide the breaching party 7 days advance written notice of its intent to terminate the Agreement. The notice must specify the nature and extent of the breach, the conditions necessary to cure the breach, and the effective date of the termination action. The rights and remedies in this clause are in addition to any other rights and remedies provided by law or under this agreement.

- 1) **Termination by CLIENT:** The CLIENT may terminate this Agreement in whole or in part, for the failure of J-U-B to:
 - a. Perform the services within the time specified in this contract or by CLIENT approved extension;
 - b. Make adequate progress so as to endanger satisfactory performance of the Project;
 - c. Fulfill the obligations of the Agreement that are essential to the completion of the Project.

Upon receipt of the notice of termination J-U-B must immediately discontinue all services affected unless the notice directs otherwise. Upon termination of the Agreement, J-U-B must deliver to the CLIENT all data, surveys, models, drawings, specifications, reports, maps, photographs, estimates, summaries, and other documents and materials prepared by the Engineer under this contract, whether complete or partially complete.

CLIENT agrees to make just and equitable compensation to J-U-B for satisfactory work completed up through the date J-U-B receives the termination notice. Compensation will not include anticipated profit on non-performed services.

CLIENT further agrees to hold J-U-B harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

If, after finalization of the termination action, the CLIENT determines J-U-B was not in default of the Agreement, the rights and obligations of the parties shall be the same as if the CLIENT issued the termination for the convenience of the CLIENT.

2) Termination by J-U-B: J-U-B may terminate this Agreement in whole or in part, if the CLIENT:

- a. Defaults on its obligations under this Agreement;
- b. Fails to make payment to J-U-B in accordance with the terms of this Agreement;
- c. Suspends the Project for more than 180 days due to reasons beyond the control of J-U-B.

Upon receipt of a notice of termination from J-U-B, CLIENT agrees to cooperate with J-U-B for the purpose of terminating the agreement or portion thereof, by mutual consent. If CLIENT and J-U-B cannot reach mutual agreement on the termination settlement, J-U-B may, without prejudice to any rights and remedies it may have, proceed with terminating all or parts of this Agreement based upon the CLIENT'S breach of the contract.

In the event of termination due to CLIENT breach, the Engineer is entitled to invoice CLIENT and to receive full payment for all services performed or furnished in accordance with this Agreement and all justified reimbursable expenses incurred by J-U-B through the effective date of termination action. CLIENT agrees to hold J-U-B harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

4.04 GENERAL

- A. Should litigation occur between the two parties relating to the provisions of this Agreement, court costs and reasonable attorney fees incurred shall be borne by their own party.
- B. Neither party shall hold the other responsible for damage or delay in performance caused by acts of God, strikes, lockouts, accidents, or other events beyond the control of the other or the other's employees and agents.
- C. In the event any provisions of this AGREEMENT shall be held to be invalid and unenforceable, the remaining provisions shall be valid and binding upon the parties. One (1) or more waivers by either party or any provision, term, condition, or covenant shall not be construed by the other party as a waiver of subsequent breach of the same by the other party.
- D. J-U-B shall render its services under this AGREEMENT in accordance with generally accepted professional practices and Standard of Care. J-U-B makes no other warranty for the work provided under this AGREEMENT.
- E. Any opinion of the estimated construction cost prepared by J-U-B represents its judgment as a design professional and is supplied for the general guidance of the CLIENT. Since J-U-B has no control over the cost of labor and material, or over competitive bidding or market conditions,

J-U-B does not guarantee the accuracy of such opinions as compared to Contractor bids or actual costs to the CLIENT.

- F. In soils investigation work and determining subsurface conditions for the PROJECT, the characteristics may vary greatly between successive test points and sample intervals. J-U-B will coordinate this work in accordance with generally accepted engineering practices and makes no other warranties, expressed or implied, as to the professional advice furnished by others under the terms of this AGREEMENT.
- G. Any notice or other communications required or permitted by this contract or by law to be served on, given to, or delivered to either party hereto by the other party shall be in writing and shall be deemed duly served, given, or delivered when personally delivered to the party to whom it is addressed or, in lieu of such personal service, when deposited in the United States mail, certified mail, return receipt requested, addressed to the CLIENT at 492 Airport Loop P.O. Box 1907 Twin Falls Idaho 83303] and to J-U-B at 115 Northstar Avenue, Twin Falls, Idaho, 83301. Either party, the CLIENT or J-U-B, may change his address for the purpose of this paragraph by giving written notice of such change to the other party in the manner provided in this paragraph.

4.05 MEDIATION BEFORE LITIGATION

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

This Contract shall be governed by and interpreted under the laws of the State of Idaho. The parties agree that in the event it becomes necessary to enforce any of the terms and conditions of this Contract that the form, venue and jurisdiction in that particular action shall be in Twin Falls County, Idaho.

4.06 EXTENT OF AGREEMENT

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

**ARTICLE 5
SPECIAL PROVISIONS**

5.01 INSURANCE AND INDEMNITY

- A. J-U-B's Insurance. J-U-B agrees to procure and maintain, at its expense, Commercial General Liability insurance of \$1,000,000 combined single limit for personal injury and property damages, and Professional Liability Insurance of \$1,000,000 per claim for protection against claims arising out of the performance of services under this Contract caused by negligent acts, errors, or omissions for which J-U-B is legally liable, subject to and limited by the provisions in Subsection 5.01D, "Allocation of Risks", if any. J-U-B shall deliver to the CLIENT, prior to execution of the AGREEMENT by the CLIENT and prior to commencing work, Certificates of Insurance, identified on their face as the Agreement Number to which applicable, as evidence that policies providing such coverage and limits of insurance are in full force and effect. J-U-B shall acquire and maintain statutory workmen's compensation coverage. Thirty (30) days advance notice will be given in writing to the CLIENT prior to the cancellation, termination, or alteration of said policies of Insurance.
- B. Indemnification by J-U-B. To the fullest extent permitted by law, J-U-B shall indemnify and hold harmless CLIENT, and CLIENT's officers, directors, partners, agents, consultants, and employees from and against any and all claims, costs, losses, and damages (including but not limited to all fees and charges of CLIENT, architects, attorneys, and other professionals, and all court, arbitration, or other dispute resolution costs) arising out of or relating to the PROJECT, provided that any such claim cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting there from, but only to the extent caused by any negligent act, error, or omission of J-U-B or J-U-B's officers, directors, partners, employees, or Consultants. The indemnification provision of the preceding sentence is subject to and limited by the provisions agreed to by CLIENT and J-U-B in Subsection 5.01D, "Allocation of Risks," if any.
- C. Indemnification by CLIENT. To the fullest extent permitted by law, CLIENT shall indemnify and hold harmless J-U-B, J-U-B's officers, directors, partners, agents, employees, and Consultants from and against any and all claims costs, losses, and damages (including but not limited to all fees and charges of J-U-B, architects, attorneys, and other professionals, and all court, arbitration, or other dispute resolution costs) arising out of or relating to the PROJECT, provided that any such claim cost, loss, or damage is attributable to bodily injury, sickness, disease, or death or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting there from, but only to the extent caused by any negligent act, error, or omission of CLIENT or CLIENT's officers, directors, or employees, retained by or under contract to the CLIENT with respect to this AGREEMENT or to the PROJECT.
- D. Allocation of Risks. The CLIENT and J-U-B have discussed the risks, rewards and benefits of the project and the design professional's total fee for services. The risks have been allocated such that the CLIENT agrees that, to the fullest extent permitted by law, J-U-B's total liability to the CLIENT for any and all injuries, claims, losses, expenses, damages or claims expenses arising out of this agreement from any cause or causes, shall not exceed the total amount of One Million Dollars (\$1,000,000). Such causes include, but are not limited to J-U-B's negligence, errors, omission and strict liability. Neither CLIENT nor J-U-B shall be responsible for incidental, indirect or consequential damages.
- E. J-U-B reserves the right to obtain the services of other consulting engineers and consultants experienced in airport work to prepare and execute a portion of the work that relates to the PROJECT.
- F. Nothing contained in this agreement shall create a contractual relationship with or a cause of action in favor of a third party against J-U-B.

5.02 CERTIFICATION OF J-U-B AND CLIENT

- A. The CLIENT and J-U-B hereby certify that J-U-B has not been required, directly or indirectly, as an expressed or implied condition in connection with obtaining or carrying out this contract, to:
 - 1. employ or retain, or agree to employ or retain, any firm or persons; or
 - 2. pay, or agree to pay, to any firm, person or organization, any fee, contribution, donation or consideration of any kind.
- B. A signed "Certificate for Contracts, Grants, Loans, and Cooperative Agreements" is included with this agreement.

5.03 SUCCESSORS AND ASSIGNMENTS

- A. The CLIENT and J-U-B each binds himself, his partners, successors, executors, administrators and assigns to the other parties to this Agreement, and to the successors, executors, administrators and assigns of such other party in respect to all covenants of this Agreement.
- B. It is understood by the CLIENT and J-U-B that the FAA is not a party to this Agreement and will not be responsible for engineering costs except as should be agreed upon by the CLIENT and the FAA under a Grant Agreement for the PROJECT.
- C. This Agreement may not be assigned except upon written consent of the CLIENT.

ARTICLE 6 FEDERAL ASSURANCES

6.01 CIVIL RIGHTS GENERAL

J-U-B agrees that it will comply with pertinent statutes, Executive Orders, and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability, be excluded from participating in any activity conducted with or benefiting from Federal assistance.

This provision binds J-U-B and sub-tier consultants from the solicitation period through the completion of the contract. This provision is in addition to that required of Title VI of the Civil Rights Act of 1964.

6.02 CIVIL RIGHTS TITLE VI - NONDISCRIMINATION REQUIREMENTS

During the performance of this contract, J-U-B, for itself, subconsultants, its assignees and successors in interest, agrees as follows:

- A. Compliance with Regulations. J-U-B will comply with the Title VI list of Pertinent Nondiscrimination Statutes and Authorities as they may be amended from time to time (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
- B. Non-discrimination. J-U-B, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subconsultants, including procurements of materials and leases of equipment. J-U-B will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.
- C. Solicitations for Subcontracts, Including Procurements of Materials and Equipment. In all solicitations either by competitive bidding or negotiation made by J-U-B for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subconsultant or supplier will be notified by J-U-B of J-U-B's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.

- D. Information and Reports. J-U-B will provide all information and reports required by the Acts, Regulations and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the CLIENT or the FAA to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of J-U-B is in the exclusive possession of another who fails or refuses to furnish this information, J-U-B will so certify to the CLIENT or the FAA, as appropriate, and will set forth what efforts it has made to obtain the information.
- E. Sanctions for Noncompliance. In the event of J-U-B's noncompliance with the Non-discrimination provisions of this contract, the CLIENT will impose such contract sanctions as it, or the FAA, may determine to be appropriate, including, but not limited to:
1. withholding of payments to J-U-B under the contract until J-U-B complies, and/or
 2. cancellation, termination, or suspension of the contract, in whole or in part.
- F. Incorporation of Provisions. J-U-B will include the provisions of paragraphs A through E in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, Regulations and directives issued pursuant thereto. J-U-B will take such action with respect to any subcontract or procurement as the CLIENT or the FAA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if J-U-B becomes involved in, or is threatened with, litigation with a subconsultant or supplier as a result of such direction, J-U-B may request the CLIENT to enter into such litigation to protect the interests of the CLIENT. In addition, J-U-B may request the United States to enter into such litigation to protect the interests of the United States.

6.03 TITLE VI LIST OF PERTINENT NONDISCRIMINATION ACTS AND AUTHORITIES

During the performance of this contract, J-U-B, for itself, its assignees, and successors in interest agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination In Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;

- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

6.04 DISADVANTAGED BUSINESS ENTERPRISE (49 CFR Part 26)

- A. The requirements of 49 CFR part 26 apply to this contract. It is the policy of the City of Twin Falls and Twin Falls County to practice nondiscrimination based on race, color, sex or national origin in the award or performance of this contract. The CLIENT encourages participation by all firms qualifying under this solicitation regardless of business size or ownership.
- B. Contract Assurance (§26.13). J-U-B shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. J-U-B shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT assisted contracts. Failure by J-U-B to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as the recipient deems appropriate.
- C. Prompt Payment (§26.29). J-U-B agrees to pay each consultant under this agreement for satisfactory performance of its contract no later than 30 days from the receipt of each payment J-U-B receives from the CLIENT. J-U-B agrees further to return retainage payments to each subconsultant within 30 days after the subconsultant's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the CLIENT. This clause applies to both DBE and non-DBE subconsultants.

6.05 LOBBYING AND INFLUENCING FEDERAL EMPLOYEES (49 CFR Part 20, Appendix A)

- A. No Federal appropriated funds shall be paid, by or on behalf of J-U-B, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement and the extension, continuation, renewal, amendment or modification of any Federal grant, contract, loan, or cooperative agreement.
- B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any Federal contract, loan, grant, or cooperative agreement, J-U-B shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- C. J-U-B shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

6.06 EQUAL OPPORTUNITY CLAUSE

During the performance of this contract, J-U-B agrees as follows:

- (1) J-U-B will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. J-U-B will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identify or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. J-U-B agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- (2) J-U-B will, in all solicitations or advertisements for employees placed by or on behalf of the J-U-B, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.
- (3) J-U-B will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the J-U-B's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (4) J-U-B will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (5) J-U-B will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (6) In the event of the J-U-B's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and J-U-B may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (7) J-U-B will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. J-U-B will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event J-U-B becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the J-U-B may request the United States to enter into such litigation to protect the interests of the United States.

6.07 ACCESS TO RECORDS AND REPORTS

J-U-B must maintain an acceptable cost accounting system. J-U-B agrees to provide the CLIENT, the FAA, and the Comptroller General of the United States or any of their duly authorized representatives access to any books, documents, papers, and records of J-U-B which are directly pertinent to the specific contract for the purpose of making audit, examination, excerpts and transcriptions. J-U-B agrees to maintain all books, records and reports required under this contract for a period of not less than three years after final payment is made and all pending matters are closed.

6.08 TRADE RESTRICTION CERTIFICATION (49 CFR Part 30)

By submission of an offer, J-U-B certifies that with respect to this solicitation and any resultant contract, the Offeror -

- A. is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms as published by the Office of the United States Trade Representative (U.S.T.R.);
- B. has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country included on the list of countries that discriminate against U.S. firms as published by the U.S.T.R; and
- C. has not entered into any subcontract for any product to be used on the Federal on the project that is produced in a foreign country included on the list of countries that discriminate against U.S. firms published by the U.S.T.R.

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

J-U-B shall provide immediate written notice to the CLIENT if the J-U-B learns that its certification or that of a subconsultant was erroneous when submitted or has become erroneous by reason of changed circumstances. J-U-B shall require subconsultants provide immediate written notice to J-U-B if at any time it learns that its certification was erroneous by reason of changed circumstances.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR 30.17, no contract shall be awarded to a subconsultant:

- 1) who is owned or controlled by one or more citizens or nationals of a foreign country included on the list of countries that discriminate against U.S. firms published by the U.S.T.R. or
- 2) whose subcontractors are owned or controlled by one or more citizens or nationals of a foreign country on such U.S.T.R. list or
- 3) who incorporates in the public works project any product of a foreign country on such U.S.T.R. list;

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

J-U-B agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in all lower tier subcontracts. J-U-B may rely on the certification of a prospective subconsultant that it is not a firm from a foreign country included on the list of countries that discriminate against U.S. firms as published by U.S.T.R, unless the J-U-B has knowledge that the certification is erroneous.

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

6.09 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY, AND VOLUNTARY EXCLUSION

J-U-B certifies, by submission of this proposal or acceptance of this contract, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

It further agrees by submitting this proposal that it will include this clause without modification in all lower tier transactions, solicitations, proposals, contracts, and subcontracts. For each lower tier subcontract that exceeds \$25,000 as a "covered transaction", J-U-B shall verify each lower tier participant of a "covered

transaction" under the project is not presently debarred or otherwise disqualified from participation in this federally assisted project. J-U-B will accomplish this by:

- 1) Checking the System for Award Management at website: <http://www.sam.gov>
- 2) Collecting a certification statement similar to the Certificate Regarding Debarment and Suspension (Bidder or Offeror), above.
- 3) Inserting a clause or condition in the covered transaction with the lower tier contract

If the FAA later determines that a lower tier participant failed to disclose to a higher tier participant that it was excluded or disqualified at the time it entered the covered transaction, the FAA may pursue any available remedies, including suspension and debarment of the non-compliant participant.

6.10 OCCUPATIONAL HEALTH ACT OF 1970

All contracts and subcontracts that result from this solicitation incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. J-U-B shall provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. J-U-B retains full responsibility to monitor its compliance and their subconsultant's compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (20 CFR Part 1910). J-U-B will address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

6.11 FEDERAL FAIR LABOR STANDARDS ACT

All contracts and subcontracts that result from this solicitation incorporate by reference the provisions of 29 CFR part 201, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part time workers.

J-U-B has full responsibility to monitor compliance to the referenced statute or regulation. J-U-B will address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division.

6.12 VETERAN'S PREFERENCE

In the employment of labor (excluding executive, administrative, and supervisory positions), J-U-B and all sub-tier consultants must give preference to covered veterans as defined within Title 49 United States Code Section 47112. Covered veterans include Vietnam-era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns (as defined by 15 U.S.C. 632) owned and controlled by disabled veterans. This preference only applies when there are covered veterans readily available and qualified to perform the work to which the employment relates.

6.13 TEXTING WHILE DRIVING.

In accordance with Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving" and DOT Order 3902.10 "Text Messaging While Driving" FAA encourages recipients of Federal grant funds to adopt and enforce safety policies that decrease crashes by distracted drivers, including policies to ban text messaging while driving when performing work related to a grant or sub-grant.

J-U-B has in place a policy within the J-U-B Accident Prevention plan that prohibits all employees from texting and driving. J-U-B shall include these policies in each third party subcontract involved on this project.

6.14 HUMAN TRAFFICKING

- A. J-U-B, J-U-B's employees, and subcontractors may not engage in severe forms of trafficking in persons during the period of time that the FAA award is in effect, procure a commercial sex act during the period of time that the award is in effect, or use forced labor in the performance of the award or sub-awards under the award.

- B. For the purpose of this award term, "employee" includes:
1. An individual employed by you or a sub-recipient who is engaged in the performance of the project or program under this award
 2. Another person engaged in the performance of the project or program under this award and not compensated by you, including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.
- C. For the purposes of this award term only, "forced labor" means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.
- D. For the purposes of this award term only, "severe forms of trafficking in persons," "commercial sex act," and "coercion" have the meanings given at Section 103 of the TVPA, as amended (22 U.S.C. 7102).

6.15 ENERGY CONSERVATION

J-U-B and any subconsultants agree to comply with mandatory standards and policies relating to energy efficiency as contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201et seq).

6.16 PROHIBITION OF SEGREGATED FACILITIES

- (1) J-U-B agrees that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. J-U-B agrees that a breach of this clause is a violation of the Equal Opportunity clause in this contract.
- (2) "Segregated facilities," as used in this clause, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, sex, or national origin because of written or oral policies or employee custom. The term does not include separate or single-user rest rooms or necessary dressing or sleeping areas provided to assure privacy between the sexes.
- (3) J-U-B shall include this clause in every subcontract and purchase order that is subject to the Equal Opportunity clause of this contract.

IN WITNESS WHEREOF, the CLIENT and J-U-B hereto have made and executed this AGREEMENT as of the day and year first above written.

CLIENT:

City of Twin Falls

ATTEST

BY: _____

Name: _____

Title: _____

Name: _____

Title: _____

Twin Falls County

ATTEST

BY: _____

Name: _____

Title: _____

Name: _____

Title: _____

J-U-B:

J-U-B ENGINEERS, Inc.

ATTEST

By: _____

Name: _____

Title: _____

Name: _____

Title: _____

Applicable Attachments or Exhibit to this Agreement are indicated as marked

- Attachment 1 – Scope of Services**
- Attachment 2 - Fee Breakdown**
- Exhibit A – Construction Phase Services**

**CERTIFICATION FOR CONTRACTS, GRANTS, LOANS,
AND COOPERATIVE AGREEMENTS**

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL "Disclosure Form to Report Lobbying", in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontractors, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Signed: _____
Sponsor's Authorized Representative

Date: _____

Title: _____



J-U-B ENGINEERS, INC.

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

Attachment 1 – Scope of Services

CLIENT: Joslin Field-Twin Falls
Airport; City of Twin Falls, Idaho

PROJECT: North East Taxi lane Preliminary Design
Layout

A.I.P. # 3-16-0036-XXX

For the purposes of this attachment, 'FAA Agreement for Professional Services' and 'the Agreement' shall refer to the document entitled 'FAA Agreement for Professional Services,' executed between J-U-B and CLIENT to which this exhibit and any other exhibits have been attached.

PROJECT DESCRIPTION The Twin Falls Airport wishes to begin Preliminary Design that will be reimbursable through a future AIP Grant in FY 2018. FAA AIP 3-16-0036-XXX includes the Project Formulation, Preliminary Design, Public Involvement Services for the Taxi lane in the North East development area of the Airport. The Airport has experienced growth and aeronautical type development in general conformance with the 2012 Master Plan. The development is driven by multiple reasons such as growth of Air Cargo, General Aviation, Commercial, and Firefighting operations and others in the area.

Note: A portion of the preliminary design work for the North East Taxi lane is being completed as a part of the Taxiway "A" Rehabilitation and ARFF Procurement AIP 3-16-0036-038. Related work included in AIP -038 includes topo survey and design of the Taxiway "A" and North East Taxi lane intersection. This scope will focus on the preliminary design for the preferred taxi lane layout considering the relationship to current and future hangar development with public/user involvement in the process.

SCOPE OF SERVICES

J-U-B's Services under this Agreement are limited to the following:

- A. Project Formulation Phase for the FY 2018 Joslin Field Airport North East Taxi lane Preliminary Design:
 - 1. Conduct a Pre-design meeting for the North East Taxi Lane Preliminary Design layout with CLIENT and FAA at the Airport. The meeting will be held to determine the study issues that will need to be addressed during the project. The FAA Pre-design Conference Checklist will be the guide for project discussions. Minutes of the Pre-design meeting will be compiled and forwarded to the FAA and CLIENT.
 - 2. Assist the CLIENT with Project Scope development and formulation. J-U-B will prepare a Scope of Services narrative for North East Taxi Lane Preliminary Design project and detailed description of all work tasks for CLIENT and FAA review and approval. Discuss review comments and revise accordingly.
 - 3. Upon approval of the Scope of Services, J-U-B will prepare a listing of work tasks in a spreadsheet with "empty cells" for person-hours, hourly rates, expenses, and costs for both projects. J-U-B shall prepare a detailed cost proposal on the spreadsheet, based on estimates of work to accomplish the Scope of Services.
 - 4. Prepare an Agreement for Professional Services for submittal and review by the CLIENT and FAA, including the FAA Professional Service Agreement Checklist. The Agreement shall be comprehensive in description of services and responsibilities of all contract parties. Complete and submit to the FAA the "FAA PROFESSIONAL SERVICE AGREEMENT CHECKLIST".
 - 5. Attend three (3) meetings with the Airport Advisory Board during the Taxilane Preliminary Design in order to keep Airport personnel and management abreast of the progress of the project. Discussions will include preliminary Design findings, budget and schedule updates.
- B. Preliminary Design Phase for the Joslin Field Airport North East Taxi lane Preliminary Design:
 - 1. Investigate the proposed job site at the Airport. Allow civil design personnel to become familiar with the proposed job site. Take photographs, perform a visual survey of the pavement areas, and otherwise document findings of visit.

2. Attend meeting with Airport Users and the Public to gain an understanding of the desired needs, constraints, and aircraft anticipated to use the facility. Airport staff will coordinate invitation and legal advertisement for meeting.
3. As a result of input from users, determine forecasted fleet mix for the aircraft that will be using the North East Taxilane.
4. Determine the FAA "Separation" Standards for the Design aircraft chosen from the forecasted fleet mix.
5. Determine the overall requirements for the facility including auto access and parking, fencing, gates.
6. Assemble base data and base maps for the project work area from the design survey. Note: Design Survey for the area is included in the Taxiway "A" project work scope.
7. Provide three alternative layouts to satisfy the facility requirements for the site. For each alternative a Geometric Layout and preliminary profiles and grading will be included. Consideration will be given for future Taxilane and Hangar/FBO Development to the East. And confirmation that future development adjacent to taxiway "A" will not create line of sight obstruction from ATCT to Runway 26.
8. Provide "planning level" cost estimates for each alternative.
9. Prepare exhibits for User/Public meeting to review alternatives. Exhibits to include plan view of each alternative at a minimum.
10. Attend and lead discussions for the User/Public Meeting to introduce the three alternatives in an effort to get a consensus of a preferred alternative. Airport staff will coordinate invitation and legal advertisement for meeting.
11. Based on determination of a preferred alternative, inquire of FAA Environmental Manager by email to confirm that the project will require a categorical exclusion pursuant to FAA Order 1050.1E, Paragraph 310(e). Prepare a NW Mountain Region Categorical Exclusion Form including Idaho State Historical Society approval, a biological survey, a water resource assessment and a detailed project area map for delineation of planned scope of work. Environmental work beyond that described will be considered as additional work.
12. Based on determination of a preferred alternative and from geotechnical data obtained on Taxiway "A", define critical aircraft for the pavement design of the project and develop pavement design section. Pavement design criteria shall be in accordance with the FAA Advisory Circular (AC) 150/5320-6E.
13. J-U-B shall review existing drainage studies developed for the Airport and surrounding developments to evaluate existing drainage patterns and systems. J-U-B shall conduct a required preliminary analysis for the design of drainage improvements associated with the project in accordance with the FAA AC 150/5320-5C, Surface Drainage Design. Any necessary drainage improvements will be sized to accommodate local drainage standards.
14. Prepare preliminary Civil Design Plans for review and discussion with the CLIENT and FAA. It is anticipated that the project civil design will require eight (8) plan sheets including:
 - Sheet 1 – Cover
 - Sheet 2 – Grading & Drainage Plan
 - Sheet 3 – Grading & Drainage Plan
 - Sheet 4 – Grading & Drainage Plan
 - Sheet 5 – Plan & Profile Taxilane
 - Sheet 6 – Plan & Profile Taxilane
 - Sheet 7– Plan & Profile Taxilane
 - Sheet 8 - Plan & Profile Connector Taxiway
15. Have discussion and determine preliminary phasing plans based on constructability of the project. This item does not include a formal safety plan narrative or a CSPP. An airspace review will be coordinated with Helena ADO.
16. Prepare a revised Engineers Opinion of Probable Cost based on construction cost estimates, schedule project into workable portions for constructability, budget, and construction schedule and advise the CLIENT as to budget status.
17. Participate in a preliminary design review meeting with the CLIENT (Airport Staff). Anticipate three (3) review meetings with the CLIENT in Twin Falls, Idaho including attendance by the Project Manager and Airport

Engineer. Review Preliminary design philosophy, preliminary design drawings, design analysis and project schedules with the CLIENT.

18. Conduct in-house quality control/quality assurance review of preliminary design documents.
19. Prepare the preliminary Engineer's Design Report in conformance with FAA guidelines. The report shall include a Summary of the Project and its specific preliminary design issues, Project Schedule, Preliminary design Analysis, Construction Cost Estimate and any proposed modification to design or construction standards.
20. Attend and lead discussions during a final Public/User meeting. Review the details of the Preliminary Design in this meeting.
21. Present findings, results of the preliminary design meeting to the City Council. Prepare exhibits for this meeting as required.

Exceptions:

No SMS plan is required on this project during the design or other portions of the project.

No Independent Fee Estimate will be required.

No Quarterly reports for this scope will be required.

No request for FAA reimbursement will be required.

No DBE goal update will be required.

An airport wide or local AGIS survey is not required for this project.

Does not include a formal safety plan narrative or a CSPP

Specifications will not be provided.

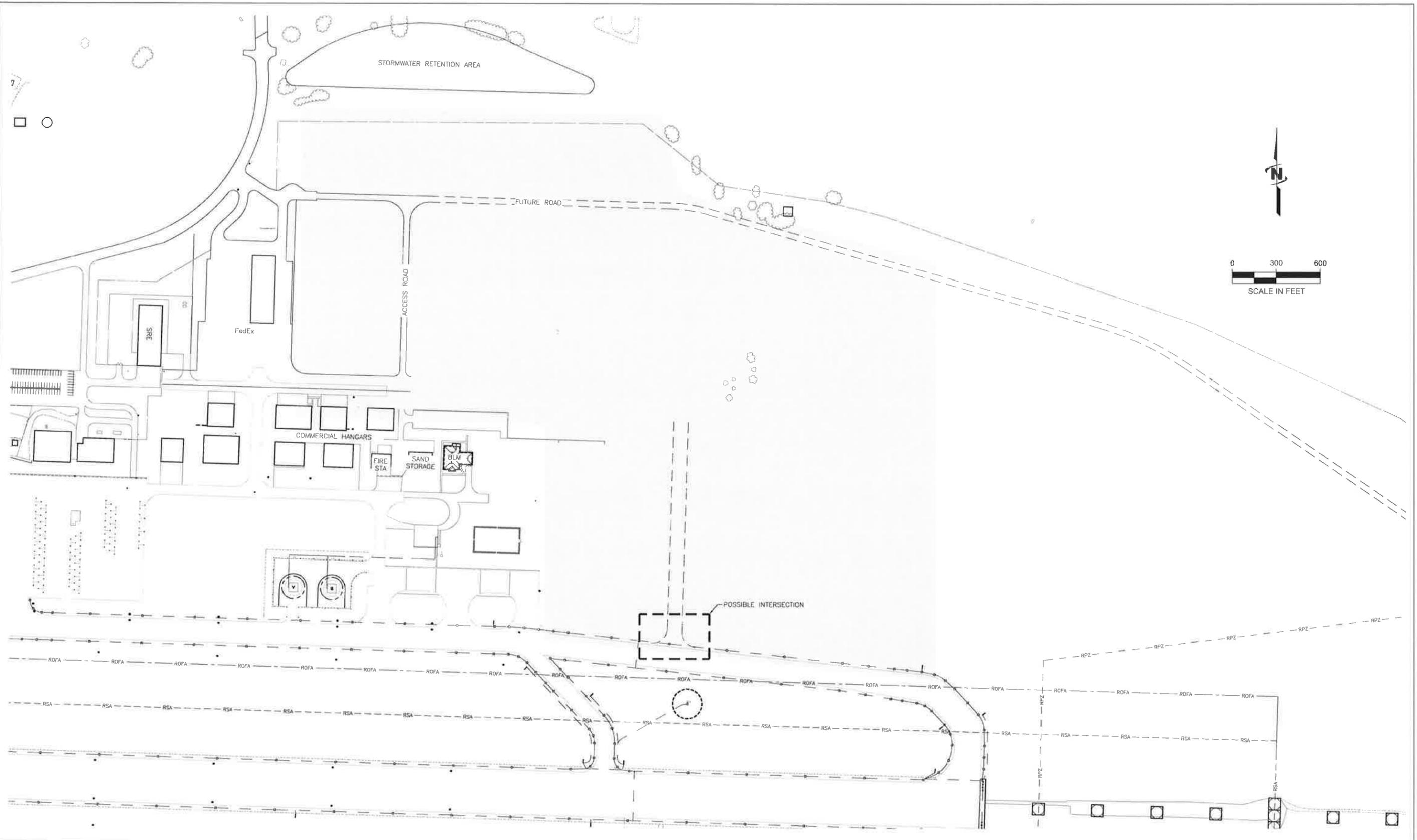
Project Schedule

- | | |
|---------------------------------|---------------------------------|
| • Preliminary Design | October 2016 through March 2017 |
| • Final Design, Bidding | October 2017 through April 2018 |
| • Construction, Grant Close out | June 2019 through February 2019 |

PROJECT TITLE: TWIN FALLS-JOSLIN FIELD AIRPORT Attachment #2
 CLIENT: 2016/2017 AIRPORT IMPROVEMENTS
 JOB NUMBER: TWIN FALLS, IDAHO
 DATE: 9/20/2016 ENGINEER'S HOURLY ESTIMATE

TWIN FALLS -JOSLIN FIELD AIRPORT- PROJECT FORMULATION AND PRELIMINARY DESIGN SERVICES- NORTHEAST TAXILANE PRELIMINARY DESIGN

TASK NO	PROJECT TASK	Project Director \$50.00	Project Manager \$45.82	QC Manager \$59.27	Senior Designer \$36.35	Engineer in Training \$25.00	Survey Crew \$64.61	Environmental Lead \$41.72	Airport Planner \$40.86	Administration \$21.16	TOTAL HRS	TASK DIRECT COSTS
A. Project Formulation for the FY 2018 Joslin Field Airport North East Taxilane Preliminary Design												
1	Attend Pre-Design Meeting, Notes, & Minutes	0	6	6	0	0	0	0	0	2	14	\$672.86
2	Prepare Scope of Work	2	8	8	0	0	0	0	0	0	18	\$940.72
3	Prepare Engineering Services Cost Proposal	0	8	8	0	0	0	0	0	0	16	\$840.72
4	Prepare an Agreement for Professional Services	2	8	0	0	0	0	0	0	2	12	\$508.88
5	Attend Three (3) Airport Advisory Board Meetings	0	6	0	0	0	0	0	0	0	6	\$274.92
B. Preliminary Design for the Joslin Field Airport North East Taxilane Preliminary Design												
1	Investigate Job Site & Document Findings	0	4	0	4	0	0	0	4	0	12	\$492.12
2	Attend 'Initial Needs' Meeting with Users	0	8	0	0	0	0	0	8	0	16	\$693.44
3	Determine Forecast Fleet Mix for Taxiway	0	2	0	4	0	0	0	4	0	10	\$400.48
4	Determine FAA Separation Standards for Design Aircraft	0	2	0	6	0	0	0	4	0	12	\$473.18
5	Determine Overall Requirements for the Facility	0	6	4	6	0	0	0	12	0	28	\$1,220.42
6	Assemble Base Map	0	0	0	4	6	0	0	0	0	10	\$295.40
7	Provide Three Alternatives Layout for the Facility Requirements	0	10	4	18	18	0	0	10	0	60	\$2,208.18
8	Provide Cost Estimates for Each Alternative	0	4	0	6	4	0	0	0	0	14	\$501.38
9	Prepare Exhibits for User Meeting for Each Alternative	0	10	4	20	20	0	0	0	0	54	\$1,922.28
10	Attend and Lead User/Public Meeting to Present Alternatives	0	14	0	0	0	0	0	8	0	22	\$968.36
11	Obtain Categorical Exclusion for Preferred Alternative	0	8	0	0	0	0	60	0	0	68	\$2,869.76
12	Define Pavement Design Section for Control Aircraft	0	4	0	4	0	0	0	0	0	8	\$328.68
13	Review Existing Drainage Studies for Preferred Alternative	0	4	0	8	8	0	0	0	0	20	\$674.08
14	Prepare Preliminary Design Plans (8 sheets)	0	14	8	42	46	0	0	0	0	110	\$3,792.34
15	Discuss and Determine Preliminary Phasing Plans	0	8	8	0	0	0	0	0	0	16	\$840.72
16	Prepare a Revised Probable Cost Estimate	0	4	0	0	6	0	0	0	0	10	\$333.28
17	Participate in Three (3) Design Review Meetings with CLIENT	0	16	6	0	0	0	0	0	0	22	\$1,088.74
18	Conduct QC Plan Review	0	0	10	0	0	0	0	0	0	10	\$592.70
19	Prepare Engineer's Design Report	0	8	6	12	0	0	0	0	10	36	\$1,369.98
20	Attend final public/Users meeting	0	6	6	8	8	0	0	0	0	28	\$1,121.34
21	Present Project Findings to the City Council	0	8	0	4	4	0	0	0	0	16	\$611.96
Labor Subtotal		4	176	78	146	120	0	60	50	14	648	\$26,036.92
Direct Overhead											182.99%	\$47,644.96
Fixed Fee											15%	\$11,052.28
Total Labor + Overhead + Fixed Fee												\$84,734.16



Plot Date: 9/13/2016 10:28 AM Plotted By: Vanu Cloud
 Date Created: 5/26/2016
 TWIN FALLS PUBLIC PROJECTS JOB # 60-15-075-TWFA GENERAL ENGINEER NE AREA PLANNING CAD MODEL 60-15-075 C-# SCOPING EXHIBIT DWG

REUSE OF DRAWINGS

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

REVISION			
NO.	DESCRIPTION	BY	DATE

J-U-B ENGINEERS, INC.
 115 Northstar Ave.
 Twin Falls, ID 83301
 Phone: 208.733.2414
 Fax: 208.733.9455
 www.jub.com

JUB
J-U-B ENGINEERS, INC.

FILE: 60-15-075.C AT SCOPING EXHIBIT
JUB PROJ # 60-5075
DRAWN BY: VRC
DESIGN BY:
CHECKED BY: MKG

AIRPORT PLANNING MAP
JOSLIN FIELD - MAGIC VALLEY REGIONAL AIRPORT
 IN SECTION'S 8 & 9, T. 11 S., R. 17 E., B.M.
 TWIN FALLS COUNTY, IDAHO

LAST UPDATED: 9/13/2016
 SHEET NUMBER:
1 of 1



DATE October 3, 2016 City Council Meeting

To: Honorable Mayor and City Council

From: Jon Caton, P.E., Public Works Director

Request:

A request to award a GSA contract to purchase a Sewer Jet Truck.

Time Estimate:

The presentation will take approximately 5 minutes plus time for Council Q & A.

Background:

The WWC department budgeted \$235,000 in FY2016 to purchase a sewer jet truck. In August, this project was formally and publicly bid. After the submittal of three bids from three different bidders, it was determined by staff that the bids were irregular and were rejected. The bid prices were: \$170,430.29 (Metroquip); \$179,953.00 (Dawson Infrastructure Solns); and \$208,235.00 (Utility Truck Equipment).

After the bid rejection, Staff researched a GSA contract option and found one with Maryland Industrial Trucking, Inc. in the amount \$178,256.29.

Approval Process:

Council Approval is required to award the bid.

Budget Impact:

This was a FY16 budgeted expenditure, WWC 162-58-10-470-75: \$235,000. Because this purchase is after October 1, it would require a budget amendment.

Regulatory Impact:

NA

Conclusion:

Staff recommends the award of this GSA contract to Maryland Industrial Trucking.

Attachments:

GSA Contract



MARYLAND INDUSTRIAL TRUCKS, INC.

1330 West Nursery Road • Linthicum, Maryland 21090
 Washington D.C. 301.474.0022 • Baltimore 410.636.1255 • Fax 410. 636.5734 • Toll Free 800.484.5439
www.mdindustrialtrucks.com



September 13, 2016

City of Twin Falls
 103 Main Avenue East
 Twin Falls, ID 83303-1907

Maryland Industrial Trucks is please to present the following quote for your consideration.

1	V6015S	V-Series RamJet 1500 Gallons, Un-Shrouded
1	J5001	80 GPM @ 2000 PSI (Certified)
1	001STDJ	24" Manway
1	005STDJ	2-1/2" x 25' Fill Hose
1	015STDJ	304 Stainless Steel Tank w/Baffles
1	025STDJ	800' Capacity Hose Reel -Rear Mounted, Un-Shrouded
1	030STDJ	Auto Rewind for Sewer Hose
1	035STDJ	3/4" x 10' Leader Hose w/ 1" Nozzle Pipe
1	050STDJ	Flexible Hose Guide
1	060STDJ	Hydrant Wrench
1	065STDJ	Handgun w/ 1/2" x 35' Hose and Connector
1	070STDJ	Tachometer w/Hour Meter
1	075STDJ	Water Pressure Gauge
1	095STDJ	Tool tray, Aluminum, Driver Side
1	095STDJ	Tool tray, Aluminum, Passenger Side
1	105STDJ	Access Ladder to Top of Tank
1	115STDJ	NEMA 4 Lighting System
1	120STDJ	Mud Flaps
1	150STDJ	Hydraulic Oil Sight Gauge
1	151STDJ	Electric Back-Up Alarm
1	155STDJ	Rodder Pump Drain Valves
*	Optional	Hose Reel Rewind Tool
*	Optional	Hydraulic Pressure Gauge @ Control Station

1	6005STDJ	Hose Footage Counter -Mechanical
1	6000BSTDJ	1000' x 3/4" Sewer Hose 3000 PSI, Piranha
1	J2011STD	3" Y-S trainer at Fill -Passenger Side
1	J9021STD	Camera System, Rear Only (Back-Up)
1	P110STD	Paint, Module, (Wet on Wet)
1	J2000	Dual Water Fill System
1	J2001STD	Low Water Indicator w/Alarm
1	J2011B	3" Y-S trainers at Fill -Driver Side
1	J5010STD	Jet Rodder Water System Accumulator
1	J5012STD	Multi-Flow Water System w/Nozzle Storage Rack with 3 Nozzles
1	J5014STD	1" High Pressure Water Relief Valve
1	J6011STD	Handgun Hose Reel w/Spring Retract
1	J8001A	Front * Rear Directional Control, Signal Master Arrow Lights
1	J8003	Hand Light w/Retractable Reel
1	J8008	Brackets and Wiring for Customer Installed Strobe/Revolving Light, Rear
1	J8009	Work light, Operators Station, LED
1	J8009A	Work light, Hose Reel Manhole, LED
1	J8025STD	LED Lights, Clearance, Stop, Tail & Turn
1	J9002STD	Tow Hooks, Front
1	J9002ASTD	Tow Hooks, Rear
1	LOGO-APPL.	Vactor/Guzzler Logos -Applied
1	500655B-30	Vactor Standard Manual and USB Version - 1 + Dealer
1	JSIS260A-E	Customer Supplied Chassis, Single Axle, 2017 International 4300 SBA, 260 HP, Auto, 37,000 GVWR, Air Brakes, 2010 Emissions
*	Optional	Additional Site Gauge @ Rear of Tank

* Optional Equipment Included in Price

GSA DELIVERED PRICE

\$178,256.29

We appreciate the opportunity to quote you on your equipment requirements. If you have any questions regarding this quote or its contents, please do not hesitate to call or email.

Sincerely,



Tom Rockstroh
GSA Contract Administrator
GS-30F-1012H



DATE October 3, 2016 City Council Meeting

To: Honorable Mayor and City Council

From: Jon Caton, P.E., Public Works Director

Request:

Staff requests Council to use \$300,000 from Street Reserves to fund a mill and inlay and ADA ramps on Falls Avenue.

Time Estimate:

The presentation will take approximately 5 minutes plus time for Council Q & A.

Background:

As a part of the upcoming Zone Maintenance Program and Long Term Plan, Public Works intends to mill and inlay a mile of Falls Ave. from Washington to Blue Lakes. Next year Public Works will be seal coating Zone 5 and this particular piece of Falls Ave. is actually in Zone 6. Due to the size and cost of the project, we split the project into two fiscal years, half in the upcoming FY17 and the other half in FY18.

This past year asphalt prices have been the lowest we have experienced in years; approximately \$81 per ton in place compared to \$109 per ton in place last season. Additionally, we have received favorable pricing for some of our ADA ramps this year. Staff would like to take advantage of the favorable market by advancing the construction of the first half of the Falls Ave. by piggy-backing current mill/inlay and ADA ramp bids. If Street Fund Reserves are used, the project could construct immediately and be completed prior to Thanksgiving, weather dependent. Staff proposes to construct the north half of the Falls Ave. project at the following cost:

Mill and Inlay:	\$232,811.00
ADA Ramp Estimate:	<u>\$65,468.75</u>
Total:	\$298,279.75

Approval Process:

Use of Street Reserves requires Council Approval.

Budget Impact:

If approved by Council, this project could be funded out of Street Reserves. Due to the favorable oil prices, approximately a 25% cost savings (\$66,000.00) in asphalt could be realized. The Street Fund has \$3.2 million in unrestricted cash reserves that can be used to cover the costs of this project should the Council choose to fund it.

Regulatory Impact:

NA

Conclusion:

Staff recommends the use of Street Reserves in order to advance the construction of the Falls Avenue mill/inlay and ADA ramp project.

Attachments:

Idaho Materials Construction Bid
North Side ADA Ramp Engineering Estimate
South Side ADA Ramp Engineering Estimate



IDAHO MATERIALS & CONSTRUCTION

Boise Area- 924 N. Sugar St. *P.O. Box 1310 *Nampa, ID 83653-1310 * Phone (208) 466-5001 * Fax (208) 466-5166 Twin Falls Area- 1310 Addison Ave. West * Twin Falls, ID 83301 *Phone (208) 733-5933 *Fax (208) 734-6956 *ISPW#11916-U-1-2 Oregon # 42640 Nevada #0054829

ASPHALT PAVING ROAD & UTILITY CONSTRUCTION EARTHWORK CONCRETE SAND & ROCK

To:	City Of Twin Falls	Contact:	Erin Steel
Address:	321 Second Ave. E., P.O. Box 1907 Twin Falls, ID 83301	Phone:	735-7253
		Fax:	736-2296
Project Name:	City Of TF 2016 Mill & Inlay Project	Bid Number:	
Project Location:		Bid Date:	9/22/2016
Addendum #:	1		

Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
201	CO2.1 Falls Ave. Additional HMA	2,380.00	TON	\$81.250	\$193,375.00
202	CO2.2 Falls Ave. Additional Milling	14,080.00	SY	\$1.700	\$23,936.00
203	CO2.3 Falls Ave. Construction Traffic Control	1.00	LS	\$6,000.000	\$6,000.00
204	CO2.4 Additional Mobilization And Trucking- Falls Ave	1.00	EACH	\$9,500.000	\$9,500.00
Total Price for above Items:					\$232,811.00

Total Bid Price: \$232,811.00

Notes:

- Pricing is based upon there being more than 3" of asphalt on the existing road, If there is less than 3" IMC will stop and ask for further direction..
- Final payment based on quantity delivered to job.
- Change Order Pricing DOES NOT include; permits, traffic control, surveying, testing/inspection fees, saw cutting, concrete collars for manholes & water valves, Stockpiling of the RAP.
- Mobilization is based on (1); additional mobilizations will be charged at the rate of \$1250.00 per each
- Idaho Sand & Gravel Idaho contractor registration number is ICRL # RCE-1456
- IF THIS BID IS ACCEPTED PLEASE SIGN AND RETURN ONE COPY.
- Additional Terms and Conditions of this proposal/contract.
- 1. APPROVAL OF CREDIT; Notwithstanding purchasers acceptance of this proposal, sellers obligation to perform is conditional upon seller's approval of the financial responsibility of the purchaser; and purchaser will furnish to seller promptly, at sellers request, such information as may be necessary for seller to determine purchasers financial responsibility and credit. If disapproved, purchaser will be notified, and this agreement will be deemed terminated, without liability to either party.
- If not accepted within (10) days from date of proposal, this offer shall automatically expire.
- In addition, if for reasons beyond sellers control the work is not performed during sellers current construction season or over a longer period if agreed to in writing at the date of this proposal, the contract price may be increased by the seller to reflect its cost increase incurred at the time the work is performed. Our normal construction season is April through November, depending on weather conditions.
- 4. ACCEPTANCE OF PROPOSAL: The purchaser represents that they (it, he, or she) are the owner of the premises on which the work is to be done, or are authorized representative of the owner, and have permission and authority to grant the seller the right to perform such work on premises. Should seller be required to provide survey stakes and/or to perform engineering services of any nature, purchaser hereby covenants and agrees to save and hold harmless seller from and against any and all damages, claims, costs or expenses which ever arising from or growing out of performance of the contract, including, but not limited to, drainage of water as to direction or amount during performance of the contract as well as thereafter.
- PERFORMANCE: The seller shall not be liable for failure of performance or failure of delay in delivery by reason of contingency beyond sellers control, including but not limited to, strikes, labor disputes, fire, flood, weather, embargo, war, government, or shortage or failure of raw materials, fuel, or transportation. If seller is delayed for more than sixty days (60) in the performance of this contract set forth herein, purchaser shall have the right upon seven (7) days written notice to seller to terminate this contract in which event the seller shall be paid for the work performed by it to date of such termination and all parties hereto shall be released of any further obligations herein.
- Due to current market shortages of liquid asphalt, this proposal is contingent on the availability of liquid asphalt at the time of construction. Hot mix asphalt quoted in this proposal is based on the current liquid asphalt market price. Any increase/decrease in market price of liquid asphalt at the time of placement, will be realized as an adjustment to the original quoted price at the time of placement.

- National and regional supply shortages of liquid asphalt or other material specifically noted above may preclude our suppliers from furnishing us with long term price and quantity guarantees; therefore, it is agreed that the contract price (Lump Sum or Unit) stated herein may be increased or decreased equal to any price increase or decrease, if any, after the date hereof required to be paid by the seller in the completion and performance of this contract. Seller agrees to notify purchaser prior to the date on which any work to be performed hereunder is to commence. Contract price adjustment shall be applicable to work covered by such notice unless seller has received from purchaser; prior to commencement of any such work, written notice of an unwillingness to accept contract price adjustment, in which event, seller at its option, may terminate this contract. In the event of termination, seller shall be paid for work performed to the date of termination, if any, and shall have no further obligation or liability to purchaser or others for reason of said termination.

Payment Terms:

Payment terms: Net due by the 10th of the month following date of invoice unless otherwise stated. Interest at the rate of 2% per month charged on all past due accounts. This is an annual percentage rate of 24%. Purchaser agrees to pay reasonable legal

<p>ACCEPTED: The above prices, specifications and conditions are satisfactory and are hereby accepted.</p> <p>Buyer: _____</p> <p>Signature: _____</p> <p>Date of Acceptance: _____</p>	<p>CONFIRMED: Idaho Sand & Gravel Co.</p> <p>Authorized Signature: _____</p> <p>Estimator: Brent Turpin 208-320-5095 brent.turpin@idahosand.com</p>
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COST ESTIMATE

**North Side of Falls Avenue (Washington St to Blue Lakes Blvd)
 ADA Curb Ramps
 Twin Falls, Idaho**

			<i>Cost Estimate</i>	
<u>BID ITEM DESCRIPTION</u>	<u>UNIT</u>	<u>ESTIMATED QUANTITY</u>	<u>BID UNIT PRICE</u>	<u>BID PRICE</u>
1 ADA Ramp Type 1	EACH	10	\$2,800.00	\$28,000.00
2 ADA Ramp Type 3	EACH	0	\$4,800.00	\$0.00
3 8' Wide Valley Gutter	FT	150	\$162.50	\$24,375.00
4 Traffic Control	LS	1	\$6,546.88	\$6,546.88
5 Mobilization	LS	1	\$6,546.88	\$6,546.88
TOTAL OF ALL BID PRICES			\$65,468.75	

COST ESTIMATE

**South Side of Falls Avenue (Washington St to Blue Lakes Blvd)
 ADA Curb Ramps
 Twin Falls, Idaho**

			<i>Cost Estimate</i>	
<u>BID ITEM DESCRIPTION</u>	<u>UNIT</u>	<u>ESTIMATED QUANTITY</u>	<u>BID UNIT PRICE</u>	<u>BID PRICE</u>
1 ADA Ramp Type 1	EACH	16	\$2,800.00	\$44,800.00
2 ADA Ramp Type 3	EACH	14	\$4,800.00	\$67,200.00
3 8' Wide Valley Gutter	FT	528	\$162.50	\$85,800.00
4 Traffic Control	LS	1	\$24,725.00	\$24,725.00
5 Mobilization	LS	1	\$24,725.00	\$24,725.00
TOTAL OF ALL BID PRICES			\$247,250.00	



Public Hearing: **Monday, October 3, 2016**

To: Honorable Mayor and City Council

From: Jonathan Spendlove, Planner 1

ITEM IV

Request: Request for a **Special Use Permit** to establish an open parking lot on property located at 229 2nd Ave N, Lots 6-14, Block 85, Twin Falls Townsite. c/o Nathan Murray on behalf of City of Twin Falls Urban Renewal Agency

Time Estimate:

The applicant's presentation may take up to five (5) minutes. Staff presentation will be approximately five (5) minutes.

Background:

Applicant:	Status: Owner	Size: 0.65 +/- acres
City of Twin Falls Urban Renewal Agency 321 2 nd Ave E Twin Falls, ID 83301	Current Zoning: CB P1	Requested Zoning: Special Use Permit/ Council Approval
	Comprehensive Plan: Townsite	Lot Count: 9 Lots
	Existing Land Use: Vacant Property / Recently Demolished Bldgs	Proposed Land Use: Open Public Parking Lot enforced by TF City
Representative:	Zoning Designations & Surrounding Land Use(s)	
Nathan Murray City of Twin Falls Economic Development Director nmurray@tfd.org	North: CB P1; 2 nd Ave N/ commercial/residential apartments	East: CB P1; Accessory Parking Lot for the MV Bible Church
	South: CB P1; Alley/ Commercial-Business	West: CB P1; Residence
	Applicable Regulations: 10-1-4, 10-1-5, 10-4-7, 10-7-19, 10-10, 10-11-1 thru 8, 10-13-2	

Approval Process:

The Special Use Permit process requires a noticed public hearing to be held in which interested persons have the opportunity to be heard with regards to the application.

Within thirty (30) days after the public hearing, the City Council shall approve, conditionally approve, or disapprove the application as presented during the hearing. If conditions are placed on the permit, the Administrator shall issue a special use permit listing the specific conditions specified by the Council for approval.

Budget Impact:

Approval of this request may have minimal impact on the City budget as another public parking lot will be added to the list of properties for the Code Enforcement Officers to enforce the parking regulations.

Regulatory Impact:

A special use permit is for zoning purposes only. Other permits such as sign, building, electrical or plumbing permits, etc. may be required. All facilities must comply with all Building and Fire Code Regulations.

History:

This is believed to have been zoned CB at least since the 1980's when that Zoning District was established.

There have been various businesses located on this property including: United Automotive, United Engine, United Electronics, Muffler Warehouse, Magic Valley Archery.

The URA recently purchased the property and demolished the two buildings. Appropriate fill material has been temporarily placed on the dirt lot to protect the lot from erosion. The property has been barricaded to address safety issues.

Analysis:

This is a request for a Special Use Permit to establish an open parking lot. The parking lot will be operated/enforced by the City of Twin Falls

Per City Code 10-4-7: Central Business District: Open Parking Lots require a Special Use Permit prior to being legally established.

Typically, this type of Land Use would proceed to the Planning and Zoning Commission. However, since this Open Parking Lot will be operated/enforced by the City of Twin Falls Code Enforcement Officers, the request follows the process outlined in City Code 10-7-19.

Per City Code 10-7-19: All uses on real property owned and operated by the City are permitted Uses. Any "New Use" not allowed otherwise within the Code, must be approved by the City Council after a public hearing at which interested persons have an opportunity to be heard.

The Open Parking Lot is a "New Use", not previously permitted or established, and would need City Council approval to be legally established.

Per City Code 10-11-1 thru 8: Required Improvements: "When there is a change of use of a building, structure, or parcel of land" certain improvements to the property are required. Most notably: hard-surfaced parking areas, parking lot landscaping, lighting, and storm water management.

The URA has expressed a desire to defer these permanent improvements in order to better facilitate the Main Street and Alley-way Projects and to not pay for the same improvements twice as some of the alley project will be taking place adjacent to and upon this property.

Possible Impacts: The creation of a new parking lot in the area will alleviate the overcrowding of the nearest city owned/operated public parking lot (Orange Lot- on the 100 block of 2nd Ave N). This particular lot services many businesses along main street and sees the highest use of any public lot the City Operates/Enforces.

Additional vehicle traffic will be noticed by neighboring properties as more space will be available for patrons to park. However, this impact is somewhat negated by the proximity of 2nd Ave N which sees some of the highest traffic counts in the City Limits as well.

On a broader perspective, as the URA and the City create more parking lots in the downtown area, we should be mindful of the effect these lots can have on the aesthetics of our main thoroughfares.

Additionally, as we look forward to a more multi-modal transportation network within the City, these public parking lots will continue to allow reduced requirements for off-street parking in nearby areas.

Conclusion:

Should the Council grant this request as presented; staff recommends approval be subject to the following conditions:

1. Subject to the site plan amendments as required by Building, Engineering, Fire, and Zoning Officials to ensure compliance with applicable City Code Requirements and Standards.
2. Subject to all applicable Required Improvements (such as; asphalt/paved parking & maneuvering area, landscaping, lighting, storm water management) being installed in conjunction with the completion of the Downtown Main Street/Alley Project, projected for 2019.

Attachments:

1. Letter of Request
2. Zoning Vicinity Map
3. Future Land Use Map
4. Applicant Submitted Site Plan
5. Site Photos

September 1, 2016

RE: Written Statement for special use:

In response to complaints of lack of public parking, specifically near this block, Urban Renewal has Purchased this property with intentions of creating a parking lot to serve downtown tenants, customers, and construction personnel working on URA and City Downtown Projects. Various City Traffic Studies have confirmed that the public lots adjacent to this area are high use for special events and during regular business hours. Construction operations will add to the traffic impact.

Conditions of the Purchase of the property was that an environmental assessment was completed, environmental concerns were mitigated, the building was demolished, and the hole was filled and compacted.

Urban Renewal would like to make this area usable for Parking in the interim, until phase II of the City downtown alleyway utility project begins within the next few years. As phase II of utility work begins, Urban Renewal would be responsible to construct all development requirements outlined in City Code.

Zoning Vicinity Map

Reference Only



Proposed Parking Lot

Aerial Photo - April 2016



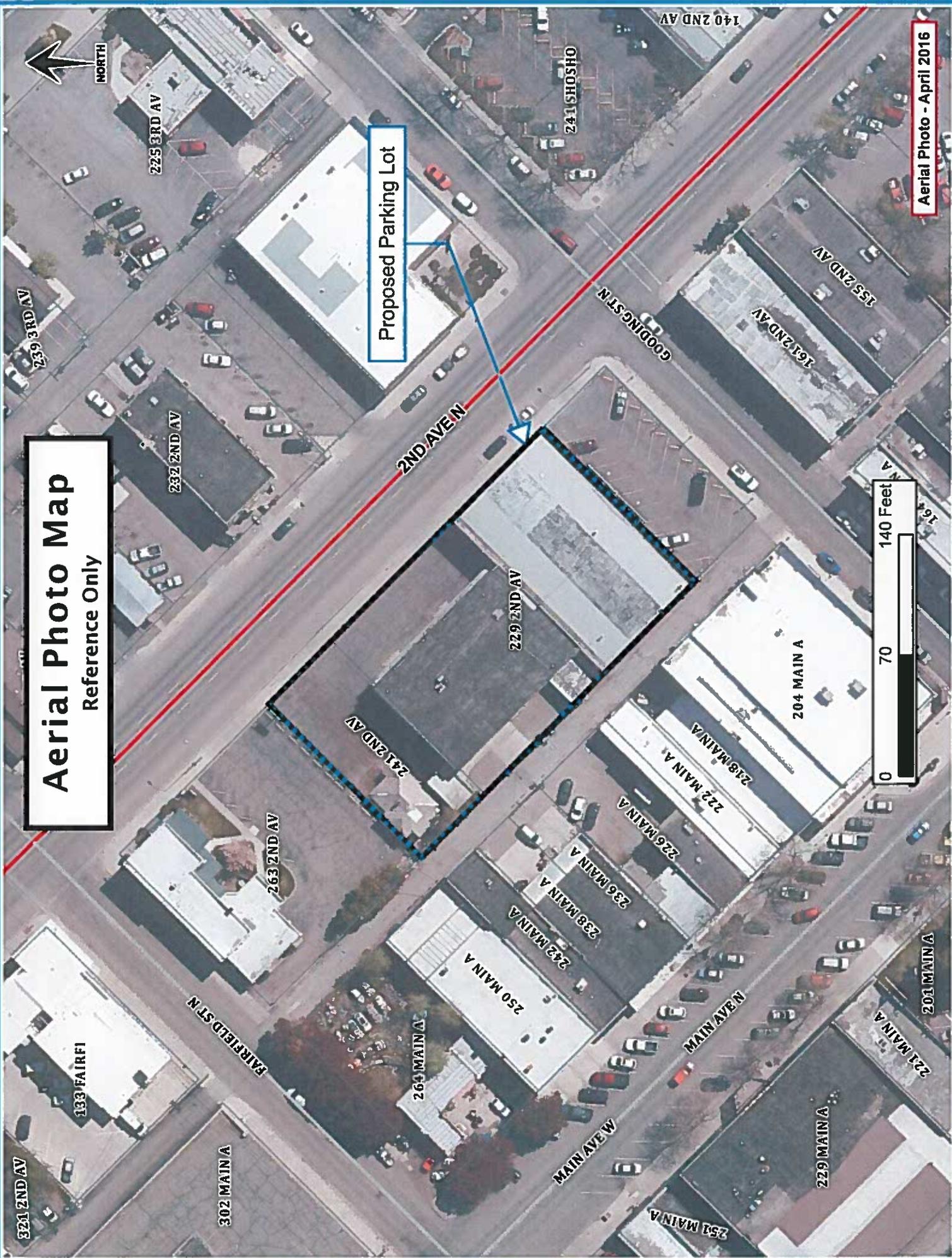
Aerial Photo Map

Reference Only

Aerial Photo - April 2016



Proposed Parking Lot



321 2ND AV

133 FAIRFI

302 MAIN A

263 2ND AV

FAIRFIELD STN

264 MAIN A

250 MAIN A

MAIN AVE W

241 2ND AV

229 2ND AV

2ND AVEN

GOODING STN

251 MAIN A

229 MAIN A

221 MAIN A

201 MAIN A

MAIN AVEN

238 MAIN A

226 MAIN A

218 MAIN A

204 MAIN A

232 2ND AV

239 3RD AV

225 3RD AV

241 SHOSHO

140 2ND AV

161 2ND AV

155 2ND AV

164 MAIN A



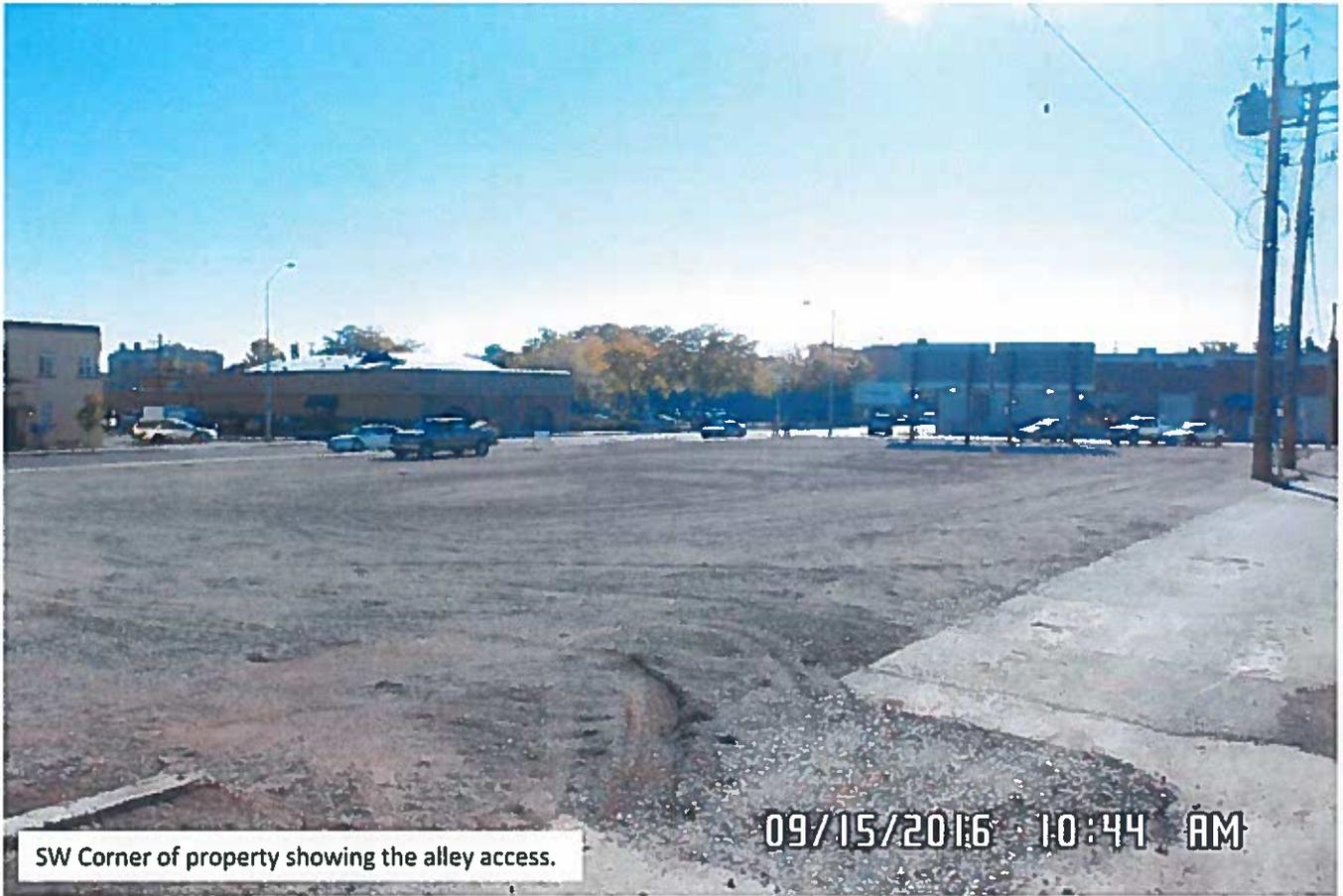
Project House behind City Vehicle. Showing properties to the south and South-West.

09/15/2016 10:43 AM



NE Corner of Property, showing frontage along 2nd Ave N.

09/15/2016 10:43 AM



SW Corner of property showing the alley access.

09/15/2016 10:44 AM



09/27/2016 11:46 AM