



AGENDA
Regular Meeting of the City of Twin Falls
Urban Renewal Agency Board
305 3rd Avenue East, Twin Falls, Idaho
City Council Chambers
Monday, November 14, 2016 at 12:00 pm.

URBAN RENEWAL AGENCY BOARD MEMBERS:

Dan Brizee Chairman	Dexter Ball Vice-Chairman	Neil Christensen Secretary	Perri Gardner	Bob Richards	Gary Garnand	Brad Wills
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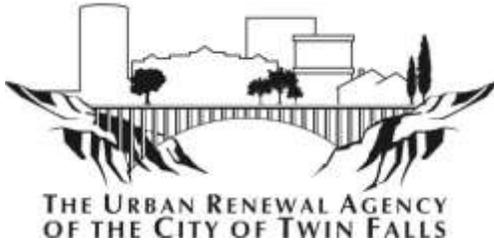
Call Meeting to Order.

Consideration of Amendments to the Agenda.

Agenda Items:

1. Consent Agenda:
 - a. Review and approval of minutes from the October 10, 2016 regular meeting.
 - b. Review and approval of the November 2016 financial report.
 2. Executive Director's Report (see report) – Nathan Murray.
 3. Alleyway Utilities Progress Update – Gary Haderlie, JUB.
 4. Main Avenue Progress Update (see report) – Paul Johnson, CH2M.
 5. Consideration of a request to approve a contract with Guho Construction to provide Construction Management and General Contractor (CM/GC) Services to complete the buildout of the Main Avenue Project (see staff report) – Nathan Murray/Paul Johnson, CH2M.
 6. Public input and/or items from the Urban Renewal Agency Board or staff.
 7. Adjourn. Next regular meeting: Monday, December 12, 2016 @ 12:00 pm.
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**Any person(s) needing special accommodations to participate in the above noticed meeting should contact Lorrie Bauer at (208) 735-7313 at least two days before the meeting. Si desea esta información en español, llame Leila Sanchez al (208)735-7287.*



DRAFT

MEETING MINUTES

October 10, 2016

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

Present:

Dan Brizee	URA Chairman
Neil Christensen	URA Secretary
Perri Gardner (via phone)	URA Member
Bob Richards	URA Member
Gary Garnand	URA Member
Brad Wills	URA Member

Absent: None

Dexter Ball

Also present:

Nathan Murray	City Economic Development Director
Jesse Schuerman	Urban Renewal Engineer
Lorrie Bauer	City Administrative Assistant
Brent Hyatt	City Assistant Finance Officer
Ryan Armbruster	URA Attorney, Elam & Burke
Meghan Conrad	Elam & Burke
Mitch Humble	City Deputy City Manager
Renee Carraway Johnson	City Zoning & Development Manager
Paul Johnson	CH2M
Ivan McCracken	JUB Engineers
Anthony Guho	Guho Corp.
Nick Guho	Guho Corp.
Mandi Roberts	Otak, Inc.
Scott Bartlett	Idaho Power
Chris Talkington	City Council

Agenda Item 1 - Call meeting to order.

Chairman Brizee called the meeting to order at 12:00 p.m. He asked staff if there were any changes to the agenda. Nathan Murray responded that he would like to add one item that would need a motion. The item was regarding the placement of a transformer on URA property by Idaho Power. Neil Christensen moved to approve the addition to the agenda and Bob Richards seconded the motion. A roll call vote showed that all board members present voted in favor of the motion. This agenda item was added after Agenda Item 5.

Chairman Brizee introduced the Agency's new legal counsel, Ryan Armbruster and Meghan Conrad.

Agenda Item 2 - Consent Agenda: a) Review and approval of minutes from the September 12, 2016 regular meeting and b) Review and approval of the October 2016 financial report.

Bob Richards moved to approve the minutes and financial report as submitted and Neil Christensen seconded the motion. Roll call vote showed that all board members present voted in favor of the motion.

Agenda Item 3 - Consideration of a request to approve Resolution 2016-5 to appoint Nathan Murray as the Executive Director for the Urban Renewal Agency of the City of Twin Falls.

Mitch Humble, Deputy City Manager representing the City of Twin Falls, clarified the agreement between the City and the Agency in that the City provides administrative services on behalf of the Agency by contract and appoints the Economic Development Director to the role of executive director for the Agency. Per the Agency's new legal counsel, a resolution was prepared for the Agency to accept the appointment of Nathan Murray as the Executive Director for the Urban Renewal Agency and grant him the authority to approve expenditures up to \$25,000.

Following discussion regarding spending authority, it was suggested to change the expenditure limit to \$5,000 and reevaluate at a later date.

Bob Richards moved to approve Resolution 2016-5 to appoint Nathan as the Executive Director of the URA after amending the expenditure amount from \$25,000 to \$5,000. Gary Garnand seconded the motion. Roll call vote showed that all board members present voted in favor of the motion.

Agenda Item 4 - Executive Director's Report.

Executive Director, Nathan Murray, updated the board on various interests to the agency as supplied with the board packet:

- 2nd Ave. Parking Lot: The City Council approved the special use permit and the deferral of permanent improvements with the condition that lighting will be installed. Staff has been exploring lighting possibilities and will be presented under another agenda item.
- Main Avenue Project: Guho Corp., the CM/GC, has been working on preconstruction tasks in order to keep the project moving forward. Tasks 1-3, in the amount of \$4,600, were for development of phasing and construction scheduling plans as well as attendance to project meetings and hearings. Tasks 4-6, in the amount of \$7500, were for development of basement options and review of related plans. Tasks 7-11 will be presented today under another agenda item.
- Downtown Housing: Interest remains high for downtown housing. Recently learned of a project that is in pre-planning stages along 3rd Ave. S and have been approached about the purchase of URA owned land for that development. Communications to continue.
- C3 Building/Manaus Parking: The C3 building was appraised and assessed to be \$2,260,000. The lease on the building tenant expires July 2020 and the lease on the parking lot expires December 2017. Communication is needed to try to link the expiration dates together. Recently, two separate entities communicated interest in and the possibility of purchasing the building.
- Consultant Tasks: As requested by the City Manager, Phil Kushlan documented a number of tasks (7) that he could complete on behalf of the agency over the next couple years. Individual tasks will be presented to the board, as needed, for approval.
- GemStone: As excavation on the site began, a lot of debris was found buried in the lot. The debris and unconsolidated fill would need to be taken care of before building construction could begin. The Owner estimates approximately 3500 cy of material needs to be removed and replaced with clean fill. The cost is estimated at 4101k. They are asking for help from the Agency. The Agency is under no legal obligation to help, but staff is assisting them to find options. Nothing toxic has been found.

Agenda Item 5 - Alleyway Utilities Progress Update.

Ivan McCracken of JUB announced the project went out to re-bid to the three contractors that were previously prequalified. Bids are expected to be returned by October 26th and will likely issue the notice to proceed in November. The final completion of this city project is expected to be the end of March. This 2.5 block project is for the underground dry utilities (Idaho Power, Intermountain Gas, Cable One, Century Link, Project Mutual Telephone) in the alley starting at Shoshone going towards Jerome. Repair and replace of the water main will take place after the dry utility portion is complete under a separate contract.

Agenda Item 6 - Consideration of a request to allocate \$7,600 to make lighting improvements to the new 2nd Avenue Parking Lot for downtown parking purposes.

Jesse Schuerman reiterated that the City Council approved the permit request with the condition that lighting be improved for safety reasons per city code. In working with the city electrician, the estimated cost is \$7,600. He displayed a diagram of the lot which showed two permanent lights towards the middle of the lot which would give the needed foot-candles for that space.

Brad Wills moved to allocate \$7,600 for the lighting improvements to the new 2nd Avenue Parking Lot for downtown parking purposes and Gary Garnand seconded the motion. Roll call vote showed that all board members present voted in favor of the motion.

Added Agenda Item – Consideration of a request to allow the Agency to enter into an easement agreement with Idaho Power to place a transformer on the Agency’s property.

Nathan Murray displayed a map of the intersection of Shoshone and 5th Avenue South. He pointed out the GemStone building site on the corner and where the initial location of the transformer was planned to be. Scott Bartlett, from Idaho Power, explained the planned location of the underground pad-mounted transformer was directly in the alley. This location would 1) cause blockage of a fire lane, and 2) locate the transformer above sewer and water lines that are already below the ground. The alternative location would be in one parking space in the existing URA parking lot at the site surrounded by parking barriers for protection. This alternative location would require the URA’s permission and the execution of an easement agreement in which Idaho Power would prepare and GemStone Climbing would incur the cost.

Brad Wills moved to authorize the Chairman to sign the easement to Idaho Power for the location of a pad mounted transformer and Bob Richards seconded the motion. Roll call vote showed that all board members present voted in favor of the motion.

Agenda Item 7 - Main Avenue Progress Update.

Owners Representative, Paul Johnson of CH2M, presented the monthly update that was supplied with the packet:

- If any remaining contingency money, maybe it could help to replace broken sidewalks adjacent to project area (Main Avenue to the 2nds);
- CM/GC Guho Corp. proposed 11 preconstruction service task orders in which Tasks 1 thru 6 have been approved and Tasks 7-11 will be presented later on this agenda.
 - o Block scheduling proposes beginning at Shoshone and Main Ave. next spring, then moving one block at a time, anticipating two months per block. Merchants seemed to prefer this schedule.
- Construction phase contract form of agreement is currently being reviewed and should be presented at the November board meeting.
- Estimates show to wall off and fill in the protruding basement under the Crowley building (Moose Hill & Twin Beans tenants) is more cost competitive. Further discussion is needed with the Owner.

- CH2M prepared a detailed cost control report showing all Area 4-1 projects and their budgets, expenditures to date, and cash flow from now through 2023 showing a positive surplus. Some level of borrowing would be required as was previously anticipated. This will be updated and presented monthly.
- Forecast services include 100% design submitted later this month by Otak with review to follow.
- Currently on schedule; Guho plans to begin construction/early demolition in February/March; block by block construction to begin in March/April and last for approximately 10 months.

Agenda Item 8 - Presentation regarding the basement support/infill estimates for the Crowley building (Moose Hill and Twin Beans) on Main Avenue.

Anthony Guho of Guho Corp. explained they reviewed the Crowley basement. The two options were explored and the infill option was more cost effective at approximately \$100,000. Following discussion, the board concluded the infill option was best. Nick Guho shared that in previous communication/visits Mr. Crowley expressed interest in basement waterproofing and that it sounded like he would be willing to participate due to it being a benefit as the property owner. Additional communication was recommended with Mr. Crowley regarding his participation and a detailed cost estimate was requested. This topic will be further discussed next month.

Agenda Item 9 - Consideration of a request to approve Preconstruction Tasks 7 through 11 for the Main Ave. Project by Guho Construction in the amount of \$131,111.08.

Paul Johnson explained the efficiency in the CMGC approach would allow the project to be delivered within the overall \$6-\$6.5m construction budget and the costs for the preconstruction tasks are considered a part of the construction budget.

Gary Garnand moved to accept and authorize the \$131,111.08 for preconstruction tasks. Perri Gardner seconded the motion. Roll call vote showed that all board members present voted in favor of the motion.

Agenda Item 10 - Public input and/or items from the Urban Renewal Agency Board or staff.

A question was directed to Councilman Talkington regarding the appearance of no action going on at the future city hall building. Talkington responded that Starr is working on the public safety facility first, then will move to city hall. Deputy City Manager, Mitch Humble, added the demolition was completed while there was good weather and the 100% drawings for city hall were recently finished. The city hall project will soon be going out for bids. He clarified that there are four projects that Starr Corp. is working on which included two at the police station, one at city hall, one at the commons. There is an agreement between the Agency and the City that once the plans are completed for the commons area, and accepted by both the Agency and the City, Starr Corp. will coordinate construction.

Agenda Item 11 - Adjournment to Executive Session:

- a. 74-206(1)(a) to consider hiring a public officer, employee, staff member or individual agent, wherein the respective qualities of individuals are to be evaluated in order to fill a particular vacancy or need.
- b. 74-206(1)(c) to acquire an interest in real property not owned by a public agency.

Chairman Brizee requested to adjourn to executive session. Neil Christensen moved to go into executive session and Gary Garnand seconded the motion. Roll call vote showed that all board members present voted in favor of the motion. Brizee announced the board will not be returning to open session.

Agenda Item 12 - Adjourn.

The meeting adjourned at 1:15 pm.

Next regular meeting: Monday, November 14, 2016 @ 12:00 pm.

Respectfully submitted,

Lorrie Bauer
Administrative Assistant

**Urban Renewal Agency of the City of Twin Falls, ID
P&L Over (Under) Budget - YTD**

October 2016

	Oct 16	Budget	\$ Over Budget	% of Budget
Ordinary Income/Expense				
Income				
Washington Fed. Bond Proceeds	0.00	5,099,861.00	-5,099,861.00	0.0%
Line of Credit Adv. - Clif Bar	424,199.32	606,000.00	-181,800.68	70.0%
Investment Income	2,416.64	9,500.00	-7,083.36	25.4%
Property Taxes	9,773.34	9,311,977.00	-9,302,203.66	0.1%
Rental Income	37,498.15	456,483.00	-418,984.85	8.2%
Total Income	473,887.45	15,483,821.00	-15,009,933.55	3.1%
Gross Profit	473,887.45	15,483,821.00	-15,009,933.55	3.1%
Expense				
RAA 4-1				
Main Ave.	19,823.56			
RAA 4-1 - Other	0.00	9,082,615.00	-9,082,615.00	0.0%
Total RAA 4-1	19,823.56	9,082,615.00	-9,062,791.44	0.2%
RAA 4-3 (Chobani)				
Debt Pay. (Chobani) Interest	0.00	1,418,992.00	-1,418,992.00	0.0%
Debt Pay. (Chobani) Principal	0.00	6,007,054.00	-6,007,054.00	0.0%
Total RAA 4-3 (Chobani)	0.00	7,426,046.00	-7,426,046.00	0.0%
RAA 4-4 (Clif Bar)	424,199.02	606,000.00	-181,800.98	70.0%
Bond Trustee Fees	0.00	5,000.00	-5,000.00	0.0%
Community Relations & Website	0.00	1,000.00	-1,000.00	0.0%
Debt Payments - Interest	0.00	877,158.00	-877,158.00	0.0%
Dues and Subscriptions	0.00	2,300.00	-2,300.00	0.0%
Insurance Expense	0.00	6,045.00	-6,045.00	0.0%
Legal Expense	326.46	30,000.00	-29,673.54	1.1%
Management Fee	0.00	198,000.00	-198,000.00	0.0%
Meeting Expense	274.99	3,500.00	-3,225.01	7.9%
Miscellaneous	0.00	2,500.00	-2,500.00	0.0%
Office Expense	0.00	600.00	-600.00	0.0%
Prof. Dev.\Training	0.00	2,500.00	-2,500.00	0.0%
Professional Fees	0.00	100,000.00	-100,000.00	0.0%
Property Tax Expense	0.00	37,750.00	-37,750.00	0.0%
Real Estate Exp. - Call Center	4,352.78			
Real Estate Exp. - Other	210.27	161,100.00	-160,889.73	0.1%
Real Estate Lease	0.00	72,000.00	-72,000.00	0.0%
Total Expense	449,187.08	18,614,114.00	-18,164,926.92	2.4%
Net Ordinary Income	24,700.37	-3,130,293.00	3,154,993.37	-0.8%
Other Income/Expense				
Other Income				
Transfers In	0.00	367,445.00	-367,445.00	0.0%
Transfers Out	0.00	-367,445.00	367,445.00	0.0%
Total Other Income	0.00	0.00	0.00	0.0%
Net Other Income	0.00	0.00	0.00	0.0%
Net Income	24,700.37	-3,130,293.00	3,154,993.37	-0.8%

Twin Falls Urban November Check List - 2016

<u>Check #</u>	<u>Date</u>	<u>Paid Amount</u>	<u>Name</u>	<u>Account</u>	<u>Fund</u>	<u>Memo</u>
3367	Void					
3368	10/10/2016	244,899.46	Stock Construction Services, Inc.	RAA 4-4 (Clif Bar)	Rev Alloc 4-4	AC #168 Construction Mgmt. Services
3369	10/10/2016	1,695.00	Keller Associates	RAA 4-4 (Clif Bar)	Rev Alloc 4-4	AC #169 Wastewater Pretreatment
3370	10/11/2016	925.24	JUB Engineers, Inc.	RAA 4-4 (Clif Bar)	Rev Alloc 4-4	AC #167 2014 Hankins Water Storage Tank
3371	10/11/2016	132.74	Great Harvest Bread Company	Meeting Expense	General	Lunch Meeting on 8/8/2016
3372	10/17/2016	174,249.21	Performance Systems Inc.	RAA 4-4 (Clif Bar)	Rev Alloc 4-4	AC #170 Hankins Water Storage Tank / App #13
3373	10/31/2016	1,865.11	JUB Engineers, Inc.	RAA 4-4 (Clif Bar)	Rev Alloc 4-4	AC #172 - Hankins Water Tank/#104125
3374	10/31/2016	565.00	Keller Associates	RAA 4-4 (Clif Bar)	Rev Alloc 4-4	AC #171 - Wastewater Facilities/#26
3375	11/07/2016	748.00	ACCO Engineered Systems	Real Estate Exp. - Call Center	Rental Fund	HVAC Preventative Maintenance - October / #67427
3376	11/07/2016	29,149.02	CH2M	Main Ave.	Rev Alloc 4-1	Owner's Representataive Services / #381082162
3377	11/07/2016	405.95	City of Twin Falls	Real Estate Exp. - Call Center	Rental Fund	Landscape Water - October
3378	11/07/2016	1,070.00	Commercial Property Maintenance	Real Estate Exp. - Call Center	Rental Fund	Landscape Maintenance - October / #2976
3379	11/07/2016	1,012.50	Elam & Burke	Legal Expense	General	Consultation & Review / #164475
3380	11/07/2016	10.03	Idaho Power	Real Estate Exp. - Other	Rev Alloc 4-1	Power - 122 4th Av S (Park)
3380	11/07/2016	253.50	Idaho Power	Real Estate Exp. - Call Center	Rental Fund	Power - 851 Pole Line Road
3381	11/07/2016	352.00	J & L Sweeping Service, Inc.	Real Estate Exp. - Call Center	Rental Fund	Property Maintenance - October / #26696
3382	11/07/2016	6,894.55	JUB Engineers, Inc.	Main Ave.	Rev Alloc 4-1	2015 Main Ave Utilities / #103951
3383	11/07/2016	450.00	K & G Property Management	Real Estate Exp. - Call Center	Rental Fund	Property Management - October / #3630
3384	11/07/2016	9,407.85	Kushlan Associates	Professional Fees	General	Interim Executive Director - September / #2016-7
3384	11/07/2016	1,108.75	Kushlan Associates	Legal Expense	General	Consultation & Review by Elam & Burke / #164422
3385	11/07/2016	47,820.65	Otak	Main Ave.	Rev Alloc 4-1	Streetscape & DT Commons / #91600474
3385	11/07/2016	25,808.09	Otak	Main Ave.	Rev Alloc 4-1	Streetscape & DT Commons / #101600312
3386	11/07/2016	105.04	Papa Kelsey's	Meeting Expense	General	Lunch - 10/10 Meeting
3387	11/07/2016	238.13	Personnel Plus	Downtown Development	Rev Alloc 4-1	GemStone - Site Excavation
3388	11/07/2016	28,625.85	Starr Corporation	Rogerson Building	Rev Alloc 4-1	Demolition for Rogerson Building - App. #5 and #6
3388	11/07/2016	3,175.63	Starr Corporation	Main Ave.	Rev Alloc 4-1	Demolition for Hansen St. - App. #5 and #6
3389	11/07/2016	600.00	Title Fact, Inc.	Main Ave.	Rev Alloc 4-1	Lot Book Reports
3390	11/07/2016	856.96	Quality Glass	Real Estate Exp. - Call Center	Rental Fund	Three Commercial Doors
3391	11/07/2016	850.00	Redevelopment Associates of Idaho	Dues and Subscriptions	General	Membership Dues - Fiscal 2017

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

	<u>Oct 16</u>
Ordinary Income/Expense	
Income	
Line of Credit Adv. - Clif Bar	424,199.32
Investment Income	2,416.64
Property Taxes	9,773.34
Rental Income	37,498.15
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Total Income	473,887.45
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Gross Profit	473,887.45
Expense	
RAA 4-1	
Main Ave.	19,823.56
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Total RAA 4-1	19,823.56
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RAA 4-4 (Clif Bar)	424,199.02
Legal Expense	326.46
Meeting Expense	274.99
Real Estate Exp. - Call Center	4,352.78
Real Estate Exp. - Other	210.27
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Total Expense	449,187.08
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Net Ordinary Income	24,700.37
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Net Income	24,700.37

Executive Directors Report
November 14, 2016

2nd Ave Parking Lot

Work was done on the parking lot to install light bases. Lights stands are on order and are anticipated to arrive in 8 weeks. An asphalt regrind has been placed on the lot. The chip seal will be applied in the spring when the oil supplier is producing again.

Gemstone

In order help offset the unanticipated cost resulting from the necessary removal of an old foundation and debris found at the site, the URA helped provide some equipment and labor to assist with transfer and dumping of materials. We worked with the City Water Department to loan a dump truck for a week, and we paid a part-time employee's wage to operate the vehicle. So far, our costs are \$238.13.

The project is operating a little behind schedule but they are preparing the footings and are proceeding with the scheduled work. Also, the agreement is in place for the location of the Idaho Power transformer that will service the building.

Main Avenue/Commons Plaza

Most of the Main Ave project info will be covered by Paul Johnson in the Owner's Representative Report, but I did want to mention that there has been some leaking in the Gate's Building from holes in the wall and roof created as a result of the Rogerson Building demolition. We have had Starr Corp out to patch these holes and we are working with an architect to provide a permanent weather proofing solution for the building.

There has also been some discussion as to the location of the restroom/equipment room for the Commons Plaza. After looking at various location options, and the costs associated with each, I'd recommend that we move forward with the original location and design of the facility at the rear of the Plaza.

C-3 Building/Manaus Parking

This past month we received two complaints from neighbors of the Manaus Parking lot associated with the C-3 Building. One was in regards to people racing cars in the parking lot late at night. As the lot is not needed right now by C-3, we decided to chain the entrance to the lot. We've also asked for regular patrols from police and security. The chain can be removed as needed.

The second complaint was the clogging of a storm drain within the parking lot. Since the contract stipulates that URA is required for maintaining the lot, there may be some costs associated with cleaning out the pipe and installing a gate on the drain pipe. I've asked the lot owner, who is an engineer, to take a look at the drain and give us a recommendation to resolve the issue.

Consultant Tasks

Prior to leaving, Phil Kushlan was asked by the City Manager to put forth a number of tasks that he might want to complete on behalf of the agency. As we've reviewed these tasks we'd like to have Mr. Kushlan develop a Property Management/Land Acquisition Policy on behalf of the agency and we'd like him to continue to help with the structure of property contracts as it relates to housing development within the downtown. I've spoken with Mr. Kushlan and he is willing to move forward with these services.

Twin Falls Urban Renewal Agency Main Avenue Redevelopment Project



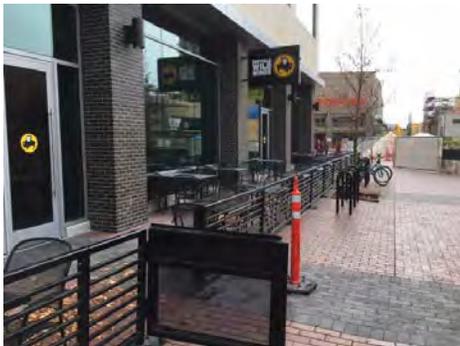
Meeting with building owner (Richard Crowley and his father) and Twin Beans Coffee owner (Paul Graff), to discuss proposed basement infill, 31OCT2016



Banner Advertising Brick Engraving, at Grove Plaza in Boise, ID, 25OCT2016



Brick Herringbone Pattern can Complicate Reading Names on Engraved Bricks (lesson learned from other project)



Merchant Zone with Attractive Metal Fencing for Outdoor Seating, Grove Plaza in Boise, ID, 25OCT2016



Tree Grate Considerations with Irrigation, Tree Grate support, Electrical Details, Grove Plaza, 25OCT2016



Project Banners at Construction Fencing, Grove Plaza, 25OCT2016

Prepared for:



Monthly Report for Board Meeting
November 14, 2016

Prepared by – Owner's Representative:



Monthly Project Progress Update

Prepared for URA Board Meeting on November 14, 2016

Main Avenue Redevelopment Project

Progress this Period, October 10 – November 9, 2016

CM/GC Selection, and Status of Contract

1. Construction Management/General Contracting (CM/GC) services for the Main Avenue Redevelopment Project.
 - a) See “Progress in Prior Periods” section for an update of progress to date.
 - b) Construction phase services will follow the pre-construction services based on the Guaranteed Maximum Price (GMP) that will be developed in February-March 2017.
 - c) The terms for the CM/GC Agreement have been under review by the URA’s legal counsel (Elam Burke) for review, by the URA Staff Attorney, and by CH2M as Owner’s Representative.
 - d) The plan is that the CM/GC Agreement will be submitted for URA’s approval at the Nov. 14, 2016 Board meeting.
 - e) After the GMP is prepared, then the construction contract cost and scope will be included in the CM/GC Agreement by amendment.
 - f) The overall CM/GC fee has been negotiated and discussed with URA Executive Director(s) (Phil Kushlan and Nathan Murray), with the URA Board Chair (Dan Brizee) and Subcommittee representative (Brad Wills), with the City Manager, and with the URA Staff Engineer (Jesse Schuerman) and all have indicated concurrence that the fee is appropriate based on CH2M’s recommendation. It is consistent with other CM/GC fees for streetscapes projects.

Design Progress

2. Otak submitted the Final Review Set – October 2016, through the week ending Nov. 4, 2016. The Final plans and specifications are now under review by the Owner’s representative (CH2M), the URA Staff Engineer, and the CM/GC (Guho).
3. Reviewers will submit design review comments to Otak in mid-November 2016.
4. Otak, Guho, CH2M, and URA Staff Engineer have begun weekly calls to discuss design details. Guho has been providing details helpful to Otak in preparing the Final Design set, such as paving and tree grate details, and basement closure details.
5. Otak will incorporate design review comments as appropriate, and will submit a Final “For Construction” set of drawings in December, 2016. Guho will then use the “For Construction” set to bid the work and assemble the GMP in the January through March 2017 timeframe.

Basement Issues

6. Met with Property Owner Richard Crowley to discuss closure of his basement section below the Main Ave. sidewalk, at Twin Beans Coffee, and Moose Hill tenant spaces. Mr. Crowley is in agreement that the basement should be walled-off at the property line and infilled. URA plans to pay for most of the cost. Potential cost sharing of the waterproofing and any asbestos or hazardous materials abatement is being discussed.

7. CH2M recommends that the URA and City explore licensing agreements with the property owners establishing the liability of continued basement encroachment under Main Ave. Cost sharing issues also need to be negotiated with property owners for items such as waterproofing, and infill at Mr. Crowley's property. The legal questions will need to involve further legal input, and discussions between the City, URA and property owners. This work can be done in parallel with the technical design completion and it should not affect construction work provided that the agreements can be in place by early 2017.

Possible Sidewalk Repair Project

8. CH2M has discussed the possible sidewalk repair project with Guho, per direction from URA. We plan to include an allowance within the GMP for sidewalk repairs to the extent they can be afforded within the URA's overall budget for the Main Ave. project. Then sidewalk repairs outside the immediate Main Ave. scope of work can be triggered on a priority basis during the course of construction.

General

9. CH2M met with or updated Phil Kushlan – Interim Director, and/or Nathan Murray – Executive Director, generally weekly to discuss progress and specific issues on the Main Avenue project, including updating the overall URA Area 4-1 budget.
10. CH2M outlined the master project schedule dates for CM/GC selection, design completion, and construction. These dates were reviewed by URA, City and Otak. The selected CM/GC will incorporate these key dates into a formal project schedule. The planned construction commencing in early 2017 with completion by late fall of 2017 continues to hold.
11. CH2M completed the Project Execution Plan (PxP) outlining the project delivery methodology for the Main Avenue Redevelopment project. CH2M incorporated the findings from the Project Delivery Workshop from May 10, 2016 and the June approval to move forward with CM/GC for project delivery, into a summary within the Project Execution Plan. The PxP was submitted to the URA on October 12, 2016 for project documentation purposes.

Progress in Prior Periods

CM/GC Selection Process

12. Construction Management/General Contracting (CM/GC) services for the Main Avenue Redevelopment Project.
 - RFQ was posted to City's website on June 30, 2016
 - Pre-Proposal Conference was held on July 21, 2016, with 6 firms attending
 - Proposals from 5 firms were received on July 28, 2016, including:
 - ESI
 - Beniton
 - Guho
 - McAlvain
 - Wright Brothers
 - The URA review team short-listed Guho and McAlvain due to their greater extent of specific experience with streetscape projects compared to the firms who were not short-listed. Notifications went out to the firms on August 15th.
 - Interviews with short-listed firms were held on August 30th.
 - Selection of a CM/GC for the project occurred at the URA Board meeting on September 12, 2016, with selection of Guho. Pre-construction phase services have now been

negotiated with Guho which will take place from September 2016 into March 2017. Construction phase services to follow beginning in early 2017 based on the Guaranteed Maximum Price (GMP) that will be developed.

13. Criteria for selection of a CM/GC was on the basis of qualifications. Criteria:
 - o Company Profile
 - o Construction Management/General Contracting Approach
 - o Previous Similar Experience of the Company
 - o Experience of Individuals Proposed for the Project
 - o Cost and Schedule Control
 - o Sample Project Documentation
 - o Project References

14. Interview Committee on August 30 2016 included representatives from Twin Falls URA (Dan Brizee – Board Chair, Phil Kushlan – Interim Executive Director, and Jesse Schuerman – URA Staff Engineer), City (Travis Rothweiler – City Manager), CH2M – Owner’s Rep (Paul Johnson and Dan Maffuccio), with final decision made by the URA. Refer to the accompanying staff recommendation concerning selection of Guho as the CM/GC for the project.
15. Selection of Guho as CM/GC for the Main Avenue project was approved by the URA Board on September 12, 2016.
16. Pre-construction phase services began by Guho for Tasks 1-6 which we felt needed to begin in September in order to prepare a block scheduling diagram for discussion at the Oct. 10th PAC meeting, and for additional tasks as outlined below.
17. Executive Director approved Tasks 1, 2, 3 on September 23, 2016 totaling \$4,636.53 which were under the \$5,000 approval threshold for the Executive Director. These tasks pertained to:
 1. Develop a block scheduling diagram; \$2,499.68
 2. Preparatory meeting to discuss block scheduling diagram with project team; \$374.97
 3. Attend PAC on Oct. 10 and discuss preliminary construction phasing approach with project team; \$1,761.88Subtotal of Tasks 1-3: \$4,636.53
18. URA Subcommittee approved Guho’s preconstruction Tasks 4, 5, 6 totaling \$7,528.56 which were under the \$15,000 approval threshold. This meeting was held on Friday, September 30, 2016. These tasks pertained to:
 4. Reimbursement for Guho’s attendance at Sept. 19 meeting with project team for 90% design review comments; 2 Guho staff; \$1,839.00
 5. Preliminary estimates of basement strengthening or closure, for Crowley property (Moose Hill and Twin Beans tenants); \$1,009.56
 6. Detailed review of 90% construction drawings; \$4,680.00Subtotal of Tasks 4-6: \$7,528.56

19. URA Board approved tasks 7-11 for \$131,111.08 at the Oct. 10 URA Board Meeting. These tasks pertain to:
 7. Meeting attendance by Guho staff (President, Project Manager, Public Relations, Assistant PM) during preconstruction phase, from Oct. 11, 2016 through March 31, 2017. If GMP is established sooner, this total will be less. \$37,740.72
 8. Develop Guaranteed Maximum Price (GMP) Estimate based on current 90% construction drawings; \$29,994.16

9. Develop detailed construction schedule and coordinate with business owners;
\$19,797.00
10. Work with Otak and project team on Value Engineering proposals to suggest alternative projects that meet functional requirements at a lower cost;
\$5,800.00
11. Bidding services to define subcontract scopes and develop the overall GMP;
\$37,779.20
Subtotal of Tasks 7-11: \$131,111.08
20. The total of all preconstruction tasks 1-11 is \$143,276.17. We do not anticipate additional cost for preconstruction services tasks by Guho. The URA will be billed for Guho's actual hours only within this limit.

Design Progress

21. CH2M reviewed Otak's 90% design submittal of the Main Avenue project, including Hansen St. South. Our comments were prepared by three Civil Engineers from CH2M familiar with roadway design. Our comments were provided to Otak on August 16, 2016. Follow-up comments to the electrical/utility design were submitted in mid-September, as that design was submitted later.
22. Design review comments from the URA, City and CH2M were discussed with Otak on Sept. 19, 2016.

Basement Issues

23. Otak conducted a structural review and field testing to evaluate the condition of the existing basement caps at three locations:
 - a) Wells Fargo Bank (SE Corner of Shoshone and Main)
 - b) Key Bank (NE Corner of Shoshone and Main)
 - c) Crowley Property under Moose Hill and Twin Beans Coffee tenant spaces (South side of Main Ave. just west of Hansen St.)
See above section for basement recommendations from Otak.
24. Previous recommendations from Otak based on cost and technical considerations were as follows:
 - a) Wall off and fill the basement at the Crowley property as it is not reinforced as heavily as the other basements at the banks appear to be.
 - b) Construct a new aesthetic sidewalk surface layer along Main Ave. for the Wells Fargo and Key Bank sidewalks, leaving the structural basement caps in place underneath, and providing bollards to inhibit heavy vehicles from accidentally or intentionally driving on the sidewalks with basements underneath. Provide necessary waterproofing of these areas between the structural and aesthetic caps, and along the exposed basement walls as construction work is underway.
25. Discussion of results from Guho's preconstruction services Task 5 concerning Crowley basement strengthening or infill cost opinions.

Possible Sidewalk Repair Project

26. CH2M and the URA Executive Director reviewed the deteriorating sidewalks located just outside the Main Avenue project limits, along the side streets (Fairfield, Gooding, Idaho, Hansen, Jerome) from Main Avenue extending to the Second Streets to the north and south of Main Ave. Our idea is that if there is unspent contingency in the Main Avenue Project, then toward the end of the project we can implement curb, gutter and sidewalk replacement along the priority areas.

Currently these sidewalks are at a minimum an eye-sore, and at a maximum a safety hazard, for pedestrians wishing to use them to access what will be a new Main Avenue. Guho has been advised and will be prepared to help the URA/City with this supplemental project if approved later by the URA and City.

Cost Control Report and Cash Flow

27. CH2M completed the format for the URA's Cost Control Report for Area 4-1 projects, including the anticipated cash flow from 2016 through 2013. This was reviewed by the URA Executive Director (Phil Kushlan) and Assistant City Finance Director (Brent Hyatt). The report will be updated monthly.

Project Governance

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

Project Delivery Workshop

29. Held Project Delivery Workshop on May 10 2016. See separate set of notes: Summary: Concurrence to pursue CM/GC for Main Ave. and basement work. Discussed project delivery options and possible ways to streamline construction and minimize disturbance to merchants.

TFURA Subcommittee Meetings

30. Held meeting with TFURA Construction Subcommittee on May 31 2016. See separate set of notes. Summary: Discussed path forward for basement capping or closure issues. Agreed to pursue RFQ for CM-GC selection for Main Ave. work. Approved several items for surveying completion regarding storm drainage; fire looping; minor expansion to Commons restroom; Title research concerning ownership of basement extensions; incorporation of Commons and Hansen St. North into the current CM-GC scope of work for City Hall; MOU to be drafted defining TFURA funding for Commons and Hansen North, and design team's services during construction.

Forecast Services, November – December, 2016

31. See items above for ongoing progress in selection of a CM/GC for the project. The CM/GC contract needs to be finalized.
32. Guho will begin to structure bid packages based on Otak's final design submittal.
33. Review 100% design submitted by Otak in late October 2016. Meet to review and discuss with Otak all comments to the 100% design from URA, City, CH2M.
34. CM/GC "Front End" contract and general conditions format review is ongoing and being coordinated with the legal representative of TFURA
35. Coordination with TFURA, City, property owners with input from Otak regarding basement capping or closure (ongoing)

36. Monthly updates to the Cost Control Report and Cash Flow model

Task 1C – Reporting and Services During Design Completion

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

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

Safety

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

Budget

Main Avenue Project

- The Main Avenue Project estimate is currently from \$6 to \$6.5 million for redevelopment of the 5 downtown blocks of Main Avenue, including Hansen St. South. (This estimate does not include redevelopment of Hansen St. North nor the Commons area.) This Main Avenue estimate is just within TFURA's preliminary budget for this work. There is an appropriate contingency for reasonable scope adjustments through design completion included within the value shown. A separate contingency for changes during construction is proposed, as well as allowances for indirect project costs. The more definitive cost control report has been developed by CH2M with input from the URA Executive Director and Assistant City Finance Director. It can be shared discussed in more detail with Board members upon request, but due to the potential sensitivity of some of the budget information such a report is typically not included in detail within CH2M's monthly reports.
- The Cost Control Report being developed with the TFURA Director designates a recommended percentage of contingency through final design and for possible changes during construction.
- If affordable within the GMP, we will include an allowance for replacement of priority sidewalk projects adjacent to the Main Ave. project, as discussed previously in this report.
- Items discussed with the Director in prior periods, with concurrence from the TFURA Construction Subcommittee, are recapped on previous reports.

Permitting and Design

- Otak has submitted the Final Review Set – October 2016, design package and provided the project team with plans and specifications which are being reviewed in November 2016.
- The Cost Estimate at 100% design is being developed by Otak for the project team's review. The estimate at 90% design showed the project as being at the upper end of the URA's budget for the project.
- Guho will be responsible for obtaining all necessary permits for construction; however Otak will be responsible for obtaining permits from the Idaho Transportation Department (ITD) for the planned work within ITD's right-of-Way at Shoshone and the "Seconds" streets.

Schedule and Milestones

The Master Project Schedule for the Main Avenue project has been developed by CH2M, and is consistent with the overall project timeline as directed by the URA with input from the City, as follows:

Completed Activities:

- RFQ Advertisements for CM/GC Services: June 30, and July 7, 2016
- RFQ Available (City of Twin Falls Website): June 30, 2016
- Pre-Proposal Meeting and Site Tour: July 21, 2016, 1:30 p.m.
- Final Date for Receipt of Questions from Proposers: July 22, 2016
- RFQ Responses from CM/GC's Due: July 28, 2016, 3:00 p.m.
- 90% Design Submittal by Otak: July 29, 2016
- URA Evaluation, Short-Listing of CM/GC's: July 28 – August 12, 2016
- Short-List and Interview Notification: August 15, 2016
- Firms' Criteria Responses and Interview Prep: August 15 – August 28, 2016
- Interviews with Short-Listed CM/GC Firms: August 29 – August 30, 2016
- URA Evaluation and Final Ranking of CM/GC's: August 30 – August 31, 2016
- City Review Comments to 90% Design: August 26, 2016
- Notification of Selection of CM/GC: September 12, 2016
- Approval of CM/GC's Pre-Con Services: September 23, 2016 – October 10, 2016
- "Final Review Set" Design Submittal by Otak: November 4, 2016

Ongoing Activities:

- Contract Negotiations with Selected CM/GC Firm: September 13 – November 9, 2016
- Review of Guho Contract (Legal and Scope): October 4 – November 9, 2016
- Final Design Review by CH2M, URA, City: November 7 – November 11, 2016
- All 5 blocks design finalized by Otak: Mid-December 2016
- CM/GC Contract Signed for Precon (GMP later): November 14, 2016
- Bidding Services by Guho: December 2016 – January 2017
- CM/GC GMP Amendment Signed: February 2017
- Construction Start: Late winter (Feb. or March) 2017
- Construction Substantially Complete: October 31, 2017
- Final Construction Completion: November 22, 2017 (for any final touch-up items not affecting use of the project)

The major phases of work are currently or have been planned and implemented as follows.

Design Phase

Final Design Completion by Otak: November – December 2016.

Final Design Review of all Comments from URA, CH2M, City: November 2016

Otak Coordination with ITD for work on Seconds and Shoshone: Ongoing in September 2016 with review and approval anticipated from ITD in December 2016

Main Avenue—All Five Blocks Finalized for Bidding: Mid-December 2016

Bid and Award Phase

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

Construction Phase

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

Construction Contracting

- This phase is pending.

Construction Progress

Main Avenue Redevelopment: Scheduled for 2017 as discussed above.

Rogerson Building: Demolition including debris removal was completed by Starr in June 2016. Backfill of the site with compacted earth fill was completed in August 2016.

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

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

CH2M discussed the limits of the Commons Plaza and City Hall renovation in the May 10th Project Delivery workshop to determine what elements of the streetscapes work should remain as part of the City Hall work and which should be part of the Main Avenue work, with regard to project oversight by a CM/GC or Owner's Representative. It is agreed by the City and TFURA that the Commons plaza, Hansen St. North, and sidewalks in front of City Hall will be incorporated by contract amendment into Starr's CM-GC contract. This work will be funded by TFURA. The City prepared an Inter-Agency Agreement that was signed by the City and TFURA in June 2016. The agreement outlines the terms of this plan.

Owner Furnished Materials and Equipment

The topic of potential advance purchasing of brick for the project is being discussed, versus leaving the brick as part of the forthcoming contractor's work to procure. Now that we have pursued a CM-GC for the Main Ave. work, we will seek the CM-GC's advice on advance purchase of the brick once the CM-GC is on board by this fall of 2016.

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

Employment and Economic Benefits

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



Date: November 14, 2016

To: Urban Renewal Agency of the City of Twin Falls

From: Nathan Murray, Director and
Paul Johnson, Owners Representative

Request:

Consideration of a request to approve a contract with Guho Construction to provide Construction Management and General Contractor Services to complete the build out of the Main Ave Project.

Background:

In July, 2016, the Twin Falls Urban Renewal Agency issued a Request for Proposal for Construction Management/General Contracting (CM/GC) services to complete construction of the Main Ave Project following completion of design and other pre-construction services. In September, 2016, following a vetting of qualifications and interviews, Guho construction was selected to provide CM/GC services. The terms for the CM/GC Agreement have been reviewed **by the URA's legal counsel (Elam Burke), by URA Staff, and by CH2M as Owner's Representative.**

The overall Main Avenue Project estimate is currently between \$6 and \$6.5 million. The overall CM/GC fee is a percentage of the overall cost and has been negotiated and discussed as part of a URA executive session, with the URA Board Chair (Dan Brizee) and Subcommittee representative (Brad Wills), with the City Manager, and with the URA Staff Engineer (Jesse Schuerman) and all have **indicated concurrence that the fee is appropriate based on CH2M's recommendation. It is consistent** with other CM/GC fees for streetscapes projects.

The plan is that the CM/GC Agreement will be approved by the URA at this, the Nov. 14, 2016, meeting. After the Guaranteed Maximum Price is prepared, then the construction contract cost and scope will be included in the CM/GC Agreement by amendment.

Approval Process:

Majority vote of the Board

Budget Impact:

Approximately \$6-6.5m

Conclusion:

Staff recommends that the TFURA board approve the contract with Guho.

Attachments:

Proposed general agreement between owner and construction manager.

ConsensusDocs® 500

STANDARD AGREEMENT AND GENERAL CONDITIONS BETWEEN OWNER AND CONSTRUCTION MANAGER (Where the CM is At-Risk)



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7. COMPENSATION AND GUARANTEED MAXIMUM PRICE
8. COST OF THE WORK
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10. PAYMENT
11. INDEMNITY, INSURANCE, AND BONDS
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13. DISPUTE MITIGATION AND RESOLUTION
14. MISCELLANEOUS
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ARTICLE 1 AGREEMENT

Job Number: 16-0101-054



This Agreement is made this 14th Day of November in the year 2016, by and between the

OWNER Twin Falls Urban Renewal Agency, an independent public body corporate and politic, authorized under the authority of Idaho Urban Renewal Law of 1965, Chapter 20, Title 50, Idaho Code, as amended, and the Local Economic Development Act, Chapter 20, Title 50, Idaho Code, as amended.

and the

CONSTRUCTION MANAGER Guho Corp

Tax identification number (TIN) 82-0464536
Contractor License No., Idaho Public Works Contractors License: PWC-C-12569-U-1-2-3
Idaho Construction Manager License No. 011938- Nick J. Guho

for services in connection with the following

PROJECT, Main Avenue Redevelopment Project
Main Avenue – Fairfield St. to Jerome St. and Hanson St. from Main Avenue East to 2nd St. South, adjacent sidewalks replacement.. The Works shall be performed consistent with the Idaho Standards for Public Works Construction 2015 Edition.

Notice to the Parties shall be given at the addresses set forth in Exhibit H: Supplementary Conditions

The Design Professional is Otak.

ARTICLE 2 GENERAL PROVISIONS

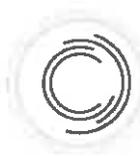
2.1 RELATIONSHIP OF PARTIES The Parties each agree to proceed with the Project on the basis of mutual trust, good faith and fair dealing.

2.1.1 The Construction Manager shall furnish construction administration and management services and use the Construction Manager's diligent efforts to perform the Work in an expeditious manner consistent with the Contract Documents. The Parties shall each endeavor to promote harmony and cooperation among all Project participants.

2.1.2 The Construction Manager represents that it is an independent contractor and that in its performance of the Work it shall act as an independent contractor.

2.1.3 Neither the Construction Manager nor any of its agents or employees shall act on behalf of or in the name of the Owner except as provided in this Agreement unless authorized in writing by the Owner's Representative.

2.1.4 The Parties shall perform their obligations with integrity, ensuring at a minimum that each: (a) avoids conflicts of interest and promptly discloses any to the other Party; and (b) warrants that it has not and shall not pay or receive any contingent fees or gratuities to or from the other Party, including its agents, officers and employees, subcontractors, subconsultants or others for whom they may be liable, to secure preferential treatment.



2.2 DESIGN PROFESSIONAL The Owner, through its Design Professional, shall provide all architectural and engineering design services necessary for the completion of the Work. The Construction Manager shall not be required to provide professional services which constitute the practice of architecture or engineering except as otherwise provided.

2.2.1 The Owner shall obtain from the Design Professional either a license for the Construction Manager and Subcontractors to use the design documents prepared by the Design Professional or ownership of the copyrights for such design documents, and shall indemnify and hold harmless the Construction Manager against any suits or claims of infringement of any copyrights or licenses arising out of the use of the design documents for the Project.

2.3 DEFINITIONS

2.3.1 "Agreement" means this ConsensusDocs 500 Standard Agreement and General Conditions Between Owner and Construction Manager, as modified, and exhibits and attachments made part of this agreement upon its execution.

2.3.1.1 The following attached exhibits are a part of this Agreement:

Exhibit A: CM/GC Preconstruction Services

TASK 1-3 dated September 21, 2016

TASK 4-6 dated September 21, 2016

TASK 7-11 dated September 28, 2016

Exhibit B: Pre Proposal Conference dated 7-21-16

Exhibit C: Owner's RFQ

Exhibit D: Construction Manager's Response to RFQ

Exhibit E: Drawings and Specifications: Main Street Improvements Phase 1 90% Review set dated July 2016.

Main Avenue and Hansen to South 90% Plans Utilities and Electrical

Main Avenue and Hansen to South 90% Specs Electrical AEI 2016-08-26

Main Avenue and Hansen to South 90% Specs Utilities J-U-B 2016-08-26

Final Review Set- October 2016

Exhibit F: Preliminary Quantities Estimate by Architect/Engineers dated August 8, 2016

Exhibit G: Twin Falls Avenue Basement Treatment Options Draft dated August 9, 2016

Exhibit H: Supplementary Conditions

2.3.2 "Business Day" means all Days, except weekends and official federal or state holidays where the Project is located.

2.3.3 A "Change Order" is a written order signed by the Owner and the Construction Manager after execution of this Agreement, indicating changes in the scope of the Work, the GMP and Date of Substantial Completion or Date of Final Completion, including substitutions proposed by the Construction Manager and accepted by the Owner.

2.3.4 The "Contract Documents" consist of this Agreement, the existing Contract Documents listed in section 0, drawings, specifications, addenda issued and acknowledged prior to execution of this Agreement, information furnished by the Owner pursuant to subsection 3.15.4, and modifications issued in accordance with this Agreement.

2.3.5 "Contract Time" is the period between the Date of Commencement and the Final Completion.

2.3.6 "Cost of the Work" means the costs and discounts specified in Article 0.

2.3.7 The "Construction Manager" is the person or entity identified in ARTICLE 1 and includes the Construction Manager's Representative.

2.3.8 "Date of Commencement" is as set forth in section 0.

2.3.9 "Day" means a calendar day.

2.3.10 "Defective Work" is any portion of the Work that that does not conform with the Contract Documents.

2.3.11 "Design Professional" means the licensed architect or engineer, and its consultants, retained by the Owner to perform design services for the Project.

2.3.12 "Final Completion" occurs on the date when the Construction Manager's obligations under this Agreement are complete and accepted by the Owner and final payment becomes due and payable. This date shall be confirmed by a Certificate of Final Completion signed by the Owner and the Construction Manager.

2.3.13 "Interim Directed Change" is a change to the Work directed by the Owner pursuant to section 0.

2.3.14 "Laws" mean federal, state, and local laws, ordinances, codes, rules, and regulations applicable to the Work with which the Construction Manager must comply that are enacted as of the Agreement date.

2.3.15 A "Material Supplier" is a person or entity retained by the Construction Manager to provide material and equipment for the Work.

2.3.16 "Others" means other contractors, material suppliers, and persons at the Worksite who are not employed by the Construction Manager, or Subcontractors.

2.3.17 "Overhead" means (a) payroll costs and other compensation of the Construction Manager's employees in the Construction Manager's principal and branch offices; (b) general and administrative expenses of the Construction Manager's principal and branch offices including charges against the Construction Manager for delinquent payments, and costs related to the correction of defective work; and (c) the Construction Manager's capital expenses, including interest on capital used for the Work.

2.3.18 "Owner" is the person or entity identified in ARTICLE 1 and includes the Owner's Representative.

2.3.19 The "Owner's Program" is an initial description of the Owner's objectives, including budgetary and time criteria, space requirements and relationships, flexibility and expandability requirements, special equipment and systems, site requirements, and any requirements for phased occupancy.

2.3.20 The "Parties" are collectively the Owner and the Construction Manager.

2.3.21 The "Project," as identified in ARTICLE 1, is the building, facility, or other improvements for which the Construction Manager is to perform Work under this Agreement. It may also include construction by the Owner or Others.



2.3.22 The "Schedule of the Work" is the document prepared by the Construction Manager that specifies the dates on which the Construction Manager plans to begin and complete various parts of the Work, including dates on which information and approvals are required from the Owner.

2.3.23 "Subcontractor" is a person or entity retained by the Construction Manager as an independent contractor to provide the labor, materials, equipment, or services necessary to complete a specific portion of the Work. The term Subcontractor does not include the Design Professional or Others.

2.3.24 "Substantial Completion" of the Work, or of a designated portion, occurs on the date when the Work is sufficiently complete in accordance with the Contract Documents so that the Owner may occupy or utilize the Work, or a designated portion, for the use for which it is intended, without unscheduled disruption. The issuance of a certificate of occupancy is not a prerequisite for Substantial Completion if the certificate of occupancy cannot be obtained due to factors beyond the Construction Manager's control. This date shall be confirmed by a certificate of Substantial Completion signed by the Owner and Construction Manager.

2.3.25 A "Subsubcontractor" is a person or entity who has an agreement with a Subcontractor or another Subsubcontractor to perform a portion of the Subcontractor's Work.

2.3.26 "Terrorism" means a violent act, or an act that is dangerous to human life, property, or infrastructure, that is committed by an individual or individuals and that appears to be part of an effort to coerce a civilian population or to influence the policy or affect the conduct of any government by coercion. Terrorism includes, but is not limited to, any act certified by the United States government as an act of terrorism pursuant to the Terrorism Risk Insurance Act, as amended.

2.3.27 "Work" means the construction and services necessary or incidental to fulfill the Construction Manager's obligations for the Project in conformance with this Agreement and the other Contract Documents. The Work may refer to the whole Project or only a part of the Project if work is also being performed by the Owner or Others.

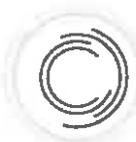
2.3.28 "Worksite" means the geographical area of the Project location as identified in ARTICLE 1 where the Work is to be performed.

ARTICLE 3 CONSTRUCTION MANAGER'S RESPONSIBILITIES

3.1 GENERAL RESPONSIBILITIES

3.1.1 The Construction Manager shall provide all labor, materials, equipment, and services necessary to complete the Work, all of which shall be provided in full accord with and reasonably inferable from the Contract Documents.

3.1.2 The Construction Manager shall be responsible for the supervision and coordination of the Work, including the construction means, methods, techniques, sequences, and procedures utilized, unless the Contract Documents give other specific instructions. In such case, the Construction Manager shall not be liable to the Owner for damages resulting from compliance with such instructions unless the Construction Manager recognized and failed to timely report to the Owner any error, inconsistency, omission, or unsafe practice that it discovered in the specified construction means, methods, techniques, sequences, or procedures.



3.1.3 The Construction Manager shall perform Work only within locations allowed by the Contract Documents, Laws, and applicable permits.

3.2 CONSTRUCTION PERSONNEL AND SUPERVISION

3.2.1 The Construction Manager shall provide competent supervision for the performance of the Work. Before commencing the Work, the Construction Manager shall notify the Owner in writing of the name and qualifications of its proposed superintendent(s) and project manager, so the Owner may review the individual's qualifications. If, for reasonable cause, the Owner refuses to approve the individual, or withdraws its approval after once giving it, the Construction Manager shall name a different superintendent for the Owner's review. Any disapproved superintendent shall not perform in that capacity thereafter at the Worksite.

3.2.2 The Construction Manager shall be responsible to the Owner for acts or omissions of Parties or entities performing portions of the Work for or on behalf of the Construction Manager or any of its Subcontractors.

3.2.3 The Construction Manager shall permit only fit and skilled persons to perform the Work. The Construction Manager shall enforce safety procedures, strict discipline and good order among persons performing the Work. If the Owner determines that a particular person does not follow safety procedures, or is unfit or unskilled for the assigned work, the Construction Manager shall immediately reassign the person on receipt of the Owner's written notice to do so.

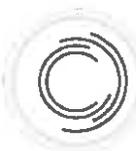
3.2.4 CONSTRUCTION MANAGER'S REPRESENTATIVE The Construction Manager's authorized representative is ANTHONY GUHO. The Construction Manager's Representative shall possess full authority to receive instructions from the Owner and to act on those instructions. If the Construction Manager changes its representative or their authority, the Construction Manager shall immediately notify the Owner in writing.

3.3 PRECONSTRUCTION SERVICES The Preconstruction Services under this section are included in the Construction Manager's work.

3.3.1 PRELIMINARY EVALUATION The Construction Manager shall provide a preliminary evaluation of the Owner's Program and report such findings to the Owner and the Design Professional.

3.3.2 CONSULTATION The Construction Manager shall schedule and attend regular meetings with the Owner and Design Professional. The Construction Manager shall consult with the Owner and Design Professional regarding site use and improvements and the selection of materials, building systems, and equipment. The Construction Manager shall provide recommendations on construction feasibility; actions designed to minimize adverse effects of labor or material shortages; time requirements for procurement, installation, and construction completion; and factors related to construction cost, including estimates of alternative designs or materials.

3.3.3 SCHEDULE OF THE WORK When Project requirements have been sufficiently identified, the Construction Manager shall prepare a preliminary Schedule of the Work for the Design Professional's review and the Owner's approval. The Construction Manager shall coordinate and integrate the Schedule of the Work with the services and activities of the Owner, Construction Manager, Design Professional, and the requirements of governmental entities. As design proceeds, the Construction Manager shall update the Schedule of the Work to indicate proposed activity sequences, durations, or milestone dates for such activities as receipt and approval of pertinent information, issuance of the drawings and specifications, the preparation and processing of shop



drawings and samples, delivery of materials or equipment requiring long-lead-time procurement, Owner's occupancy requirements and estimated date of Substantial Completion of the Project. If Schedule of the Work updates indicates that milestone dates contained in prior Schedules of the Work will not be met, the Construction Manager shall notify and make recommendations to the Owner. If the Project is to be completed in phases, the Construction Manager shall make recommendations to the Owner and Design Professional regarding the phased issuance of the drawings and specifications.

3.3.4 ESTIMATES

3.3.4.1 When Final Review Set drawings- October 2016 have been reviewed by the Design Professional, Owner, and Construction Manager, and approved by the Owner, the Construction Manager shall prepare a detailed estimate with supporting data for review by the Owner Representative and Design Professional and approved by the Owner. Upon completion of the drawings, the Construction Manager shall update this estimate.

3.3.5 CONSTRUCTION DOCUMENT REVIEW The Construction Manager shall review the drawings and specifications in an effort to identify potential constructability problems that could impact the Construction Manager's ability to perform the Work in an expeditious and economical manner. The Construction Manager shall issue a report to the Design Professional and Owner for their review and action as appropriate. In addition, the Construction Manager shall promptly report to the Owner and the Design Professional any errors or omissions which it discovers in the drawings and specifications.

3.3.6 TEMPORARY FACILITIES The Construction Manager shall make recommendations regarding temporary construction facilities, equipment, materials, and services for common use by the Construction Manager, its Subcontractors, Subsubcontractors, and Material Suppliers.

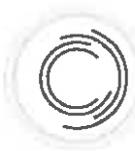
3.3.7 LONG-LEAD ITEMS The Construction Manager shall recommend to the Owner and Design Professional a schedule for procurement of long-lead-time items which will constitute part of the Work as required to meet the Schedule of the Work. The Construction Manager shall help expedite the delivery of long-lead-time items.

3.3.8 SOLICITATION OF SUBCONTRACTORS AND SUPPLIERS The Construction Manager shall seek to develop Subcontractor interest in the Project and shall furnish to the Owner and Design Professional a list of possible subcontractors from whom proposals may be requested for each principal portion of the Work. The Owner shall promptly reply in writing to the Construction Manager if the Owner or Design Professional know of any objection to a subcontractor. The Owner may designate specific persons or entities from whom the Construction Manager shall solicit bids. The Construction Manager shall comply with the bid solicitation requirements set forth in Idaho Code § 54-4511.

3.3.9 EQUAL EMPLOYMENT OPPORTUNITY AND AFFIRMATIVE ACTION The Construction Manager shall consult with the Owner regarding equal employment opportunity and affirmative action programs.

3.3.10 CONSULTANTS The Construction Manager shall assist the Owner in selecting, retaining and coordinating the professional services of a surveyor, testing laboratories, and special consultants as needed.

3.3.11 PERMITS The Construction Manager shall obtain building permits and special permits for permanent improvements. Design Professional, Otak, shall obtain ITD required permits.



3.3.12 OTHER PRECONSTRUCTION SERVICES The Construction Manager shall provide such other preconstruction services as are agreed upon by the Parties and identified in attached Exhibit A to this Agreement.

3.4 GUARANTEED MAXIMUM PRICE (GMP)

3.4.1 At such time as the Owner and Construction Manager agree the drawings and specifications are sufficiently complete, the Construction Manager shall follow Idaho code 54-4511 and prepare and submit to the Owner in writing a GMP. The GMP proposal shall include the sum of the estimated cost of the Work (Self Perform Work, Subcontractor Work, and Material Suppliers), the Construction Manager's Fee, the clarifications and assumptions upon which it is based, allowances, and reasonable contingencies, but shall not include compensation for Preconstruction Services. The Construction Manager does not guarantee any specific line item provided as part of the GMP, but agrees that it will be responsible for paying all costs of completing the Work which exceed the GMP, as adjusted in accordance with this Agreement.

3.4.2 BASIS OF GUARANTEED MAXIMUM PRICE The Construction Manager shall include with the GMP proposal a written statement of its basis, which shall include:

3.4.2.1 a list of the drawings and specifications, including all addenda, which were used in preparation of the GMP Proposal;

3.4.2.2 a list of allowances and a statement of their basis;

3.4.2.3 a list of the assumptions and clarifications made by the Construction Manager in the preparation of the GMP Proposal to supplement the information contained in the drawings and specifications;

3.4.2.4 the Date of Substantial Completion or the Date of Final Completion upon which the proposed GMP is based, and the Schedule of Work upon which the Date of Substantial Completion or the Date of Final Completion is based;

3.4.2.5 a schedule of applicable alternate prices; including additional sidewalk replacement.

3.4.2.6 a schedule of applicable unit prices;

3.4.2.7 GMP will include an agreed upon amount for General Conditions as a Lump Sum, allowances for permit cost, insurance cost, and bond cost, additional sidewalk replacement, and contingency.

3.4.2.8 A statement of any work to be self-performed by the Construction Manager.

3.4.2.9 A list of all bid packages and purchase orders the Construction Manager anticipates awarding.

3.4.2.10 A draft schedule of values in which the sum of all items equals the GMP.

3.4.2.11 Before establishment of a final GMP for overall project, portions of the GMP can be established and agreed upon to enable early procurement of items required for the project according to Idaho code 54-4511.



3.4.3. The Risk Contingency Account will be developed and agreed upon as part of the overall GMP. GMP includes the cost of a fully functional project as per reference drawings and specifications.

3.4.3.1 The Construction Manager may not use the Risk Contingency Account for items that are covered by the Construction Manager's Fee or defined as General Conditions. The Risk Contingency Account also may not be used for defective or nonconforming Subcontractor work, or trade damage.

3.4.3.2 The Construction Manager's use of the Risk Contingency Account is limited to the items to be developed and agreed upon as part of the GMP as set forth in section 3.4.3. and must be approved in writing in advance by the Owner, provided that in the event of a critical or emergency type situation, the Construction Manager determines that there is not time to obtain the Owner's prior written approval, the Construction Manager may use the Risk Contingency Account at its risk subject to subsequent concurrence by the Owner in writing.. The Construction Manager shall provide the Owner monthly updates on the use of the Risk Contingency Account. Any funds remaining in the Risk Contingency Account shall be returned to the Owner without the corresponding Construction Manager's Fee.

3.4.3. The Risk Contingency Account will not include the Construction Manager's Fee. The Construction Manager's Fee will be based on the overall GMP. If the overall project comes in less than the GMP, the difference of the remaining Construction Manager's Fee will be paid in full to the Construction Manager as an incentive to reduce the overall project cost.

3.4.4 The Construction Manager shall meet with the Owner and Design Professional to review the GMP. If the Owner or Design Professional discovers any inconsistencies, inaccuracies, or omissions in the information presented, they shall promptly notify the Construction Manager, who shall make appropriate adjustments to the GMP. The Owner shall then give prompt written approval of the GMP.

3.4.5 The Owner shall cause the Design Professional to revise the drawings and specifications to the extent necessary to reflect the clarifications, assumptions, and allowances on which the GMP is based. Revised drawings and specifications shall be furnished to the Construction Manager in accordance with the current Schedule of the Work, unless otherwise agreed by the Owner, Construction Manager, and Design Professional. The Construction Manager shall promptly notify the Owner and Design Professional if the revised drawings and specifications are inconsistent with the GMP's clarifications, assumptions, and allowances.

3.4.6 If the Contract Documents are not complete at the time the GMP proposal is submitted to the Owner, the Construction Manager shall provide in the GMP for further development of the Contract Documents. Such further development does not include changes in scope, systems, kinds and quality of materials, finishes, or equipment, all of which, if required, shall be incorporated by Change Document.

3.4.7 If this Agreement is executed prior to establishment of the Guaranteed Maximum Price and its acceptance by the Owner, then the GMP and its basis shall be set forth in Amendment 1.

3.4.8 Allowances shall include the costs of materials, supplies, and equipment delivered to the Worksite less applicable trade discounts and including requisite taxes, unloading and handling at the Worksite, and labor and installation, unless specifically stated otherwise. The Construction Manager's overhead and profit for the allowances shall be included in the GMP, but not in the allowances. The GMP shall be adjusted by Change Order to reflect the actual costs when they are greater than or less than the allowances.

3.4.9 FAILURE TO ACCEPT THE GMP PROPOSAL Unless the Owner accepts the GMP Proposal in writing on or before the date specified in the GMP Proposal for such acceptance and so notifies the Construction Manager, the GMP Proposal shall not be effective. If the Owner fails to accept the GMP Proposal, or rejects the GMP Proposal, the Owner shall have the right to:

3.4.9.1 suggest modifications to the GMP Proposal. If such modifications are accepted in writing by the Construction Manager, the GMP Proposal shall be deemed accepted in accordance with subsection 3.4.7;

3.4.9.2 direct the Construction Manager to proceed on the basis of reimbursement as provided in ARTICLE 0 and ARTICLE 0 without a GMP, in which case all references in this Agreement to the GMP shall not be applicable; or

3.4.9.3 terminate the Agreement for convenience in accordance with section 0. In the absence of a GMP the Parties may establish a Date of Substantial Completion or a Date of Final Completion.

3.4.10 PRE-GMP WORK Prior to the Owner's acceptance of the GMP Proposal, the Construction Manager shall not incur any cost to be reimbursed as part of the Cost of the Work, except as provided in this Agreement under Exhibit A or as the Owner may specifically authorize in writing.

3.5 COOPERATION WITH WORK OF OWNER AND OTHERS

3.5.1 The Owner may perform work at the Worksite directly or by Others. Any agreements with Others to perform construction or operations related to the Project shall include provisions pertaining to insurance, indemnification, waiver of subrogation, consequential damages, coordination, interference, clean up, and safety that are substantively the same as the corresponding provisions of this Agreement.

3.5.2 If the Owner elects to perform work at the Worksite directly or by Others, the Construction Manager and Owner shall coordinate the activities of all forces at the Worksite and agree upon fair and reasonable schedules and operational procedures for Worksite activities. The Owner shall require each separate contractor to cooperate with the Construction Manager and assist with the coordination of activities and the review of construction schedules and operations. The GMP or the Date of Substantial Completion or the Date of Final Completion shall be equitably adjusted, as mutually agreed by the Parties, for changes made necessary by the coordination of construction activities, and the Schedule of the Work shall be revised accordingly. The Construction Manager, the Owner, and Others shall adhere to the revised Schedule of the Work.

3.5.3 With regard to the work of the Owner and Others, the Construction Manager shall (a) proceed with the Work in a manner that does not hinder, delay, or interfere with the work of the Owner or Others or cause the work of the Owner or Others to become defective, (b) afford the Owner or Others reasonable access for introduction and storage of their materials and equipment and performance of their activities, and (c) coordinate the Construction Manager's Work with theirs.

3.5.4 Before proceeding with any portion of the Work affected by the construction or operations of the Owner or Others, the Construction Manager shall give the Owner prompt, written notification of any defects the Construction Manager discovers in their work which will prevent the proper execution of the Work. The Construction Manager's obligations in this subsection do not create a responsibility for the work of Owner or Others, but are for the purpose of

facilitating the Work. If the Construction Manager does not notify the Owner of defects interfering with the performance of the Work, the Construction Manager acknowledges that the work of the Owner or Others is not defective and is acceptable for the proper execution of the Work. Following receipt of written notice from the Construction Manager of defects, the Owner shall promptly inform the Construction Manager what action, if any, the Construction Manager shall take with regard to the defects.

3.6 CONSTRUCTION SERVICES AND ADMINISTRATION

- 3.6.1 Prior to commencing the Work, the Construction Manager shall examine and compare the drawings and specifications with information furnished by the Owner that are considered Contract Documents, relevant field measurements made by the Construction Manager, and any visible conditions at the Worksite affecting the Work.
- 3.6.2 Should, the Construction Manager discover any errors, omissions, or inconsistencies in the Contract Documents, the Construction Manager shall promptly report them to the Owner. It is recognized, however, that the Construction Manager is not acting in the capacity of a licensed design professional, and that the Construction Manager's examination is to facilitate construction and does not create an affirmative responsibility to detect errors, omissions, or inconsistencies or to ascertain compliance with applicable laws, building codes, or regulations. Following receipt of written notice from the Construction Manager of defects, the Owner shall promptly inform the Construction Manager what action, if any, the Construction Manager shall take with regard to the defects.
- 3.6.3 The Construction Manager shall have no liability for errors, omissions, or inconsistencies discovered under this section, unless the Construction Manager knowingly fails to report a recognized problem to the Owner.
- 3.6.4 The Construction Manager may be entitled to additional costs or time because of clarifications or instructions growing out of the Construction Manager's reports described in the three preceding subsections. Prior to establishment of the GMP additional tasks are preconstruction services and may be added to Exhibit A. After construction begins, additional costs or time because of clarifications or instructions growing out of the Construction Manager's reports, the Construction Manager shall use contingencies..
- 3.6.5 **COST REPORTING** The Construction Manager shall keep such full and detailed accounts as are necessary for proper financial management under this Agreement. The Construction Manager shall maintain a complete set of all books and records prepared or used by the Construction Manager with respect to the Project. The Construction Manager's records supporting its performance and billings under this Agreement shall be current, complete, and accurate and maintained according to Generally Accepted Accounting Principles. The Owner shall be afforded access to all of the Construction Manager's records, books, correspondence, instructions, drawings, receipts, vouchers, memoranda, and similar data relating to this Agreement. The Construction Manager shall preserve all such records for a period of three years after the final payment or longer where required by Law.

3.6.5.1 The Construction Manager agrees to use reasonable skill and judgment in the preparation of cost estimates and Schedule of the Work, but does not warrant or guarantee their accuracy.

3.7 MATERIALS FURNISHED BY THE OWNER OR OTHERS



- 3.7.1 If the Work includes installation of materials or equipment furnished by the Owner or Others, it shall be the responsibility of the Construction Manager to examine the items so provided and thereupon handle, store, and install the items, unless otherwise provided in the Contract Documents, with such skill and care as to provide a satisfactory and proper installation. Loss or damage due to acts or omissions of the Construction Manager shall be the responsibility of the Construction Manager and may be deducted from any amounts due or to become due the Construction Manager. Any defects discovered in such materials or equipment shall be reported at once to the Owner. Following receipt of written notice from the Construction Manager of defects, the Owner shall promptly inform the Construction Manager what action, if any, the Construction Manager shall take with regard to the defects.

3.8 TESTS AND INSPECTIONS

- 3.8.1 The Construction Manager shall schedule all required tests, approvals and inspections of the Work or portions thereof at appropriate times so as not to delay the progress of the Work or other work related to the Project. The Construction Manager shall give proper notice to all required Parties of such tests, approvals, and inspections. If feasible, the Owner and Others may timely observe the tests at the normal place of testing. Except as provided in subsection 3.8.3, the Owner shall bear all expenses associated with tests, inspections, and approvals required by the Contract Documents which, unless otherwise agreed to, shall be conducted by an independent testing laboratory or entity retained by the Owner. Unless otherwise required by the Contract Documents, required certificates of testing, approval, or inspection shall be secured by the Construction Manager and promptly delivered to the Owner.
- 3.8.2 If the Owner or appropriate authorities determine that tests, inspections, or approvals in addition to those required by the Contract Documents will be necessary, the Construction Manager shall arrange for the procedures and give timely notice to the Owner and Others who may observe the procedures. Costs of the additional tests, inspections, or approvals are at the Owner's expense except as provided in the subsection below.
- 3.8.3 If the procedures described in the two subsections immediately above indicate that portions of the Work fail to comply with the Contract Documents due to the negligence of the Construction Manager, the Construction Manager shall be responsible for costs of correction and retesting.

3.9 WORKMANSHIP

- 3.9.1 The Work shall be executed in accordance with the Contract Documents in a workmanlike manner. All materials used in the Work shall be furnished in sufficient quantities to facilitate the proper and expeditious execution of the Work and shall be new except such materials as may be expressly provided in the Contract Documents to be otherwise.

3.10 WARRANTY

- 3.10.1 The Construction Manager warrants that all materials and equipment furnished under the Construction Phase of this Agreement will be new unless otherwise specified, of good quality, in conformance with the Contract Documents, and free from defective workmanship and materials. At the Owner's request, the Construction Manager shall furnish satisfactory evidence of the quality and type of materials and equipment furnished. The Construction Manager further warrants that the Work shall be free from material defects not intrinsic in the design or materials required in the Contract Documents. The Construction Manager's warranty does not include remedies for defects or damages caused by normal wear and tear during normal usage, use for a purpose for which the Project was not intended, improper or



insufficient maintenance, modifications performed by the Owner or Others, or abuse. The Construction Manager's warranty shall commence on the Date of Substantial Completion of the Work, or of a designated portion.

- 3.10.2 With respect to any portion of Work first performed after Substantial Completion, the Construction Manager's warranty obligation shall be extended by the period of time between Substantial Completion and the actual performance of the later Work.
- 3.10.3 To the extent products, equipment, systems, or materials incorporated in the Work are specified and purchased by the Owner, they shall be covered exclusively by the warranty of the manufacturer. There are no warranties which extend beyond the description on the face of any such warranty.
- 3.10.4 The Construction Manager shall obtain from its Subcontractors and Material Suppliers any special or extended warranties required by the Contract Documents. All such warranties shall be listed as part of the total scope of work and GMP for URA in the addendum for the agreed GMP. Construction Manager's liability for such warranties shall be limited to the one-year correction period referred to in the section immediately below. After that period the Construction Manager shall provide reasonable assistance to the Owner in enforcing the obligations of Subcontractors or Material Suppliers for such extended warranties.

3.11 CORRECTION OF WORK WITHIN ONE YEAR

- 3.11.1 If prior to Substantial Completion or within one year after the date of Substantial Completion of the Work any Defective Work is found, the Owner shall promptly notify the Construction Manager in writing. Unless the Owner provides written acceptance of the condition, the Construction Manager shall promptly correct the Defective Work at its own cost and time and bear the expense of additional services required for correction of any Defective Work for which it is responsible. If within the one-year correction period the Owner discovers and does not promptly notify the Construction Manager or give the Construction Manager an opportunity to test or correct Defective Work as reasonably requested by the Construction Manager, the Owner waives the Construction Manager's obligation to correct that Defective Work as well as the Owner's right to claim a breach of the warranty with respect to that Defective Work.
- 3.11.2 With respect to any portion of Work first performed after Substantial Completion, the one-year correction period shall be extended by the period of time between Substantial Completion and the actual performance of the later Work. Correction periods shall not be extended by corrective work performed by the Construction Manager.
- 3.11.3 If the Construction Manager fails to correct Defective Work within a reasonable time after receipt of written notice from the Owner prior to final payment, the Owner may correct it in accordance with the Owner's right to carry out the Work. In such case, an appropriate Change Order shall be issued deducting the cost of correcting the Defective Work from payments then or thereafter due the Construction Manager. If payments then or thereafter due Construction Manager are not sufficient to cover such amounts, the Construction Manager shall pay the difference to the Owner.
- 3.11.4 The Construction Manager's obligations and liability, if any, with respect to any Defective Work discovered after the one-year correction period shall be determined by the Law. If, after the one-year correction period but before the applicable limitation period has expired, the Owner discovers any Work which the Owner considers Defective Work, the Owner shall, unless the Defective Work requires emergency correction, promptly notify the Construction



Manager and allow the Construction Manager an opportunity to correct the Work if the Construction Manager elects to do so. If the Construction Manager elects to correct the Work it shall provide written notice of such intent within fourteen (14) Days of its receipt of notice from the Owner and shall complete the correction of Work within a mutually agreed timeframe. If the Construction Manager does not elect to correct the Work, the Owner may have the Work corrected by itself or Others, and, if the Owner intends to seek recovery of those costs from the Construction Manager, the Owner shall promptly provide the Construction Manager with an accounting of the correction costs it incurs.

- 3.11.5 If the Construction Manager's correction or removal of Defective Work causes damage to or destroys other completed or partially completed work or existing building, the Construction Manager shall be responsible for the cost of correcting the destroyed or damaged property.
- 3.11.6 The one-year period for correction of Defective Work does not constitute a limitation period with respect to the enforcement of the Construction Manager's other obligations under the Contract Documents.
- 3.11.7 Prior to final payment, at the Owner's option and with the Construction Manager's agreement, the Owner may elect to accept Defective Work rather than require its removal and correction. In such cases the GMP shall be equitably adjusted for any diminution in the value of the Project caused by such Defective Work.

3.12 CORRECTION OF COVERED WORK

- 3.12.1 On request of the Owner, Work that has been covered without a requirement that it be inspected prior to being covered may be uncovered for the Owner's inspection. The Owner shall pay for the costs of uncovering and replacement if the Work proves to be in conformance with the Contract Documents, or if the defective condition was caused by the Owner or Others. If the uncovered Work proves to be defective, the Construction Manager shall pay the costs of uncovering and replacement.
- 3.12.2 If contrary to specific requirements in the Contract Documents or contrary to a specific request from the Owner, a portion of the Work is covered, the Owner, by written request, may require the Construction Manager to uncover the Work for the Owner's observation. In this circumstance the Work shall be replaced at the Construction Manager's expense and with no adjustment to the Dates of Substantial or Final Completion.

3.13 SAFETY OF PERSONS AND PROPERTY

- 3.13.1 **SAFETY PRECAUTIONS AND PROGRAMS** The Construction Manager shall have overall responsibility for safety precautions and programs in the performance of the Work. However, such obligation does not relieve Subcontractors of their responsibility for the safety of persons or property in the performance of their work, nor for compliance with Laws.
- 3.13.2 The Construction Manager shall seek to avoid injury, loss, or damage to persons or property by taking reasonable steps to protect: (a) its employees and other persons at the Worksite; (b) materials and equipment stored at onsite or offsite locations for use in the Work; and (c) property located at the Worksite and adjacent to Work areas, whether or not the property is part of the Worksite.
- 3.13.3 **CONSTRUCTION MANAGER'S SAFETY REPRESENTATIVE** The Construction Manager's Worksite Safety Representative is Corinne Guho, who shall act as the Construction



Manager's authorized safety representative with a duty to prevent accidents. If no individual is identified in this subsection, the safety representative shall be the Construction Manager's Representative. The Construction Manager shall report promptly in writing all recordable accidents and injuries occurring at the Worksite. When the Construction Manager is required to file an accident report with a public authority, the Construction Manager shall furnish a copy of the report to the Owner.

- 3.13.4 The Construction Manager shall provide the Owner with copies of all notices required of the Construction Manager by law or regulation. The Construction Manager's safety program shall comply with the requirements of governmental and quasi-governmental authorities having jurisdiction.
- 3.13.5 Damage or loss not insured under property insurance that may arise from the Work, to the extent caused by negligent acts or omissions of the Construction Manager, or anyone for whose acts the Construction Manager may be liable, shall be promptly remedied by the Construction Manager. With regard to damage or loss attributable to the acts or omissions of the Owner or Others and not to the Construction Manager, the Owner may either (a) promptly remedy the damage or loss; or (b) accept the damage or loss.
- 3.13.6 If the Owner deems any part of the Work or Worksite unsafe, the Owner, without assuming responsibility for the Construction Manager's safety program, may require the Construction Manager to stop performance of the Work or take corrective measures satisfactory to the Owner, or both. If the Construction Manager does not adopt corrective measures, the Owner may perform them and deduct their cost from the GMP. The Construction Manager agrees to make no claim for damages, or an increase in the GMP, or for a change in the Dates of Substantial or Final Completion based on the Construction Manager's compliance with the Owner's reasonable request.
- 3.13.7 Construction Manager will provide public access to businesses along Main Avenue and Hansen St. during the course of work. Construction areas will be taped off and/or barricaded to protect the public from adjacent construction work.
- 3.14 EMERGENCIES In an emergency affecting the safety of persons or property, the Construction Manager shall act in a reasonable manner to prevent threatened damage, injury, or loss. If appropriate, an equitable adjustment in GMP or Date of Substantial Completion or Date of Final Completion shall be determined as provided for in ARTICLE 0.

3.15 HAZARDOUS MATERIALS

- 3.15.1 A Hazardous Material is any substance or material identified now or in the future as hazardous under Laws or any other substance or material that may be considered hazardous or otherwise subject to statutory or regulatory requirement governing handling, disposal, or clean-up. The Construction Manager shall not be obligated to commence or continue work until any Hazardous Material discovered at the Worksite has been removed, rendered or determined to be harmless by the Owner as certified by an independent qualified testing laboratory, and approved by the appropriate governmental agency.
- 3.15.2 If after commencing the Work, Hazardous Material is discovered at the Worksite, the Construction Manager shall be entitled to immediately stop Work in the affected area. The Construction Manager shall promptly report the condition to the Owner, the Design Professional, and, if required, the governmental agency with jurisdiction.



- 3.15.3 The Construction Manager shall not be required to perform any Work relating to or in the area of Hazardous Material without written mutual agreement.
- 3.15.4 The Owner shall be responsible for retaining an independent qualified testing laboratory to determine the nature of the material encountered and whether the material requires corrective measures or remedial action. Such measures shall be the sole responsibility of the Owner, and shall be performed in a manner minimizing any adverse effect upon the Work. The Construction Manager shall resume Work in the area affected by any Hazardous Material only upon written agreement between the Parties after the Hazardous Material has been removed or rendered harmless and only after approval, if necessary, of the governmental agency with jurisdiction. Allowance of \$5,000 for the survey and remediation of suspect hazardous materials have been included in the Preconstruction Task 5 Estimate dated 10-26-2016 for the basement infill at 144 Main Ave located in front of Twin Beans Coffee and Moose Hill.
- 3.15.5 If the Construction Manager incurs additional costs or is delayed due to the presence or remediation of Hazardous Material, the Construction Manager shall be entitled to an equitable adjustment in the GMP or the Dates of Substantial or Final Completion.
- 3.15.6 To the extent permitted by section 0 and to the extent not caused by the negligent acts or omissions of the Construction Manager, its Subcontractors and Subsubcontractors, and the agents, officers, directors, and employees of each of them, the Owner shall indemnify, and hold harmless the Construction Manager, its Subcontractors and Subsubcontractors, and the agents, officers, directors, and employees of each of them, from and against any and all direct claims, damages, losses, costs, and expenses, including but not limited to reasonable attorneys' fees, costs, and expenses incurred in connection with any dispute resolution procedure arising out of or relating to the performance of the Work in any area affected by Hazardous Material. To the fullest extent permitted by law, such indemnification shall apply regardless of the fault, negligence, breach of warranty or contract, or strict liability of the Owner.
- 3.15.7 MATERIALS BROUGHT TO THE WORKSITE
- 3.15.7.1 Material Safety Data (MSD) sheets as required by law and pertaining to materials or substances used or consumed in the performance of the Work, whether obtained by the Construction Manager, Subcontractors, the Owner or Others, shall be maintained at the Worksite by the Construction Manager and made available to the Owner, Subcontractors, and Others.
- 3.15.7.2 The Construction Manager shall be responsible for the proper delivery, handling, application, storage, removal, and disposal of all materials and substances brought to the Worksite by the Construction Manager in accordance with the Contract Documents and used or consumed in the performance of the Work.
- 3.15.7.3 To the extent permitted under section 0 and to the extent not caused by the negligent acts or omissions of the Owner, its agents, officers, directors, and employees, the Construction Manager shall, indemnify and hold harmless the Owner, its agents, officers, directors, and employees, from and against claims, damages, losses, costs, and expenses, including but not limited to reasonable attorneys' fees, costs and expenses incurred in connection with any dispute resolution process, arising out of or relating to the delivery, handling, application, storage, removal, and disposal of all materials and substances brought to the Worksite by the Construction Manager in accordance with the Contract Documents.

3.15.7.4 This section shall survive the completion of the Work or any termination of this Agreement.

3.16 SUBMITTALS

- 3.16.1 The Construction Manager shall submit to the Owner and the Design Professional all shop drawings, samples, product data, and similar submittals required by the Contract Documents for review and approval. Submittals shall be submitted in electronic form if required in accordance with subsection 4.5.1. The Construction Manager shall be responsible for the accuracy and conformity of its submittals to the Contract Documents. At no additional cost, the Construction Manager shall prepare and deliver its submittals in such time and sequence so as not to delay the performance of the Work or the work of the Owner and Others. The Construction Manager's submittals shall identify in writing for each submittal all changes, deviations, or substitutions from the requirements of the Contract Documents. The review and approval of any Construction Manager submittal shall not be deemed to authorize changes, deviations, or substitutions from the requirements of the Contract Documents unless express written approval is obtained from the Owner specifically authorizing such deviation, substitution, or change. To the extent a change, deviation, or substitution causes an impact to the Contract Price or Contract Time, such approval shall be promptly memorialized in a Change Order. Neither the Design Professional nor Owner shall make any change, deviation, or substitution through the submittal process without specifically identifying and authorizing such deviation to the Construction Manager. If the Contract Documents do not contain submittal requirements pertaining to the Work, the Construction Manager agrees upon request to submit in a timely fashion to the Design Professional and the Owner for review any shop drawings, samples, product data, manufacturers' literature, or similar submittals as may reasonably be required by the Owner.
- 3.16.2 The Owner shall be responsible for review and approval of submittals with reasonable promptness to avoid causing delay. If submittals are not approved as a result of negligence or lack of plan or plan specification conformance, the Construction Manager shall be responsible to make necessary changes and resubmit with reasonable promptness to avoid causing delay.
- 3.16.3 The Construction Manager shall perform all Work strictly in accordance with approved submittals. Approval of shop drawings is not an authorization to perform changed work, unless the procedures of ARTICLE 0 are followed. Approval does not relieve the Construction Manager from responsibility for Defective Work resulting from errors or omissions on the approved shop drawings.
- 3.16.4 Record copies of the following, incorporating field changes and selections made during construction, shall be maintained at the Worksite and available to the Owner upon request: drawings, specifications, addenda and other modifications, and required submittals including product data, samples, and shop drawings.
- 3.16.5 No substitutions shall be made in the Work unless permitted in the Contract Documents and then only after the Construction Manager obtains approvals required under the Contract Documents for substitutions. All such substitutions shall be promptly memorialized in a Change Order no later than seven (7) Days following approval by the Owner and, if applicable, Design Professional provide for an adjustment in the Contract Price or Contract Time.



3.16.6 The Construction Manager shall prepare and submit electronically to the Owner and copy the Design Professional. final marked-up as-built drawings

3.17 DESIGN DELEGATION If the Contract Documents specifically require the Construction Manager to procure design services, the Owner shall specify all required performance and design criteria. The Construction Manager shall not be responsible for the adequacy of such performance and design criteria. As permitted by the laws, rules and regulations in the jurisdiction where the Project is located, the Construction Manager shall procure such services and any certifications necessary to satisfactorily complete the Work from a licensed design professional. The signature and seal of the Construction Manager's design professional shall appear on all drawings, calculations, specifications, certifications, shop drawings, and other submittals related to the Work designed or certified by the Construction Manager's design professional.

3.18 WORKSITE CONDITIONS

3.18.1 WORKSITE VISIT The Construction Manager acknowledges that it has visited, or has had the opportunity to visit, the Worksite to visually inspect the general and local conditions which could affect the Work.

3.18.2 CONCEALED OR UNKNOWN SITE CONDITIONS If the conditions encountered at the Worksite are (a) subsurface or other physical conditions materially different from those indicated in the Contract Documents, or (b) unusual and unknown physical conditions materially different from conditions ordinarily encountered and generally recognized as inherent in Work provided for in the Contract Documents, the Construction Manager shall stop affected Work after the condition is first observed and give prompt written notice of the condition to the Owner and the Design Professional. The Construction Manager shall not be required to perform any Work relating to the unknown condition without the written mutual agreement of the Parties. Any change in the GMP, estimated Cost of the Work, Construction Manager's Fee, Date of Substantial Completion or Date of Final Completion, and, if appropriate, the Compensation for Preconstruction Services as a result of the unknown condition shall be determined as provided in ARTICLE 0.

3.19 PERMITS AND TAXES

3.19.1 The Construction Manager shall give public authorities all notices required by law and except for the ITD required permits to be obtained by the Design Professional, Otak, as set forth in under 3.3.11 and 4.4, the Construction Manager shall obtain and pay for all necessary permits, licenses, and renewals pertaining to the Work.. The Construction Manager shall provide to the Owner copies of all notices, permits, licenses, and renewals required under this Agreement.

3.19.2 The Construction Manager shall pay all applicable taxes enacted when bids are received or negotiations concluded for the Work provided by the Construction Manager.

3.19.3 The GMP shall be adjusted for additional costs resulting from Laws enacted after the date of this Agreement, including taxes.

3.19.4 If, in accordance with the Owner's direction, the Construction Manager claims an exemption for taxes, the Owner shall indemnify and hold the Construction Manager harmless from any



liability, penalty, interest, fine, tax assessment, attorneys' fees, or other expense or cost incurred by the Construction Manager as a result of any such action.

3.20 CUTTING, FITTING, AND PATCHING

- 3.20.1 The Construction Manager shall perform cutting, fitting, and patching necessary to coordinate the various parts of the Work and to prepare its Work for the work of the Owner or Others.
- 3.20.2 Cutting, patching, or altering the work of the Owner or Others shall be done with the prior written approval of the Owner. Such approval shall not be unreasonably withheld.

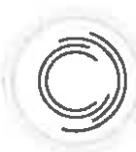
3.21 CLEANING UP

- 3.21.1 The Construction Manager shall regularly remove debris and waste materials at the Worksite resulting from the Work. Prior to discontinuing Work in an area, the Construction Manager shall clean the area and remove all rubbish and its construction equipment, tools, machinery, waste, and surplus materials. The Construction Manager shall minimize and confine dust and debris resulting from construction activities. At the completion of the Work, the Construction Manager shall remove from the Worksite all construction equipment, tools, surplus materials, waste materials, and debris.
- 3.21.2 If the Construction Manager fails to commence compliance with cleanup duties within two (2) Business Days after written notification from the Owner of non-compliance, the Owner may implement appropriate cleanup measures without further notice and the cost shall be deducted from any amounts due or to become due the Construction Manager in the next payment period.

3.22 ACCESS TO WORK The Construction Manager shall facilitate the access of the Owner, its Design Professional, and Others to Work in progress.

3.23 COMPLIANCE WITH LAWS The Construction Manager shall comply with all Laws at its own costs. The Construction Manager shall be liable to the Owner for all loss, cost, or expense attributable to any acts or omissions by the Construction Manager, its employees, subcontractors, and agents for failure to comply with Laws, including fines, penalties, or corrective measures. However, liability under this subsection shall not apply if notice to the Owner is given and advance approval by appropriate authorities, including the Owner, is received.

3.24 CONFIDENTIALITY Unless compelled by law, a governmental agency or authority, an order of a court of competent jurisdiction, or a validly issued subpoena, the Construction Manager shall treat as confidential and not disclose to third persons, except Subcontractors, Subsubcontractors, and as is necessary for the performance of the Work, or use for its own benefit, any of the Owner's confidential information, know-how, discoveries, production methods, and the like that may be disclosed to the Construction Manager or which the Construction Manager may acquire in connection with the Work. The Owner shall treat as confidential information all of the Construction Manager's estimating systems and historical and parameter cost data that may be disclosed to the Owner in connection with the performance of this Agreement. The Owner and the Construction Manager shall each specify those items to be treated as confidential and shall mark them as "Confidential." In the event of a legal compulsion or other order seeking disclosure of any Confidential Information, the Construction Manager or Owner, as the case may be, shall promptly notify the other party to permit that party's legal objection, if necessary.



ARTICLE 4 OWNER'S RESPONSIBILITIES

4.1 INFORMATION AND SERVICES Any information or services to be provided by the Owner shall be fulfilled with reasonable detail and in a timely manner.

FINANCIAL INFORMATION At the request of the Construction Manager, the Owner shall provide the Construction Manager with evidence of Project financing. The Construction Manager shall be notified prior to any material change in Project financing.

4.2 WORKSITE INFORMATION To the extent the Owner has obtained, or is required elsewhere in the Contract Documents to obtain, the following Worksite information, the Owner shall provide at the Owner's expense and with reasonable promptness:

- 4.2.1 information describing the physical characteristics of the Worksite, including surveys, Worksite evaluations, legal descriptions, data or drawings depicting existing conditions, subsurface conditions, and environmental studies, reports, and investigations. Legal descriptions shall include easements, title restrictions, boundaries, and zoning restrictions. Worksite descriptions shall include existing buildings and other construction and all other pertinent site conditions. Adjacent property descriptions shall include structures, streets, sidewalks, alleys, and other features relevant to the Work. Utility details shall include available services, lines at the Worksite and adjacent thereto, and connection points. The information shall include public and private information, subsurface information, grades, contours, and elevations, drainage data, exact locations and dimensions, and benchmarks that can be used by the Construction Manager in laying out the Work;
- 4.2.2 tests, inspections, and other reports dealing with environmental matters, Hazardous Material and other existing conditions, including structural, mechanical, and chemical tests, required by the Contract Documents or Laws; and
- 4.2.3 any other information or services requested in writing by the Construction Manager which are required for the Construction Manager's performance of the Work and under the Owner's control.

4.3 BUILDING PERMIT, FEES AND APPROVALS The permits and fees related to the Work are the responsibility of the Construction Manager, except pursuant to section 3.19.1 and 3.3.11, the Design Professional, Otak, shall obtain the ITD required permits.

4.4 MECHANICS AND CONSTRUCTION LIEN INFORMATION Within seven (7) Days after receiving the Construction Manager's written request, the Owner shall provide the Construction Manager with the information necessary to give notice of or enforce mechanics lien rights and, where applicable, stop notices. This information shall include the Owner's real property interests in the Worksite and the record legal title.

4.5 CONTRACT DOCUMENTS Unless otherwise specified, the Owner shall provide a reasonable number of hard copies of the Contract Documents to the Construction Manager without cost.

- 4.5.1 **ELECTRONIC DOCUMENTS** If the Owner requires that the Owner, Design Professional, and Construction Manager exchange documents and data in electronic or digital form, prior to any such exchange, the Owner, Design Professional and Construction Manager shall agree on a written protocol governing all exchanges in ConsensusDocs 200.2 or a separate addendum, which, at a minimum, shall specify: (a) the definition of documents and data to be accepted in electronic or digital form or to be transmitted electronically or digitally; (b) management and coordination responsibilities; (c) necessary equipment, software and services; (d) acceptable formats, transmission methods and verification procedures; (e) methods for maintaining version control; (f) privacy and security requirements; and (g) storage and retrieval requirements. Except as otherwise agreed to by the Parties in writing, the Parties shall each bear their own costs as identified in the protocol. In the absence of a written protocol, use of documents and data in electronic or digital form shall be at the sole risk of the recipient.
- 4.6 **OWNER'S REPRESENTATIVE** The Owner's Representative is CH2M Engineers Inc., 322 E. Front St., Suite 200, Boise, ID 83702, c/o Paul Johnson of CH2M's Boise, Idaho office, or other designee if approved by Owner in writing. The Owner's Representative shall be fully acquainted with the Project. The Owner's Representative shall be the first line of communication to the Owner (URA) from the Construction Manager; however, the Owner's Representative shall not have authority to bind the Owner in any matters requiring the Owner's approval, authorization, or written notice; the URA's Executive Director and /or URA Board shall have such authority. If the Owner changes its representative or the representative authority, the Owner shall immediately notify the Construction Manager in writing.
- 4.7 **OWNER'S CUTTING AND PATCHING** Cutting, patching, or altering the Work by the Owner or Others shall be done with the prior written approval of the Construction Manager, which approval shall not be unreasonably withheld.
- 4.8 **OWNER'S RIGHT TO CLEAN UP** In case of a dispute between the Construction Manager and Others with regard to respective responsibilities for cleaning up at the Worksite, the Owner may implement appropriate cleanup measures after two (2) Business Days' notice and allocate the cost among those responsible during the following pay period.
- 4.9 **COST OF CORRECTING DAMAGED OR DESTROYED WORK** With regard to damage or loss attributable to the acts or omissions of the Owner or Others and not to the Construction Manager, the Owner may either (a) promptly remedy the damage or loss or (b) accept the damage or loss. If the Construction Manager incurs additional costs or is delayed due to such loss or damage, the Construction Manager shall be entitled to an equitable adjustment in the GMP, estimated Cost of the Work, Construction Manager's Fee, Date of Substantial Completion or Date of Final Completion and, if appropriate, the Compensation for Preconstruction Services.

ARTICLE 5 SUBCONTRACTS

5.1 **SUBCONTRACTORS** The Work not performed by the Construction Manager with its own forces shall be performed by Subcontractors. All subcontracts shall be issued on a lump sum basis unless the Owner has given prior written approval of a different method of payment to the Subcontractor.



5.2 AWARD OF SUBCONTRACTS AND OTHER CONTRACTS FOR PORTIONS OF THE WORK

5.2.1 Promptly after the execution of the amendment incorporating the GMP, the Construction Manager shall provide the Owner, and, if directed, the Design Professional with a written list of the proposed subcontractors and significant Material Suppliers. If the Owner has a reasonable objection to any proposed subcontractor or material supplier, the Owner shall notify the Construction Manager in writing. Failure to promptly object shall constitute acceptance.

5.3 BINDING OF SUBCONTRACTORS AND MATERIAL SUPPLIERS The Construction Manager agrees to bind every Subcontractor and Material Supplier (and require every Subcontractor to so bind its subcontractors and material suppliers) to all the provisions of this Agreement and the Contract Documents as they apply to the Subcontractor's or Material Supplier's portions of the Work.

5.4 CONTINGENT ASSIGNMENT OF SUBCONTRACTS

5.4.1 If this Agreement is terminated, each subcontract and supply agreement shall be assigned by the Construction Manager to the Owner, subject to the prior rights of any surety, provided that:

5.4.1.1 this Agreement is terminated by the Owner pursuant to sections 0 or 0; and

5.4.1.2 the Owner accepts such assignment after termination by notifying the Subcontractor and Construction Manager in writing, and assumes all rights and obligations of the Construction Manager pursuant to each subcontract agreement.

5.4.2 If the Owner accepts such an assignment, and the Work has been suspended for more than thirty (30) consecutive Days, following termination, the Subcontractor's compensation shall be equitably adjusted as a result of the suspension.

ARTICLE 6 TIME

6.1 DATE OF COMMENCEMENT The Date of Commencement is the Agreement date in ARTICLE 1 unless otherwise set forth below: [____].

6.2 SUBSTANTIAL/FINAL COMPLETION Unless the Parties agree otherwise, the Date of Substantial Completion or the Date of Final Completion shall be established in Amendment 1 to this Agreement subject to adjustments as provided for in the Contract Documents. The Owner and the Construction Manager may agree not to establish such dates, or in the alternative, to establish one but not the other of the two dates. If such dates are not established upon the execution of this Agreement, at such time as GMP is accepted a Date of Substantial Completion or Date of Final Completion of the Work shall be established in Amendment 1. If a GMP is not established and the Parties desire to establish a Date of Substantial Completion or Date of Final Completion, it shall be set forth in Amendment 1. The dates for Substantial and Final Completion are subject to adjustments as provided for in the Contract Documents.

6.2.1 Time is of the essence for this Agreement.



6.2.2 Unless instructed by the Owner in writing, the Construction Manager shall not knowingly commence the Work before the effective date of insurance to be provided by the Construction Manager or the Owner as required by the Contract Documents.

6.3 SCHEDULE OF THE WORK

6.3.1 Before submitting the first application for payment, the Construction Manager shall submit to the Owner and, if directed, the Design Professional a Schedule of the Work showing the dates on which the Construction Manager plans to commence and complete various parts of the Work, including dates on which information and approvals are required from the Owner. The Construction Manager shall comply with the approved Schedule of the Work, unless directed by the Owner to do otherwise or the Construction Manager is otherwise entitled to an adjustment in the Contract Time. The Construction Manager shall update the Schedule of the Work on a monthly basis or at appropriate intervals as required by the conditions of the Work and the Project.

6.3.2 The Owner may determine the sequence in which the Work shall be performed, provided it does not unreasonably interfere with the approved project schedule. The Owner may require the Construction Manager to make reasonable changes in the sequence at any time during the performance of the Work in order to facilitate the performance of work by the Owner or Others. To the extent such changes increase the Construction Manager's costs or time, the GMP or the Dates of Substantial or Final Completion shall be equitably adjusted.

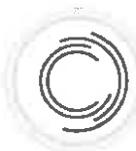
6.4 DELAYS AND EXTENSIONS OF TIME

6.4.1 If the Construction Manager is delayed at any time in the commencement or progress of the Work by any cause beyond the control of the Construction Manager, the Construction Manager shall be entitled to an equitable extension of the Date of Substantial Completion or Date of Final Completion. Examples of causes beyond the control of the Construction Manager include, but are not limited to, the following: (a) acts or omissions of the Owner, the Design Professional, or Others; (b) changes in the Work or the sequencing of the Work ordered by the Owner, or arising from decisions of the Owner that impact the time of performance of the Work; (c) encountering Hazardous Materials, or concealed or unknown conditions; (d) delay authorized by the Owner pending dispute resolution or suspension by the Owner under section 0; (e) transportation delays not reasonably foreseeable; (f) labor disputes not involving the Construction Manager; (g) general labor disputes impacting the Project but not specifically related to the Worksite; (h) fire; (i) Terrorism; (j) epidemics, (k) adverse governmental actions, (l) unavoidable accidents or circumstances; (m) adverse weather conditions not reasonably anticipated. The Construction Manager shall submit any requests for equitable extensions of Contract Time in accordance with the provisions of ARTICLE 0.

6.4.1.1 In addition, if the Construction Manager incurs additional costs as a result of a delay that is caused by items (a) through (d) immediately above, the Construction Manager shall be entitled to an equitable adjustment in the GMP subject to section 0.

6.5 NOTICE OF DELAYS If delays to the Work are encountered for any reason, the Construction Manager shall provide prompt written notice to the Owner of the cause of such delays after the Construction Manager first recognizes the delay. The Owner and the Construction Manager agree to take reasonable steps to mitigate the effect of such delays.

6.6 NOTICE OF DELAY CLAIMS If the Construction Manager requests an equitable extension of the Contract Time or an equitable adjustment in the Contract Price as a result of a delay described in the section above, the Construction Manager shall give the Owner written notice of the claim in



accordance with section 0. If the Construction Manager causes delay in the completion of the Work, the Owner shall be entitled to recover its additional costs subject to section 0. The Owner shall process any such claim against the Construction Manager in accordance with 0.

6.7 MONITORING PROGRESS AND COSTS Following acceptance by the Owner of the GMP, the Construction Manager shall establish a process for monitoring actual costs against the GMP and actual progress against the Schedule of Work. The Construction Manager will provide written reports to the Owner at intervals as agreed to by the Parties on the status of the Work, showing variances between actual costs and the GMP and actual progress as compared to the Schedule of Work, including estimates of future costs and recovery programs if actual progress indicates that the Dates of Substantial Completion or Final Completion may not be met.

6.8 LIQUIDATED DAMAGES

6.9 SUBSTANTIAL COMPLETION The Owner and the Construction Manager agree that this Agreement shall provide for the imposition of liquidated damages based on the Date of Substantial Completion.

6.9.1 The Construction Manager understands that if the Date of Substantial Completion established by this Agreement, as may be amended by subsequent Change Order, is not attained, the Owner will suffer damages which are difficult to determine and accurately specify. The Construction Manager agrees that if the Date of Substantial Completion is not attained, the Construction Manager shall pay the Owner ONE THOUSAND dollars (\$1,000) as liquidated damages and not as a penalty for each Day that Substantial Completion extends beyond the Date of Substantial Completion. The liquidated damages provided herein shall be in lieu of all liability for any and all extras costs, losses, expenses, claims, penalties, and any other damages of whatsoever nature incurred by the Owner which are occasioned by any delay in achieving the Date of Substantial Completion.

6.10 FINAL COMPLETION The Owner and the Construction Manager agree that this Agreement shall provide for the imposition of liquidated damages based on the Date of Final Completion.

6.10.1 The Construction Manager understands that if the Date of Final Completion established by this Agreement, as may be amended by subsequent Change Order is not attained, the Owner will suffer damages which are difficult to determine and accurately specify. The Construction Manager agrees that if the Date of Final Completion is not attained the Construction Manager shall pay the Owner ONE THOUSAND dollars (\$1,000) as liquidated damages and not as a penalty for each Day that Final Completion extends beyond the Date of Final Completion. The liquidated damages provided herein shall be in lieu of all liability for any and all extra costs, losses, expenses, claims, penalties, and any other damages of whatsoever nature incurred by the Owner which are occasioned by any delay in achieving the Date of Final Completion.

6.11 OTHER LIQUIDATED DAMAGES The Owner and the Construction Manager may agree upon the imposition of liquidated damages based on other project milestones or performance requirements. Such agreement shall be included as an exhibit to this Agreement.



6.12 LIMITED MUTUAL WAIVER OF CONSEQUENTIAL DAMAGES Except for damages mutually agreed upon by the Parties as liquidated damages in section 0 and excluding losses covered by insurance required by the Contract Documents, the Owner and the Construction Manager agree to waive all claims against each other for any consequential damages that may arise out of or relate to this Agreement. The Owner agrees to waive damages including but not limited to the Owner's loss of use of the Project, any rental expenses incurred, loss of income, profit or financing related to the Project, as well as the loss of business, loss of financing, loss of profits not related to this Project, loss of reputation, or insolvency. The Construction Manager agrees to waive damages including but not limited to loss of business, loss of financing, principal office overhead and expenses, loss of profits not related to this Project, loss of bonding capacity, loss of reputation, or insolvency. The provisions of this section shall also apply to the termination of this Agreement and shall survive such termination.

6.12.1 The Owner and the Construction Manager shall require similar waivers in contracts with Subcontractors and Others retained for the Project.

ARTICLE 7 COMPENSATION AND GUARANTEED MAXIMUM PRICE

7.1 The Owner shall compensate the Construction Manager for Work performed on the following basis:

7.1.1 the Cost of the Work as allowed in ARTICLE 0; and

7.1.2 the Construction Manager's Fee paid in proportion to the Work performed subject to adjustment as provided in section 7.4.

7.2 The compensation to be paid shall be limited to the GMP established in GMP Amendment 1, as the GMP may be adjusted under ARTICLE 0.

7.2.1 Payment for Work performed shall be as set forth in ARTICLE 0.

7.3 CONSTRUCTION MANAGER'S FEE Upon execution of a GMP Amendment, the Construction Manager's Fee for construction services shall be EIGHT AND ONE-HALF PERCENT (8.5%) of the GMP amount and is understood to include, certain taxes overhead and profit, subject to adjustment as provided in section 7.4

7.3.1 The Construction Manager's Fee shall be earned by the Construction Manager and paid by Owner ratably with each application for payment during the construction phase of the Work.

7.3.2 The Construction Manager's Fee shall cover the following:

7.3.2.1 All profit of the Construction Manager for the project.

7.3.2.2 All home office overhead expenses, including phone, facsimile, postage, internet service, and other incidental office expenses attributed to work on this Project that is not specifically identified in the General Conditions Work.

7.3.2.3 Other than retail sales tax, all taxes owed by the Construction Manager including City and State business and occupation tax.

7.4 ADJUSTMENT IN THE CONSTRUCTION MANAGER'S FEE Adjustment in the Construction Manager's Fee shall be made as follows.



- 7.4.1 for changes in the Work as provided in ARTICLE 9, resulting in an increase in the GMP the Construction Manager's Fee shall be adjusted by EIGHT AND ONE-HALF PERCENT (8.5%)..
- 7.4.2 for delays in the Work not caused by the Construction Manager, except as provided in section 0, there shall be an equitable adjustment in the Construction Manager's Fee to compensate the Construction Manager for increased expenses; and
- 7.4.3 if the Construction Manager is placed in charge of managing the replacement of an insured or uninsured loss, the Construction Manager shall be paid an additional fee in the same proportion that the Construction Manager's Fee bears to the estimated Cost of the Work for the replacement.

7.5 PRECONSTRUCTION SERVICES COMPENSATION The Construction Manager shall be compensated for Preconstruction Services as follows: Owner shall pay Construction Manager the not to exceed sum of One Hundred Forty Three Thousand, Two Hundred Seventy Six dollars and Seventeen cents (\$143,276.17) at the hourly rates set forth in section 8.2.2 for the preconstruction services and reimbursable costs identified in Exhibit A subject to additional services and other changes requiring an equitable adjustment.

ARTICLE 8 COST OF THE WORK

8.1 The Owner agrees to pay the Construction Manager for the Cost of the Work meaning those cost items that are directly related of the Project, necessarily and reasonably incurred by the Construction Manager in the proper performance of the Work, and specifically and expressly defined in this Article. Payment of Cost Items shall be in addition to the Construction Manger's Fee stipulated in section 7.3.

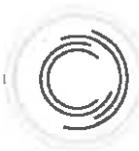
8.2 COST ITEMS

8.2.1 Wages paid for labor in the direct employ of the Construction Manager in the performance of the Work.

8.2.2 Salaries of the Construction Manager's employees when stationed at the field office, employees engaged on the road expediting the production or transportation of material and equipment, and the following employees working at both the field office and the principal office:

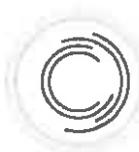
Sr. Project Manager- Nick Guho \$100.00 per hour
 Project Manager- Anthony Guho \$95.00 per hour
 Project Superintendent- Rob Cloninger \$88.00 per hour
 Estimator \$61.14 per hour
 Project Engineer/ Assistant PM or Public Relations \$54.98 per hour
 Per night Hotel Allowance \$125.00
 Travel \$0.54 per mile

8.2.3 Cost of all employee benefits and taxes, including but not limited to, workers' compensation, unemployment compensation, social security, health, welfare, retirement, and other fringe benefits as required by law, labor agreements, or paid under the Construction Manager's standard



personnel policy, insofar as such costs are paid to employees of the Construction Manager who are included in the Cost of the Work pursuant to subsections .1 and .2 immediately above.

- 8.2.4 Reasonable transportation, travel, hotel and moving expenses of the Construction Manager's personnel incurred in connection with the Work.
- 8.2.5 Cost of all materials, supplies and equipment incorporated in the Work, including costs of inspection and testing if not provided by the Owner, transportation, storage, and handling.
- 8.2.6 Payments made by the Construction Manager to Subcontractors for work performed under this Agreement.
- 8.2.7 Cost, including transportation and maintenance of all materials, supplies, equipment, temporary facilities and hand tools not owned by the workers that are used or consumed in the performance of the Work, less salvage value or residual value; and cost less salvage value on such items used, but not consumed that remain the property of the Construction Manager.
- 8.2.8 Rental charges of all necessary machinery and equipment, exclusive of hand tools owned by workers, used at the Worksite, whether rented from the Construction Manager or Others, including installation, repair and replacement, dismantling, removal, maintenance, transportation, and delivery costs. Rental from unrelated third parties shall be reimbursed at actual cost. Rentals from the Construction Manager or its affiliates, subsidiaries, or related parties shall be reimbursed at the prevailing rates in the locality of the Worksite up to eighty-five percent (85%) of the value of the piece of equipment.
- 8.2.9 Cost of the premiums for all insurance and surety bonds which the Construction Manager is required to procure or deems necessary, and approved by the Owner including any additional premium incurred as a result of any increase in the GMP.
- 8.2.10 Sales, use, gross receipts, or other taxes, tariffs, or duties related to the Work for which the Construction Manager is liable.
- 8.2.11 Permits, fees, licenses, tests, royalties, damages for infringement of patents or copyrights.
- 8.2.12 Losses, expenses, or damages to the extent not compensated by insurance or otherwise, and the cost of corrective work during the Construction Phase and for a one year period following the Date of Substantial Completion, provided that such losses, expenses, damages, or corrective work did not arise from the Construction Manager's negligence.
- 8.2.13 All costs associated with establishing, equipping, operating, maintaining, and demobilizing the field office.
- 8.2.14 Reproduction costs, photographs, facsimile transmissions, long-distance telephone calls, data processing costs and services, postage, express



delivery charges, data transmission, telephone service, and computer-related costs at the Worksite to the extent such items are used and consumed in the performance of the Work or are not capable of use after completion of the Work.

- 8.2.15 All water, power, and fuel costs necessary for the Work.
- 8.2.16 Cost of removal of all nonhazardous substances, debris, and waste materials.
- 8.2.17 Costs incurred due to an emergency affecting the safety of persons or property.
- 8.2.18 Legal, mediation, and arbitration fees and costs, other than those arising from disputes between the Owner and the Construction Manager, reasonably and properly resulting from the Construction Manager's performance of the Work.
- 8.2.19 All costs directly incurred in the performance of the Work or in connection with the Project, and not included in the Construction Manager's Fee as set forth in ARTICLE 0, which are reasonably inferable from the Contract Documents.

- 8.3 DISCOUNTS All discounts for prompt payment shall accrue to the Owner to the extent such payments are made directly by the Owner. To the extent payments are made with funds of the Construction Manager, all cash discounts shall accrue to the Construction Manager. All trade discounts, rebates, and refunds, and all returns from sale of surplus materials and equipment, shall be credited to the Cost of the Work.

ARTICLE 9 CHANGES

Changes in the Work that are within the general scope of this Agreement shall be accomplished, without invalidating this Agreement, by Change Order and Interim Directed Change.

9.1 CHANGE ORDER

9.1.1 The Construction Manager may request or the Owner may order changes in the Work or the timing or sequencing of the Work that impacts the GMP or the estimated Cost of the Work, Construction Manager's Fee, Date of Substantial Completion or Date of Final Completion and, if appropriate, the Compensation for Preconstruction Services. All such changes in the Work shall be formalized in a Change Order. Any such requests for changes in the Work shall be processed in accordance with this article.

9.1.2 For changes in the Work, the Owner and the Construction Manager shall negotiate an equitable adjustment to the GMP or the Date of Substantial Completion or Date of Final Completion in good faith and conclude negotiations as expeditiously as possible. Acceptance of the Change Order and any equitable adjustment in the GMP or Date of Substantial Completion or Date of Final Completion shall not be unreasonably withheld.



9.1.3 NO OBLIGATION TO PERFORM The Construction Manager shall not be obligated to perform changes in the Work that impact the GMP or the estimated Cost of the Work, Construction Manager's Fee, Date of Substantial Completion or Date of Final Completion until a Change Order has been executed or a written Interim Directed Change has been issued.

9.2 INTERIM DIRECTED CHANGES

9.2.1 The Owner may issue a written Interim Directed Change directing a change in the Work prior to reaching agreement with the Construction Manager on the adjustment, if any, in the GMP or the Date of Substantial Completion or Date of Final Completion.

9.2.2 The Owner and the Construction Manager shall negotiate expeditiously and in good faith for appropriate adjustments, as applicable, to the GMP or the Date of Substantial Completion or Date of Final Completion arising out of an Interim Directed Change. As the changed Work is performed, the Construction Manager shall submit its costs for such Work with its application for payment beginning with the next application for payment within thirty (30) Days of the issuance of the Interim Directed Change. If there is a dispute as to the cost to the Owner, the Owner shall pay the Construction Manager fifty percent (50%) of its estimated cost to perform the Work. In such event, the Parties reserve their rights as to the disputed amount, subject to the requirements of ARTICLE 0.

9.2.3 When the Owner and the Construction Manager agree upon the adjustments in the GMP or the Date of Substantial Completion or Date of Final Completion, for a change in the Work directed by an Interim Directed Change, such agreement shall be the subject of an appropriate Change Order. The Change Order shall include all outstanding Interim Directed Changes on which the Owner and Construction Manager have reached agreement on GMP or the Date of Substantial Completion or Date of Final Completion issued since the last Change Order.

9.3 DETERMINATION OF COST

9.3.1 An increase or decrease in the GMP or the Date of Substantial Completion or Date of Final Completion resulting from a change in the Work shall be determined by one or more of the following methods:

9.3.1.1 unit prices set forth in this Agreement or as subsequently agreed;

9.3.1.2 a mutually accepted, itemized lump sum;

9.3.1.3 costs calculated on a basis agreed upon by the Owner and Construction Manager EIGHT AND ONE-HALF PERCENT (8.5%);
or

9.3.1.4 if an increase or decrease cannot be agreed to as set forth in subsections .1 through .3 above, and the Owner issues an Interim Directed Change, the cost of the change in the Work shall be determined by the reasonable actual expense incurred and savings realized in the performance of the Work resulting from the change. If



there is a net increase in the GMP, the Construction Manager's Fee shall be adjusted accordingly. In case of a net decrease in the GMP, the Construction Manager's Fee shall not be adjusted unless ten percent (10%) or more of the Project is deleted. The Construction Manager shall maintain a documented, itemized accounting evidencing the expenses and savings.

9.3.2 If unit prices are set forth in the Contract Documents or are subsequently agreed to by the Parties, but the character or quantity of such unit items as originally contemplated is so different in a proposed Change Order that the original unit prices will cause substantial inequity to the Owner or the Construction Manager, such unit prices shall be equitably adjusted.

9.3.3 If the Owner and the Construction Manager disagree as to whether work required by the Owner is within the scope of the Work, the Construction Manager shall furnish the Owner with an estimate of the costs to perform the disputed work in accordance with the Owner's interpretations.

9.3.4 If the Owner issues a written order for the Construction Manager to proceed, the Construction Manager shall perform the disputed work and the Owner shall pay the Construction Manager fifty percent (50%) of its estimated cost to perform the work. In such event, both Parties reserve their rights as to whether the work was within the scope of the Work. The Owner's payment does not prejudice its right to be reimbursed should it be determined that the disputed work was within the scope of the Work. The Construction Manager's receipt of payment for the disputed work does not prejudice its right to receive full payment for the disputed work should it be determined that the disputed work is not within the scope of the Work.

9.4 CLAIMS FOR ADDITIONAL COST OR TIME Except as provided in subsection 0 and section 0 for any claim for an increase in the GMP or the Date of Substantial Completion or Date of Final Completion, the Construction Manager shall give the Owner written notice of the claim within fourteen (14) Days after the occurrence giving rise to the claim or within fourteen (14) Days after the Construction Manager first recognizes the condition giving rise to the claim, whichever is later. Owner's failure to so respond shall be deemed a denial of the Construction Manager's claim. Except in an emergency, notice shall be given before proceeding with the Work. Thereafter, the Construction Manager shall submit written documentation of its claim, including appropriate supporting documentation, within Thirty(30) Days after giving notice, unless the Parties mutually agree upon a longer period of time. No later than fourteen (14) Days after receipt, the Owner shall respond in writing denying or approving the claim. Owner's failure to so respond shall be deemed a denial of the claim. Any change in the GMP or the Date of Substantial Completion or Date of Final Completion resulting from such claim shall be authorized by Change Order.

9.5 CHANGES IN LAW Notwithstanding the Construction Manager's obligations to comply with all laws, if any changes in Laws, including taxes, which were not reasonably anticipated and then enacted after either the date of this Agreement or the date a GMP Proposal is accepted by the Owner and set forth in Amendment 1, whichever occurs later, the GMP, estimated Cost of the Work, and the Date of Substantial Completion or the Date of Final Completion shall be equitably adjusted by Change Order.

9.6 INCIDENTAL CHANGES The Owner may direct the Construction Manager to perform incidental changes in the Work, upon concurrence with the Construction Manager that such



changes do not involve adjustments in the Contract Price or the Contract Time. Incidental changes shall be consistent with the scope and intent of the Contract Documents. The Owner shall initiate an incidental change in the Work by issuing a written order to the Construction Manager. Such written notice shall be carried out promptly and is binding on the Parties.

ARTICLE 10 PAYMENT

10.1 SCHEDULE OF VALUES Within twenty-one (21) Days from the date of execution the GMP Amendment to the Agreement, the Construction Manager shall prepare and submit to the Owner and, if directed, the Design Professional a schedule of values apportioned to the various divisions or phases of the Work. Each line item contained in the schedule of values shall be assigned a value such that the total of all items shall equal the GMP.

10.2 PROGRESS PAYMENTS

10.2.1 APPLICATIONS The Construction Manager shall submit to the Owner a monthly application for payment no later than the last Day of the calendar month for the preceding thirty (30) Days. The Construction Manager's applications for payment shall be itemized and supported by the Construction Manager's schedule of values and any other substantiating data as required by this Agreement. Applications for payment shall include payment requests on account of properly authorized Change Orders or Interim Directed Changes. The Owner shall pay the amount otherwise due on any payment application, no later than thirty (30) Days after the Construction Manager has submitted a complete, as certified by the Owners Representative and URA, and accurate payment application, or such shorter time period as required by applicable state statute. The Owner may deduct from any progress payment amounts that may be retained pursuant to subsection 10.2.3.

10.2.2 STORED MATERIALS AND EQUIPMENT Unless otherwise provided in the contract documents, applications for payment may include materials and equipment not yet incorporated into the Work but delivered to and suitably stored onsite or offsite including applicable insurance, storage, and costs incurred transporting the materials to an offsite storage facility. Approval of payment applications for stored materials and equipment stored offsite shall be conditioned on a submission by the Construction Manager of bills of sale and proof of required insurance, or such other documentation satisfactory to the Owner to establish the proper valuation of the stored materials and equipment, the Owner's title to such materials and equipment, and to otherwise protect the Owner's interests therein, including transportation to the Worksite.

10.2.3 RETAINAGE During the Construction phase, from each progress payment made prior to Substantial Completion, the Owner may retain FIVE percent (5%), of the amount otherwise due after deduction of any amounts as provided in section 0, and in no event shall such percentage exceed any applicable statutory requirements. Subject to the Construction Manager's payment and performance bond requirements upon substantial completion of any phase of the Work, where phase of the Work is defined as no less than one (1) block face (along Main Avenue from side street to side street, or the full section of Hansen St. South to South 2nd Street) where construction is complete and accepted by the Owner,



Construction Manager shall be entitled to payment for the withheld retainage attributable to the phase(s) of the Work attaining Substantial Completion.

10.3 ADJUSTMENT OF CONSTRUCTION MANAGER'S PAYMENT APPLICATION The Owner may adjust or reject a payment application or nullify a previously approved payment application, in whole or in part, as may reasonably be necessary to protect the Owner from loss or damage based upon the following, to the extent that the Construction Manager is responsible under this Agreement:

10.3.1 the Construction Manager's repeated failure to perform the Work as required by the Contract Documents;

10.3.2 except as accepted by the insurer providing builders risk or other property insurance covering the project, loss or damage arising out of or relating to this Agreement and caused by the Construction Manager to the Owner or Others to whom the Owner may be liable;

10.3.3 the Construction Manager's failure to properly pay Subcontractors and Material Suppliers following receipt of such payment from the Owner;

10.3.4 Defective Work not corrected in a timely fashion;

10.3.5 reasonable evidence of delay in performance of the Work such that the Work will not be completed by the Dates of Substantial or Final Completion;

10.3.6 reasonable evidence demonstrating that the unpaid balance of the GMP is insufficient to fund the cost to complete the Work; and

10.3.7 uninsured third-party claims involving the Construction Manager or reasonable evidence demonstrating that third-party claims are likely to be filed unless and until the Construction Manager furnishes the Owner with adequate security in the form of a surety bond, letter of credit, or other collateral or commitment sufficient to discharge such claims if established.

10.3.8 No later than seven (7) Days after receipt of an application for payment, the Owner shall give written notice to the Construction Manager, at the time of disapproving or nullifying all or part of an application for payment, stating its specific reasons for such disapproval or nullification, and the remedial actions to be taken by the Construction Manager in order to receive payment. When the above reasons for disapproving or nullifying an application for payment are removed, payment will be promptly made for the amount previously withheld.

10.4 ACCEPTANCE OF WORK Neither the Owner's payment of progress payments nor its partial or full use or occupancy of the Project constitutes acceptance of Work not complying with the Contract Documents.

10.5 PAYMENT DELAY If for any reason not the fault of the Construction Manager the Construction Manager does not receive a progress payment from the Owner within seven (7) Days after the time such payment is due, then the Construction Manager, upon giving seven (7) Days' written notice to the Owner, and without prejudice to and in addition to any other legal remedies, may stop Work until payment of the full amount owing to the Construction Manager has been received, including interest for late payment. The GMP and Dates of



Substantial or Final Completion shall be equitably adjusted by a Change Order for reasonable cost and delay resulting from shutdown, delay, and start-up.

10.6 SUBSTANTIAL COMPLETION

10.6.1 The Construction Manager shall notify the Owner and Owner's Representative when it considers Substantial Completion of the Work or a designated portion to have been achieved. The Owner, with the assistance of its Owner's Representative, shall promptly conduct an inspection to determine whether the Work or designated portion can be occupied or used for its intended use by the Owner without excessive interference in completing any remaining unfinished Work. If the Owner determines that the Work or designated portion has not reached Substantial Completion, the Owner, with the assistance of its Owner's Representative, shall promptly compile a list of items to be completed or corrected so the Owner may occupy or use the Work or designated portion for its intended use. The Construction Manager shall promptly complete all items on the list.

10.6.2 When Substantial Completion of the Work or a designated portion is achieved, the Construction Manager shall prepare a Certificate of Substantial Completion establishing the date of Substantial Completion and the respective responsibilities of the Owner and Construction Manager for interim items such as security, maintenance, utilities, insurance, and damage to the Work, and fixing the time for completion of all items on the list accompanying the Certificate. The Certificate of Substantial Completion shall be submitted by the Construction Manager to the Owner and, if directed, to the Design Professional for written acceptance of responsibilities assigned in the Certificate of Substantial Completion.

10.6.3 Unless otherwise provided in the Certificate of Substantial Completion, warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or a designated portion. Upon the Owner's written acceptance of the Certificate of Substantial Completion, the Owner shall pay to the Construction Manager the remaining retainage held by the Owner for the work described in the Certificate of Substantial Completion less a sum equal to two hundred percent (200%) of the estimated cost of completing or correcting remaining items on that part of the work, as agreed by the Owner and Construction Manager as necessary to achieve final completion. Uncompleted items shall be completed by the Construction Manager in a mutually agreed upon timeframe. The Owner shall pay the Construction Managers monthly the amount retained for the unfinished items as each item is completed.

10.7 PARTIAL OCCUPANCY OR USE

10.7.1 The Owner may occupy or use completed or partially completed portions of the Work when (a) the portion of the Work is designated in a Certificate of Substantial Completion, (b) appropriate insurer(s) consent to the occupancy or use, and (c) public authorities authorize the occupancy or use. The Construction Manager shall not unreasonably withhold consent to partial occupancy or use. The Owner shall not unreasonably refuse to accept partial occupancy.

10.8 FINAL COMPLETION AND FINAL PAYMENT



10.8.1 Upon notification from the Construction Manager that the Work is complete and ready for final inspection and acceptance, the Owner, with the assistance of its Design Professional shall promptly conduct an inspection to determine if the Work has been completed and is acceptable under the Contract Documents.

10.8.2 When the Work is complete, the Construction Manager shall prepare for the Owner's written acceptance a final application for payment stating that to the best of the Construction Manager's knowledge, and based on the Owner's inspections, the Work has reached Final Completion in accordance with the Contract Documents.

10.8.3 Final payment of the balance of the GMP and the retainage held by the Owner for the Work shall be made to the Construction Manager within thirty (30) Days after the Construction Manager has submitted an application for final payment, including submissions required under subsection 0, and a Certificate of Final Completion has been executed by the Owner and Construction Manager. The GMP will be adjusted to credit back any unused Allowances or Contingency amounts. The Construction Manager's Fee will be paid in full on the original project value and will not be reduced for unused Allowances, Contingency, or Value Engineering Credits incorporated in the project reference section 3.4.4.4.

10.8.4 Final payment shall be due on the Construction Manager's submission of the following to the Owner:

10.8.4.1 an affidavit declaring any indebtedness connected with the Work, e.g. payrolls or invoices for materials or equipment, to have been paid, satisfied, or to be paid with the proceeds of final payment, so as not to encumber the Owner's property;

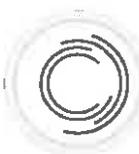
10.8.4.2 as-built drawings, manuals, copies of warranties, and all other close-out documents required by the Contract Documents;

10.8.4.3 release of any liens, conditioned on final payment being received;

10.8.4.4 consent of any surety; and

10.8.4.5 any outstanding known and unreported accidents or injuries experienced by the Construction Manager or its Subcontractors at the Worksite.

10.8.5 If, after Substantial Completion of the Work, the Final Completion of a portion of the Work is materially delayed through no fault of the Construction Manager, the Owner shall pay the balance due for portion(s) of the Work fully completed and accepted. If the remaining contract balance for Work not fully completed and accepted is less than the retained amount prior to payment, the Construction Manager shall submit to the Owner and, if directed, the Design Professional the written consent of any surety to payment of the balance due for portions of the Work that are fully completed and accepted. Such payment shall not constitute a waiver of claims, but otherwise shall be governed by section 0.



10.8.6 Claims not reserved in writing with the making of final payment shall be waived except for claims relating to liens or similar encumbrances, warranties, Defective Work, and latent defects.

10.9 ACCEPTANCE OF FINAL PAYMENT Unless the Construction Manager provides written identification of unsettled claims with an application for final payment, its acceptance of final payment constitutes a waiver of such claims.

10.10 LATE PAYMENT Payments due but unpaid shall bear interest from the date payment is due at the prime rate as published in the Wall Street Journal.

ARTICLE 11 INDEMNITY, INSURANCE, AND BONDS

11.1 INDEMNITY

11.1.1 To the fullest extent permitted by law, the Construction Manager shall indemnify and hold harmless the Owner, Owner's officers, directors, members, consultants, agents, and employees, the Design Professional, CH2M Hill Engineers Inc., and Others (the Indemnitees) from all claims for bodily injury and property damage, other than to the Work itself and other property insured, including reasonable attorneys' fees, costs, and expenses, that may arise from the performance of the Work, but only to the extent caused by the negligent acts or omissions of the Construction Manager, Subcontractors, or anyone employed directly or indirectly by any of them or by anyone for whose acts any of them may be liable. The Construction Manager shall be entitled to reimbursement of any defense costs paid above the Construction Manager's percentage of liability for the underlying claim to the extent provided for by the subsection below.

11.1.2 To the fullest extent permitted by law, the Owner shall indemnify and hold harmless the Construction Manager, its officers, directors, members, consultants, agents, and employees, Subcontractors, or anyone employed directly or indirectly by any of them or anyone for whose acts any of them may be liable from all claims for bodily injury and property damage, other than property insured, including reasonable attorneys' fees, costs and expenses, that may arise from the performance of work by the Owner, the Design Professional, or Others, but only to the extent caused by the negligent acts or omissions by the Owner, the Design Professional, or Others. The Owner shall be entitled to reimbursement of any defense costs paid above the Owner's percentage of liability for the underlying claim to the extent provided for by the subsection above.

11.2 INSURANCE

11.2.1 Before commencing the Work and as a condition precedent to payment, the Construction Manager shall procure and maintain in force Workers' Compensation Insurance, Employers' Liability Insurance, Business Automobile Liability Insurance, and Commercial General Liability Insurance (CGL). Construction Manager shall furnish Owner with a copy of the Acord certificate(s) evidencing the insurance coverage including the required endorsements. The



CGL policy shall include coverage for liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury, contractual liability, and broad form property damage. The Construction Manager shall maintain completed operations liability insurance for one year after Substantial Completion, or as required by the Contract Documents, whichever is longer. The CGL policy cannot be endorsed to exclude the perils of explosion, collapse, and underground exposures without the specific written approval of subrogation by the insurers in favor of the Owner. The coverages shall be primary and noncontributing with respect to any other insurance or self-insurance that may be maintained by the Owner.

The Construction Manager's policies shall be written with at least the following limits of liability:

Professional Liability Insurance

- \$2,000,000 General Aggregate
- \$1,000,000 Each Occurrence
-

Commercial General Liability (CGL)

- \$2,000,000 General Aggregate
- \$2,000,000 Products/ Complete Operations Aggregate
- \$1,000,000 Each Occurrence
- \$1,000,000 Personal Injury and Advertising Injury
- \$100,000 Fire Damage Liability
- \$5,000 Medical Expenses- Each Person

Comprehensive Automobile Liability

- \$1,000,000 Each Occurrence

Excess Liability (Umbrella)

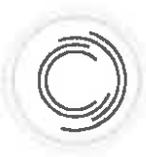
- \$5,000,000

Workers Compensation and Employers Liability Insurance

- Statutory Limits
- Employers Liability
 - \$1,000,000 Each Accident
 - \$1,000,000 Policy Limits
 - \$1,000,000 Each Employee

11.2.2 Employers' Liability, Business Automobile Liability and CGL coverages required under subsection 0 may be arranged under a single policy for the full limits required or by a combination of underlying policies with the balance provided by Excess or Umbrella Liability policies.

11.2.3 The Construction Manager shall maintain in effect all insurance coverage required under subsection 0 with insurance companies lawfully authorized to do business in Idaho. If the Construction Manager fails to obtain or maintain any insurance coverage required under this Agreement, the Owner may purchase such coverage and charge the expense to the Construction Manager, or terminate this Agreement.



11.2.4 To the extent commercially available to the Construction Manager from its current insurance company, insurance policies required under subsection 11.2.1 shall contain a provision that the insurance company or its designee must give the Owner written notice transmitted in paper or electronic format: (a) 30 Days before coverage is nonrenewed by the insurance company and (b) within 10 Business Days after cancelation of coverage by the insurance company. Prior to commencing the Work and upon renewal or replacement of the insurance policies, the Construction Manager shall furnish the Owner with certificates of insurance until one year after Substantial Completion or longer if required by the Contract Documents. In addition, if any insurance policy required under subsection 11.2.1 is not to be immediately replaced without lapse in coverage when it expires, exhausts its limits, or is to be cancelled, the Construction Manager shall give Owner prompt written notice upon actual or constructive knowledge of such condition

11.3.4 RISK OF LOSS Except to the extent a loss is covered by applicable insurance, risk of loss or damage to the Work shall be upon the Construction Manager until the Date of Substantial Completion, unless otherwise agreed to by the Parties.

8.4 11.3 ADDITIONAL LIABILITY COVERAGE

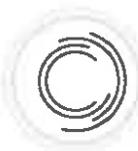
11.3.1 . Additional Insured. The CGL insurance policy and the Automobile Liability insurance policy shall name Owner as Additional Insured and shall protect its officers, agents, and employees from and against claims for bodily injury, property damage, personal injury, and advertising injury to the extent caused by or arising out of the negligent acts or omission of Construction Manager, or those acting on the Construction Manager's behalf in the performance of the Construction Manger's work for the Owner at the Worksite.

Any documented additional cost in the form of a surcharge associated with procuring the additional liability coverage in accordance with this subsection shall be paid by the Owner directly or the costs may be reimbursed by the Owner to the Construction Manager by increasing the Contract Price to correspond to the actual cost required to purchase and maintain the coverage. Before commencing the Work, the Construction Manager shall provide either a copy of the OCP policy, or a certificate and endorsement evidencing that the Owner has been named as an additional insured, as applicable.

11.4 ROYALTIES, PATENTS, AND COPYRIGHTS The Construction Manager shall pay all royalties and license fees which may be due on the inclusion of any patented or copyrighted materials, methods or systems selected by the Construction Manager and incorporated in the Work. The Construction Manager shall indemnify, and hold the Owner harmless from all suits or claims for infringement of any patent rights or copyrights arising out of such selection. The Owner agrees to indemnify, and hold the Construction Manager harmless from any suits or claims of infringement of any patent rights or copyrights arising out of any patented or copyrighted materials, methods, or systems specified by the Owner or Design Professional.

11.5 BONDS

11.5.1 Performance and Payment Bonds are required of the Construction Manager and are billable to Owner. Such bonds shall be issued by a surety



admitted in the state of Idaho and must be acceptable to the Owner. The Owner's acceptance shall not be withheld without a reasonable cause. The penal sum of the bonds shall each be one hundred percent (100%) of the GMP. Any increase in the GMP that exceeds ten percent (10%) in the aggregate shall require a rider to the Bonds increasing penal sums accordingly. Up to such ten percent (10%) amount, the penal sum of the bond shall remain equal to one hundred percent (100%) of the original GMP. The Construction Manager shall endeavor to keep its surety advised of changes potentially impacting the GMP and Contract Time, though the Construction Manager shall require that its surety waives any requirement to be notified of any alteration or extension of time within the scope of the initial Agreement. A copy of the Construction Manager's Payment Bond for the Project, if any, shall be furnished by the Owner or the Construction Manager upon the Subcontractor's written request.

11.6 PROFESSIONAL LIABILITY INSURANCE To the extent the Construction Manager provides professional services, the Construction Manager shall obtain professional liability insurance for claims arising from the negligent performance of professional services under this Agreement, with a company reasonably satisfactory to the Owner, including coverage for all professional liability caused by any consultants to the Construction Manager's design professional, written for not less than ONE MILLION dollars (\$1,000,000) per claim and in the aggregate with the deductible not to exceed ONE HUNDRED THOUSAND dollars (\$100,000). The Construction Manager's design professional shall pay the deductible. To the extent the Construction Manager is required to procure design services in accordance with subsection 3.16, the Construction Manager shall require its design professionals to obtain professional liability insurance for claims arising from the negligent performance of professional services under this Agreement, with a company reasonably satisfactory to the Owner, including coverage for all professional liability caused by any consultants to the Construction Manager's design professional, written of not less than ONE MILLION dollars (\$1,000,000) per claim and in the aggregate with the deductible no to exceed ONE HUNDRED THOUSAND dollars (\$100,000). The Construction Manager's design professional shall pay the deductible.

ARTICLE 12 SUSPENSION, NOTICE TO CURE, AND TERMINATION

12.1 SUSPENSION BY OWNER FOR CONVENIENCE

12.1.1 OWNER SUSPENSION Should the Owner order the Construction Manager in writing to suspend, delay, or interrupt the performance of the Work for the convenience of the Owner and not due to any act or omission of the Construction Manager or any person or entity for whose acts or omissions the Construction Manager may be liable, then the Construction Manager shall immediately suspend, delay, or interrupt that portion of the Work for the time period ordered by the Owner. The GMP and the Dates of Substantial or Final Completion shall be equitably adjusted by Change Document for the cost and delay resulting from any such suspension.

12.1.2 Any action taken by the Owner that is permitted by any other provision of the Contract Documents and that result in a suspension of part or all of the Work does not constitute a suspension of Work under this section.

12.1.3 NOTICE TO CURE A DEFAULT If the Construction Manager persistently fails to supply enough properly qualified workers, proper materials, or equipment to maintain the



approved Schedule of the Work or fails to make prompt payment to its workers, Subcontractors, or Material Suppliers, disregards Laws or orders of any public authority having jurisdiction, or is otherwise guilty of a material breach of a provision of this Agreement, the Construction Manager may be deemed in default. If the Construction Manager fails within seven (7) Days after receipt of written notice to commence and continue satisfactory correction of such default with diligence and promptness, then the Owner shall give the Construction Manager a second notice to correct the default within a three (3) Day period. If the Construction Manager fails to promptly commence and continue satisfactory correction of the default following receipt of such second notice, the Owner without prejudice to any other rights or remedies may: (a) take possession of the Worksite; (b) complete the Work utilizing reasonable means; (c) withhold payment due to the Construction Manager; and (d) as the Owner deems necessary, supply workers and materials, equipment, and other facilities for the satisfactory correction of the default, and charge the Construction Manager, the costs and expenses, including reasonable Overhead, profit, and attorneys' fees.

12.1.3.1 In the event of an emergency affecting the safety of persons or property, the Owner may immediately commence and continue satisfactory correction of such default without first giving written notice to the Construction Manager, but shall give prompt written notice of such action to the Construction Manager following commencement of the action.

12.2 OWNER'S RIGHT TO TERMINATE FOR DEFAULT

12.2.1 **TERMINATION BY OWNER FOR DEFAULT** If, within seven (7) Days of receipt of a notice to cure pursuant to section 0, the Construction Manager fails to commence and satisfactorily continue correction of the default set forth in the notice to cure, the Owner may notify the Construction Manager, and if applicable, the surety, that it intends to terminate this Agreement for default absent appropriate corrective action within fourteen (14) additional Days. After the expiration of the additional fourteen- (14) Day period, the Owner may terminate this Agreement by written notice absent appropriate corrective action. Termination for default is in addition to any other remedies available to the Owner under section 0. If the Owner's costs arising out of the Construction Manager's failure to cure, including the costs of completing the Work and reasonable attorneys' fees, exceed the unpaid GMP, the Construction Manager shall be liable to the Owner for such excess costs. If the Owner's costs are less than the unpaid GMP, the Owner shall pay the difference to the Construction Manager. If the Owner exercises its rights under this section, upon the request of the Construction Manager, the Owner shall furnish to the Construction Manager a detailed accounting of the costs incurred by the Owner.

12.2.2 If the Owner or Others perform work under this section, the Owner shall have the right to take and use any materials, supplies, and equipment belonging to the Construction Manager and located at the Worksite for the purpose of completing any remaining Work. Immediately upon completion of the Work, any remaining materials, supplies, or equipment not consumed or incorporated in the Work shall be returned to the Construction Manager in substantially the same condition as when they were taken, reasonable wear and tear excepted.

12.2.3 If the Construction Manager files a petition under the Bankruptcy Code, this Agreement shall terminate if the Construction Manager or the Construction Manager's trustee rejects the Agreement, or if there has been a default and the Construction Manager is unable to give adequate assurance that the



Construction Manager will perform as required by this Agreement, or otherwise is unable to comply with the requirements for assuming this Agreement under the applicable provisions of the Bankruptcy Code.

12.2.4 The Owner shall make reasonable efforts to mitigate damages arising from the Construction Manager's default, and shall promptly invoice the Construction Manager for all amounts due pursuant to sections 0 and 0.

12.2.5 If the Owner terminates this Agreement for default, and it is later determined that the Construction Manager was not in default, or that the default was excusable under the terms of the Contract Documents, then, in such event, the termination shall be deemed a termination for convenience, and the rights of the Parties shall be as set forth in section 0.

12.3 TERMINATION BY OWNER FOR CONVENIENCE

12.3.1 Upon written notice to the Construction Manager, the Owner may, without cause, terminate this Agreement. The Construction Manager shall immediately stop the Work, follow the Owner's instructions regarding shutdown and termination procedures, and strive to minimize any further costs.

12.3.2 If the Owner terminates this Agreement, the Construction Manager shall:

12.3.2.1 execute and deliver to the Owner all papers and take all action required to assign, transfer, and vest in the Owner the rights of the Construction Manager to all materials, supplies, and equipment for which payment has been or will be made in accordance with the Contract Documents and all subcontracts, orders, and commitments which have been made in accordance with the Contract Documents;

12.3.2.2 exert reasonable effort to reduce to a minimum the Owner's liability for subcontracts, orders, and commitments that have not been fulfilled at the time of the termination;

12.3.2.3 cancel any subcontracts, orders and commitments as the Owner directs; and

12.3.2.4 sell at prices approved by the Owner any materials, supplies, and equipment as the Owner directs, with all proceeds paid or credited to the Owner.

12.4 CONSTRUCTION MANAGER'S RIGHT TO TERMINATE

12.4.1 Upon seven (7) Days' written notice to the Owner, the Construction Manager may terminate this Agreement if the Work has been stopped for a thirty (30) Day period through no fault of the Construction Manager for any of the following reasons:

12.4.1.1 under court order or order of other governmental authorities having jurisdiction;



12.4.1.2 as a result of the declaration of a national emergency or other governmental act during which, through no act or fault of the Construction Manager, materials are not available; or

12.4.1.3 suspension by the Owner for convenience pursuant to section 0.

12.4.2 In addition, upon seven (7) Days' written notice to the Owner, the Construction Manager may terminate this Agreement if the Owner:

12.4.2.1 Fails to furnish reasonable evidence pursuant to section 4.2 that sufficient funds are available and committed for Project financing or

12.4.2.2 assigns this Agreement over the Construction Manager's reasonable objection, or

12.4.2.3 fails to pay the Construction Manager in accordance with this Agreement and the Construction Manager has complied with section 0, or

12.4.2.4 otherwise materially breaches this Agreement.

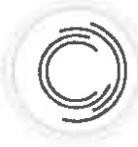
12.4.3 Upon termination by the Construction Manager in accordance with this section, the Construction Manager shall be entitled to recover from the Owner payment for all Work executed and for any proven loss, cost, or expense in connection with the Work, including all demobilization.

12.5 **OBLIGATIONS ARISING BEFORE TERMINATION** Even after termination pursuant to this article, the provisions of this Agreement still apply to any Work performed, payments made, events occurring, costs charged or incurred, or obligations arising before the termination date.

ARTICLE 13 DISPUTE MITIGATION AND RESOLUTION

13.1 **WORK CONTINUANCE AND PAYMENT** Unless otherwise agreed in writing, the Construction Manager shall continue the Work and maintain the Schedule of the Work during any dispute mitigation or resolution proceedings. If the Construction Manager continues to perform, the Owner shall continue to make payments in accordance with this Agreement.

13.2 **DIRECT DISCUSSIONS** If the Parties cannot reach resolution on a matter relating to or arising out of this Agreement, the Parties shall endeavor to reach resolution through good faith direct discussions between the Parties' representatives, who shall possess the necessary authority to resolve such matter and who shall record the date of first discussions. If the Parties' representatives are not able to resolve such matter within five (5) Business Days from the date of first discussion, the Parties' representatives shall immediately inform senior executives of the Parties in writing that resolution was not affected. Upon receipt of such notice, the senior executives of the Parties shall meet within five (5) Business Days to endeavor to reach resolution. If the dispute remains unresolved



after fifteen (15) Days from the date of first discussion, the Parties shall submit such matter to the dispute resolution procedures selected herein.

13.3 MEDIATION. Upon agreement by the Parties, the Parties may choose to seek resolution of the matter by mediation using a mutually agreed upon mediator. The costs of the mediation shall be shared equally by the Parties.

13.4 BINDING DISPUTE RESOLUTION As an alternative to mediation, or following mediation, the Parties shall submit the matter to the binding dispute resolution procedure selected below:

Arbitration using:

the current Construction Industry Arbitration Rules of the AAA and administered by the AAA;

the current JAMS Engineering and Construction Arbitration Rules and Procedures and administered by JAMS; or

the current arbitration rules of [] and administered by [].

Unless the Parties mutually agree otherwise in writing, if arbitration is selected as the binding dispute resolution procedure and this Agreement does not specify the arbitration rules to be utilized, then the arbitration shall be conducted using the current Construction Industry Arbitration Rules of the AAA and the arbitration shall be administered by the AAA.

Litigation in either the state or federal court having jurisdiction of the matter in the location of the Project.

13.4.1 COSTS The costs of any binding dispute resolution procedures and reasonable attorneys' fees shall be borne by the non-prevailing Party, as determined by the adjudicator of the dispute.

13.4.2 VENUE The venue of any binding dispute resolution procedure shall be the location of the Project, unless the Parties agree on a mutually convenient location.

13.5 MULTIPARTY PROCEEDING All Parties necessary to resolve a matter agree to be parties to the same dispute resolution proceeding. Appropriate provisions shall be included in all other contracts relating to the Work to provide for the joinder or consolidation of such dispute resolution procedures.

13.6 LIEN RIGHTS Nothing in this article shall limit any rights or remedies not expressly waived by the Construction Manager which the Construction Manager may have under lien laws.

ARTICLE 14 MISCELLANEOUS



14.1 EXTENT OF AGREEMENT Except as expressly provided, this Agreement and each and every provision is for the exclusive benefit of the Parties, and not the benefit of any third party. This Agreement represents the entire and integrated agreement between the Parties, and supersedes all prior negotiations, representations, or agreements, either written or oral.

14.2 ASSIGNMENT Except as to the assignment of proceeds, neither Party shall assign their interest in this Agreement without the written consent of the other Party. The terms and conditions of this Agreement shall be binding upon both Parties, their partners, successors, assigns, and legal representatives. Neither Party shall assign the Agreement as a whole without written consent of the other except that the Owner may assign the Agreement to a wholly owned subsidiary of the Owner when the Owner has fully indemnified the Construction Manager or to an institutional lender providing construction financing for the Project as long as the assignment is no less favorable to the Construction Manager than this Agreement. If such assignment occurs, the Construction Manager shall execute any consent reasonably required. In such event, the wholly owned subsidiary or lender shall assume the Owner's rights and obligations under the Contract Documents. If either Party attempts to make such an assignment, that Party shall nevertheless remain legally responsible for all obligations under this Agreement, unless otherwise agreed by the other Party.

14.3 GOVERNING LAW This Agreement shall be governed by the laws of the State of Idaho.

14.4 SEVERABILITY The partial or complete invalidity of any one or more provisions of this Agreement shall not affect the validity or continuing force and effect of any other provision.

14.5 NO WAIVER OF PERFORMANCE The failure of either Party to insist, in any one or more instances, on the performance of any of the terms, covenants, or conditions of this Agreement, or to exercise any of its rights, shall not be construed as a waiver or relinquishment of such term, covenant, condition, or right with respect to further performance or any other term, covenant, condition, or right.

14.6 TITLES The titles given to the articles are for ease of reference only and shall not be relied upon or cited for any other purpose.

14.7 JOINT DRAFTING The Parties expressly agree that this Agreement was jointly drafted, and that both had opportunity to negotiate its terms and to obtain the assistance of counsel in reviewing its terms prior to execution. Therefore, this Agreement shall be construed neither against nor in favor of either Party, but shall be construed in a neutral manner.

14.8 RIGHTS AND REMEDIES The Parties' rights, liabilities, responsibilities and remedies with respect to this Agreement, whether in contract, tort, negligence, or otherwise, shall be exclusively those expressly set forth in this Agreement.

ARTICLE 15 CONTRACT DOCUMENTS

15.1 EXISTING CONTRACT DOCUMENTS The Contract Documents in existence at the time of execution of this Agreement are as follows:

- (a) Exhibit A: CM/GC Preconstruction Services
- (b) TASK 1-3 dated September 21, 2016
- (c) TASK 4-6 dated September 21, 2016



- (d) TASK 7-11 dated September 28, 2016
- (e) Exhibit B: Pre Proposal Conference dated 7-21-16
- (f) Exhibit C: Owner's RFQ
- (g) Exhibit D: Construction Manager's Response to RFQ
- (h) Exhibit E: Drawings and Specifications: Main Street Improvements Phase 1 90% Review set dated July 2016.
- (i) Main Avenue and Hansen to South 90% Plans Utilities and Electrical
- (j) Main Avenue and Hansen to South 90% Specs Electrical AEI 2016-08-26
- (k) Main Avenue and Hansen to South 90% Specs Utilities J-U-B 2016-08-26
- (l) Final Review October 2016
- (m) Exhibit F: Preliminary Quantities Estimate by Architect/Engineers dated August 8, 2016
- (n) Exhibit G: Twin Falls Avenue Basement Treatment Options Draft dated August 9, 2016
- (o) Exhibit H: Supplementary Conditions

15.2 INTERPRETATION OF CONTRACT DOCUMENTS

15.2.1 The drawings and specifications are complementary. If Work is shown only on one but not on the other, the Construction Manager shall perform the Work as though fully described on both consistent with the Contract Documents and reasonably inferable.

15.2.2 In case of conflicts between the drawings and specifications, the specifications shall govern. In any case of omissions or errors in figures, drawings or specifications, the Construction Manager shall immediately submit the matter to the Owner and, if directed, to its Design Professional for clarification. The Owner's clarifications are final and binding on all Parties, subject to an equitable adjustment in Dates of Substantial or Final Completion or Contract Price or dispute mitigation and resolution.

15.2.3 Where figures are given, they shall be preferred to scaled dimensions.

15.2.4 Unless otherwise specifically defined in this Agreement, any terms that have well-known technical or trade meanings, shall be interpreted in accordance with their well-known meanings.

15.2.5 ORDER OF PRECEDENCE In case of any inconsistency, conflict, or ambiguity among the Contract Documents, the documents shall govern in the following order: (a) Change Orders and written amendments to this Agreement; (b) the Agreement; (c) subject to subsection 0 the drawings, specifications, and addenda issued prior to the execution of this Agreement; (d) approved submittals; (e) information furnished by the Owner pursuant to subsection 3.15.4 or designated as a Contract Document in 0; (f) other documents listed in this Agreement. Among all the Contract Documents, the term or provision that is most specific or includes the latest date shall control. Information identified in one Contract Document and not identified in another shall not be considered to be a conflict or inconsistency. If any provision of this Agreement conflicts with or is inconsistent with any other provision of other Contract Documents, the provision of this Agreement governs, unless the other provision specifically refers to the provision it supersedes and replaces in this Agreement.



End of Agreement
Signatures appear on the following page.



IN WITNESS WHEREOF, OWNER AND CONSTRUCTION MANAGER have executed this Agreement with an effective date as first written above.

OWNER: Twin Falls Urban Renewal Agency

BY: _____

NAME: Dan Brizee

TITLE: Chairman

WITNESS: _____

NAME: _____

TITLE: _____

CONSTRUCTION MANAGER: Guho Corp

BY: 
NAME: Nick J. Guho
TITLE: President

WITNESS: 
NAME: Corinne Guho
TITLE: Secretary

END OF DOCUMENT.





September 21, 2016

Twin Falls Main Street Improvements

Proposed scope and pricing of CM /GC Preconstruction Services performed to
October 10, 2016

Preconstruction TASK 1

Develop construction hi level phasing approach and preliminary schedule for
project for presentation to Property Owner's meeting October 10, 2016

Sr. Project Manager

Nick Guho	1 Hours @	\$100.00	100.00
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Project Manager

Anthony Guho	16 Hours @	95.00	1,520.00
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Public Relation

8 Hours @	54.98	<u>879.68</u>
		2,499.68

Preconstruction TASK 2

Attend GO-TO conference call meeting week of October 3 to present and discuss
preliminary construction phasing approach and schedule for presentation to
Property Owner's meeting October 10, 2016. Meeting can be held at Guho Corp
conference room.

Sr. Project Manager

Nick Guho	1.5 Hours @	\$100.00	150.00
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Project Manager

Anthony Guho	1.5 Hours @	95.00	142.50
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Public Relation

1.5 Hours @	54.98	<u>82.47</u>
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Total			\$374.97
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Preconstruction TASK 3

Attend meeting, October 10, for presentation to Main Street Property Owner's on preliminary construction phasing approach.

Sr. Project Manager Nick Guho	6 Hours @	\$100.00	600.00
Project Manager Anthony Guho	6 Hours @	95.00	570.00
Public Relation	6 Hours @	54.98	329.88
Travel Miles	300 @ .54		162.00
Presentation Materials			<u>100.00</u>
		Total	\$1,761.88
		Grand Total	\$4,636.53



September 21, 2016

Twin Falls Main Street Improvements

Proposed scope and pricing of CM /GC Preconstruction Services performed to October 10, 2016

Preconstruction Task 4

Attend kickoff project meeting October 19, 2016
Visit with Richard Crowley, property owner of 144 Main Building
Twin Beans Coffee & Moose Hill to discuss and explore basement options

Sr. Project Manager

Nick Guho	8.5 Hours @	\$100.00	850.00
Travel Miles	300 @ .54		162.00

Project Manager

Anthony Guho	7 Hours @	95.00	665.00
Travel Miles	300 @ .54		<u>162.00</u>

Total \$1,839.00

Preconstruction Task 5

Develop preliminary cost estimate comparison budgets for basement located under sidewalk at 144 Main St. in front of Twin Beans Coffee & Moose Hill.

Estimate 1 will be to leave existing basement as is and provide structural steel supports to existing concrete basement lid under proposed streetscape improvements and provide waterproofing on exterior of concrete lid.

Estimate 2 will be fill in existing portion of basement. This will include demo of existing electrical light and plugs, construction of new concrete footing and retaining wall at property line, waterproofing membrane for new retaining wall, demo of existing basement wall 3' below finish grade, breaking two 1' hole in existing basement floor for drainage, infilling remaining basement structure under new proposed streetscapes with ¾" Crushed Rock

Under both options it will be presumed that we will be able to work with the owner of the building / Tenant will vacate the proposed basement space completely for construction and be granted access to property owner's side of construction



Sr. Project Manager Nick Guho	1 Hours @	\$100.00	100.00
Project Manager Anthony Guho	4 Hours @	95.00	665.00
Estimator	4 Hours @	61.14	<u>244.56</u>
		Total	\$1,009.56

Preconstruction Task 6

Review 90% Construction Drawing

Sr. Project Manager Nick Guho	24 Hours @	\$100.00	2,400.00
Project Manager Anthony Guho	24 Hours @	95.00	<u>2,280.00</u>
		Total	4,680.00

Grand Total **\$7,528.56**



September 28, 2016

Twin Falls Main Street Improvements

Proposed scope and pricing of CM /GC Preconstruction Services performed October 11, 2016 to March 31, 2017

Preconstruction Task 7 Meetings

Attend meetings for Preconstruction Period October, November, December, 2016 January, February, March 2017 and make site visits

Based on two site visits / meeting per month Plus 2 Go-To Meeting per Month For PM

Based on one site visits / meeting per month For SPM Plus 2 Go-To Meeting per Month For SPM

Sr. Project Manager

Nick Guho 12@ 2 + 6@9	78 Hours @	\$100.00	7,800.00
Travel Miles	1800 @ .54		972.00

Project Manager

Anthony Guho 12@ 2 + 12@9	132 Hours @	95.00	12,540.00
Travel Miles	3600 @ .54		1,944.00

Public Relation	132 Hours @	54.98	7,257.36
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Assistant PM	132 Hours @	54.98	<u>7,257.36</u>
			37,740.72



Preconstruction Task 8
Develop GMP Budget based on current 90% Construction Drawing

Sr. Project Manager Nick Guho	40 Hours @	\$100.00	4,000.00
Project Manager Anthony Guho	120 Hours @	95.00	11,400.00
Estimator	120 Hours @	61.14	7,336.80
Assistant PM	132 Hours @	54.98	<u>7,257.36</u>
		Total	\$29,994.16

Preconstruction Task 9
Develop detailed construction schedule and coordinate with business owners

Sr. Project Manager Nick Guho	40 Hours @	\$100.00	4,000.00
Project Manager Anthony Guho	120 Hours @	95.00	11,400.00
Public Relation	60 Hours @	54.98	3,298.80
Assistant PM	20 Hours @	54.98	<u>1,099.60</u>
		Total	\$19,797.00



Preconstruction Task 10 Work with OTAK directly on Value added engineering

Sr. Project Manager Nick Guho	20 Hours @	\$100.00	2,000.00
Project Manager Anthony Guho	40 Hours @	95.00	3,800.00
		Total	\$5,800.00

**Preconstruction Task 11
Develop GMP Price and detailed scopes of work based on current 100%
Construction Drawing**

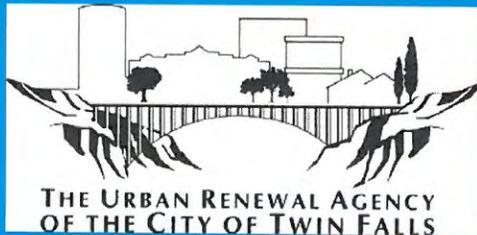
Sr. Project Manager Nick Guho	40 Hours @	\$100.00	4,000.00
Project Manager Anthony Guho	160 Hours @	95.00	15,200.00
Estimator	160 Hours @	61.14	9,782.40
Assistant PM	160 Hours @	54.98	<u>8,796.80</u>
		Total	\$37,779.20
		Grand Total	\$131,111.08

Pre-Proposal Conference for CM/GC's Twin Falls Urban Renewal Agency Main Avenue Redevelopment Project

Meeting Agenda

Thursday, July 21, 2016; 1:30 p.m. to approx. 3:30 p.m.

Location: Hansen Classroom, 324 Hansen St. East, Twin Falls, ID



Welcome!

(Agenda Item 1)

- Introductions

- Presenters

- Phil Kushlan – Director, Twin Falls Urban Renewal Agency
 - Jesse Schuerman – City of Twin Falls Staff Engineer and TFURA Liaison
 - Mandi Roberts – Design Manager, Otak
 - Paul Johnson – Owner’s Representative, CH2M

- CM/GC’s and Others

- Safety Moment

- Purpose of Meeting

Owner Comments Re: Purpose and Need of Project, and Need for Construction Partner

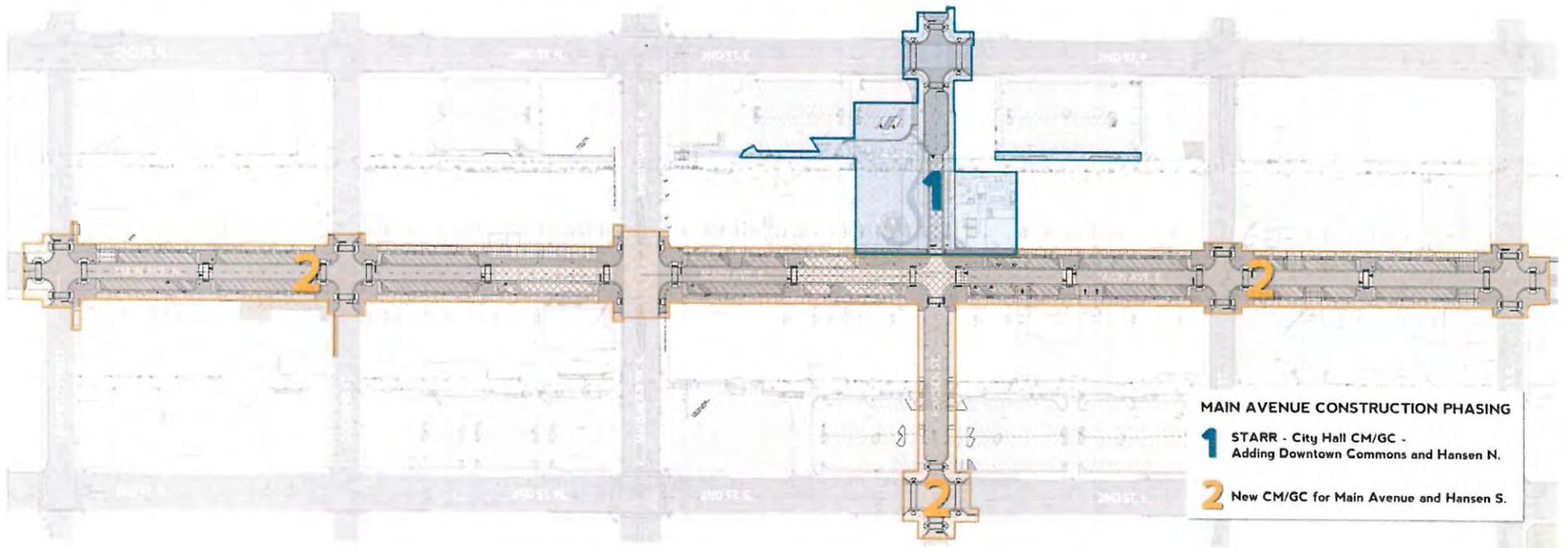
(Agenda Items 2 & 3)

- TFURA Director – Phil Kushlan
- City of Twin Falls – Jesse Schuerman
- Owner’s Representative – Paul Johnson

Design Overview by Otak

(Agenda Item 4)

- See separate slides by Mandi Roberts of Otak



RFQ Overview by CH2M

(Agenda Item 5)

- RFQ Structure
- Submittal Requirements
- Criteria
- Schedule for CM/GC Selection

REQUEST FOR QUALIFICATIONS: CM/GC SERVICES – MAIN AVENUE REDEVELOPMENT PROJECT, TWIN FALLS, IDAHO

June 30, 2016

Dear Proposer:

The Urban Renewal Agency (URA) of Twin Falls, Idaho will accept qualifications and proposals from licensed Idaho Public Works Construction Managers in good standing to perform construction manager services in accordance with Idaho Code § 54-4501 et seq., as determined by URA.

URA has plans to perform a high profile renovation project on five downtown city blocks in Twin Falls, located along Main Avenue, extending between Fairfield and Jerome Streets. The existing City right-of-way width along Main Avenue is approximately 90 feet from face-of-building to face-of-building, including two roadway lanes (one lane in each direction), diagonal or parallel parking, landscape buffers, and sidewalks. It should be noted that some building faces are set back slightly from the right-of-way line, and in some cases underground features such as building columns, and other elements extend to inside the right-of-way line. The Shoshone right-of-way also is 90 feet wide. All other cross streets perpendicular to Main Avenue have a 60-foot-wide right-of-way.

The previous reconstruction of Main Avenue was in the early 1970's. The current project will completely replace the existing streets, landscaping, sidewalks, limited utilities, and all street amenities such as architectural lighting poles and benches. There are approximately 3 large underground basements that protrude underneath the sidewalks from adjacent buildings that will need to be re-capped and/or walled-off and filled in. There are numerous smaller voids that will either be capped or filled in. For existing voids that will be re-capped (where existing caps are deemed to have insufficient strength), the design documents will state loading requirements which are currently intended to support HS-20 vehicle loads, or as otherwise

Coordination Requirements for CM/GC of Main Avenue Redevelopment Project

(Agenda Item 6)

- Downtown Merchants
- Adjacent Projects to Main Ave. Redevelopment Project
 - City Hall Remodel in former Banner Building at Main & Hansen
 - Commons with Splash Pad and Stage at Main & Hansen
 - Alleyway Utilities Projects
- Public Access to Businesses
- Public Safety During Construction



City Hall Remodel, June 2016

Construction Access, Staging, Phasing of Work

(Agenda Item 7)

- Construction Access

- Primary Access: 2nd St. South (US-30) to Hansen South, leading to Main Ave.
 - Share this access with CM/GC for City Hall Remodel Project

- Staging

- Several parking lots may be available, TBD during Pre-Con

- Phasing of Work

- Essential to complete Main Ave. at Hansen, in front of new City Hall, by August 2017 in conjunction with grand opening of City Hall & Commons. Substantial completion of overall Main Ave. Project by Oct. 31, 2017
- Other Main Ave Streets, and Basement Work; some work in ITD R/W (Shoshone, 2nd's)
- Businesses desire safe pedestrian access; aggressive schedule; efforts to minimize dust, noise, general inconvenience; courteous/responsive CM
- Your Creativity is Needed!

Project Budget and Schedule Requirements

(Agenda Item 8)

- Project Budget: Preliminary estimate suggests between \$6.0 to \$6.5 million for Main Ave. construction inclusive of CM/GC fees
- Project Schedule
 - Written Questions due from CM/GC's: July 22, 2016
 - RFQ Responses from CM/GC's: July 28, 2016
 - 90% Design Submittal by Otak: July 29, 2016
 - URA Evaluation of CM/GC Proposals, and Short-Listing: July 28 – August 12, 2016
 - CM/GC Short-Listing and Interview Notification: August 15, 2016
 - Interview Prep by Short-Listed CM/GC's: August 15-22, 2016
 - Interviews with Short-Listed CM/GC's: August 22-24, 2016
 - URA Evaluation and Final Ranking: August 25-26, 2016
 - Notification of Selection: August 31, 2016
 - Contract for Preconstruction Services: September 16, 2016
 - Contract for Construction Services with GMP: Fall 2016
 - Construction Start: Late Winter (Feb. or March 2017)
 - Substantial Completion: October 31, 2017
 - Final Completion: November 22, 2017

Form of CM/GC – Owner Agreement

(Agenda Item 9)

- AIA Document A133-2009, Standard Form of Agreement Between Owner and Construction Manager as a Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price
- Incentives being Contemplated by Owner
 - Early Completion Incentive
 - Customer Satisfaction Incentive
- Disincentives
 - LD's for late completion

Q/A, and Site Tour

(Agenda Items 10, 11, 12)

- Q/A Following Meeting
- Site Tour
 - Smaller Groups for Basement Visits
- Q/A Following Site Tour
- Addendum to Follow with Notes from Pre-Proposal Meeting
- Your Interest in this Project is Appreciated!

391 W. STATE ST • SUITE G
EAGLE, IDAHO 83616
(208) 939-8850 • FAX (208) 939-8928



IDAHO PUBLIC WORKS LICENSE #12569-D-1-2-3
IDAHO STATE CONTRACTOR LICENSE #RC-6113
IDAHO CONSTRUCTION MANAGEMENT LICENSE #011938

Exhibit C: Owner's RFQ

REQUEST FOR QUALIFICATIONS

CONSTRUCTION MANAGER / GENERAL CONTRACTOR
(CM/GC) SERVICES, FOR:

**MAIN AVENUE REDEVELOPMENT PROJECT, TWIN FALLS,
IDAHO**

REQUEST FOR QUALIFICATIONS: CM/GC SERVICES – MAIN AVENUE REDEVELOPMENT PROJECT, TWIN FALLS, IDAHO

June 30, 2016

Dear Proposer:

The Urban Renewal Agency (URA) of Twin Falls, Idaho will accept qualifications and proposals from licensed Idaho Public Works Construction Managers in good standing to perform construction manager services in accordance with Idaho Code § 54-4501 et seq., as determined by URA.

URA has plans to perform a high profile renovation project on five downtown city blocks in Twin Falls, located along Main Avenue, extending between Fairfield and Jerome Streets. The existing City right-of-way width along Main Avenue is approximately 90 feet from face-of-building to face-of-building, including two roadway lanes (one lane in each direction), diagonal or parallel parking, landscape buffers, and sidewalks. It should be noted that some building faces are set back slightly from the right-of-way line, and in some cases underground features, building columns, and other elements extend to inside the right-of-way line. The Shoshone right-of-way also is 90 feet wide. All other cross streets perpendicular to Main Avenue have a 60-foot-wide right-of-way.

The previous reconstruction of Main Avenue was in the early 1970's. The current project will completely replace the existing streets, landscaping, sidewalks, limited utilities, and all street amenities such as architectural lighting poles and benches. There are approximately 3 large underground basements that protrude underneath the sidewalks from adjacent buildings that will need to be re-capped and/or walled-off and filled in. There are numerous smaller voids that will either be capped or filled in. For existing voids that will be re-capped (where existing caps are deemed to have insufficient strength), the design documents will state loading requirements which are currently intended to support HS-20 vehicle loads, or as otherwise specified in the design documents.

The services contemplated in this RFQ are the Construction Manager / General Contractor (CM/GC) delivery process. In accordance with the Qualification Based Selection process set forth in Idaho Code § 67-2320, URA is seeking proposals from qualified firms to provide CMGC services to assist with this project.

Upon receipt of this RFQ, proposing firms are asked to email or phone Jesse Schuerman, P.E. – URA Staff Engineer, at JSchuerman@tfid.org, phone (208) 735-7252 with your firm name, contact information, address, phone, and email, to advise him that you have downloaded the RFQ from the City of Twin Falls website, <http://www.tfid.org/bids.aspx>. That way your firm will be on the distribution list for any Addenda or other information being sent to proposing firms during the RFQ phase.

Written proposals will be received at the offices of: Urban Renewal Agency of the City of Twin Falls, Interim City Hall, URA Executive Director's Office, P.O. Box 1907, Twin Falls, ID 83303 (or to the physical address: 103 Main Avenue East, Twin Falls, ID 83301) until 3:00 p.m. local time **Thursday, July 28, 2016**. Proposals will be evaluated on the basis of qualifications as specified in this RFQ. A selection committee will evaluate each of the proposals and may choose to

conduct interviews with one or more of the firms. The URA Director with approval of the URA Board will make the final decision regarding the firm chosen for CM/GC services for this project, with input from the City of Twin Falls, the Design firm, and the Owner's Representative to the URA.

URA reserves the right to reject any and all proposals, to waive any irregularities in the proposals received, and to accept the proposal that is in the best interest of URA and the public. The issuance of the RFQ and the receipt and evaluation of sealed proposals does not obligate URA to award a contract. URA will pay no costs incurred by Proposers in responding to this RFQ. URA may in its discretion cancel this process at any time prior to execution of a contract without liability.

A **Pre-Proposal Meeting followed by a site tour** will be held at the Hansen Classroom, 324 Hansen Street East, in Twin Falls beginning at **1:30 p.m. on Thursday, July 21, 2016**. URA strongly recommends attendance by the Proposers.

URA appreciates your interest in meeting the needs of the agency and the citizens of Twin Falls.

INSTRUCTIONS TO PROPOSERS

1.1 Proposal Information

The submission package or envelope must be sealed and plainly marked for delivery as follows:

Urban Renewal Agency of the City of Twin Falls, Interim City Hall
URA Executive Director's Office
Jesse Schuerman, P.E. – URA Staff Engineer, for Phil Kushlan – Executive Director

Mailing Address: P.O. Box 1907, Twin Falls, ID 83303

Or Deliver to Physical Address: 103 Main Avenue East, Twin Falls, ID 83301

Please indicate "CM/GC: MAIN AVENUE REDEVELOPMENT PROJECT - SEALED PROPOSAL ENCLOSED" on the outside of the envelope.

Sign your proposal. **UNSIGNED PROPOSALS WILL NOT BE ACCEPTED.** Submittal packages must include ONE (1) signed/printed original proposal and SEVEN (7) printed copies of the proposal and ONE (1) flash drive with a digital (PDF) version of the entire proposal. In case of any discrepancy between the printed copies and the electronic PDF file, the signed/printed original will govern. Late or incomplete submissions will not be accepted. Email or fax submissions will not be accepted. **DO NOT FAX OR E-MAIL YOUR PROPOSAL.**

Proposal deadline is 3:00 p.m. local time, Thursday, July 28, 2016.

Proposer assumes full responsibility for the timely delivery of its proposal package to URA. Proposer will be responsible for all costs (including site visits where needed) incurred in preparing or responding to this RFQ. All materials and documents submitted in response to this RFQ become the property of URA and will not be returned.

PROJECT INFORMATION

2.1 Information and Background

Many decades of use and enjoyment of Main Avenue in the downtown business district of Twin Falls have resulted in ongoing maintenance issues. The trees are in decline, and the sidewalks are cracked and heaving. It's time for a major reinvestment. URA is funding redevelopment of five city blocks of Main Avenue in downtown Twin Falls, referred to herein as the Main Avenue Redevelopment Project, construction for which is planned to occur from February 2017 to October 31, 2017 for Substantial Completion – see Section 4.7). This project is being done in parallel with other separate projects along this section of Main Avenue, including:

- a) Renovation of the former Banner Building to be the new Twin Falls City Hall (Schedule: May 2016 through September 2017);
- b) Demolition of the old Rogerson Hotel to be a new Public Open Space (Commons) inclusive of a performance area, splash pad and restroom/storage facilities for outdoor events, including reconstruction of Hansen Street north of Main Avenue between the City Hall and Commons (Tentative Schedule: April 2017 through September 2017) ;
and
- c) Alleyways Utility Project (Schedule for alley utility work in proximity to City Hall and Commons to coincide with those projects; other alleyway utility work in downtown will be in the 2018 to 2020 timeframe, and is not contemplated to interfere with the Main Avenue Redevelopment Project).

These three projects are separate projects being delivered by other parties; however, the CM/GC for the Main Avenue Redevelopment Project will be required to coordinate the Main Avenue work with the work of these other adjacent projects. The City Hall Renovation and the Commons project timeframes will overlap with the Main Avenue Redevelopment work. The timeframe of the Alleyways Utility Project will overlap only in proximity to the City Hall Renovation Project. Additional Alleyway Utility work along the remaining stretches parallel to Main Avenue (behind the Main Avenue buildings on both sides of the street) will be deferred for several years and is not likely to overlap the Main Avenue Project.

The proposed renovation in the subject project of this RFQ – the Main Avenue Redevelopment Project, will modernize the vibrant and high-use Main Avenue of downtown Twin Falls, which provides access to active downtown businesses.

The specific sections of Main Avenue and related work include:

- a) Main Ave. renovation from Fairfield Street North, to Gooding Street North;
- b) Main Ave. renovation from Gooding Street North to Shoshone Street North (Note that Shoshone is a State Highway, so coordination with the Idaho Transportation Department – ITD will be necessary for any work within ITD's right-of-way);
- c) Main Ave. renovation from Shoshone Street North to Hansen Street East (Note that this document includes references to Hansen St. North which means the section between Main Ave. and 2nd Ave. North adjacent to the City Hall remodel project, and to Hansen St. South which means the section from Main Avenue to 2nd Ave. South. 2nd Ave. North is also US-30, which is a one-way street with a northwest travel direction. 2nd Ave. South is also US-30 which is a one-way street with a southeast travel direction.)
- d) Main Ave. renovation from Hansen Street East to Idaho Street East.
- e) Main Ave. renovation from Idaho Street East to Jerome Street East.

The above specific sections of the Main Avenue Redevelopment Project reflect the five city blocks referred to in this RFQ.

Additional components of work are identified below.

Related improvements as part of the Main Avenue Redevelopment Project include structural capping or walling-off and filling several sub-grade basements or voids that extend under the

sidewalk within the City right-of-way; storm drain tie-ins; tie-ins to water mains for installation of several new fire hydrants along Main Avenue; new street lights; new landscaping and tree grates; new electrical connections for decorative lighting and food carts; new benches and other miscellaneous street amenities. Reconstruction of Hansen Street extending south of Main Avenue is included in the Main Avenue project scope, and will serve as interim construction access for both the Main Avenue Project and the City Hall Remodel and Commons projects until it is reconstructed by the CM/GC for the Main Avenue Project. The estimated construction budget for the Main Avenue Redevelopment project, inclusive of the fire line looping and three new hydrants on Main Avenue, and the Hansen Street south section, is in the range of \$6.0 million to \$6.5 million, with construction expected to begin in February 2017 and be substantially complete no later than October 31, 2017. The estimate is approximate and will be subject to review and refinement by the CM/GC during the pre-construction services phase, based on the final design documents that are currently being completed by Otak.

Proposing CM/GC firms should be aware that scheduling of construction work will need to be closely coordinated with the business activities of each block along Main Avenue, as well as the design team. The URA currently anticipates that the street finish work for the two blocks of Main Avenue on either side of Shoshone would be completed first, since these blocks are proximate to the City Hall renovation and new Commons. The CM/GC will need to develop a strategy for maintaining existing concrete sidewalks or other suitable means of pedestrian access in front of businesses throughout construction until block by block finish work is completed. The overall project construction schedule is subject to refinement based on input from the selected CM/GC.

In-progress design documents for the Main Avenue Redevelopment Project, prepared by Otak, will be made available to any short-listed proposers prior to project interviews. Progress of the design documents and the overall scope of the project will be discussed at the pre-proposal meeting scheduled for July 21, 2016. The plans will be for the proposers' general reference as to the project scope, and will not be for the purpose of estimating or GMP preparation until a firm is selected and a contract for CM/GC services is negotiated.

The contract form of agreement for CM/GC services, and General Conditions/General Requirements sections will be made available to short-listed firms prior to interviews. Refer to Section 4.7 for schedule.

As part of this project the URA intends to integrate a public campaign known as The Main Avenue Redevelopment Project Brick Program, which includes the sale and installation of personalized engraved bricks, purchased by the general public and installed on The Main Avenue Redevelopment Project. The URA will require the assistance of the CM/GC for procurement of a limited quantity of bricks for engraving (likely several hundred bricks). The CM/GC will need to protect and store these bricks for subsequent installation by the CM/GC. The CM/GC will also be responsible for procurement and installation of all other non-engraved bricks (a much larger quantity) required for this project.

A more specific breakdown of the components of work included in the Main Avenue Redevelopment Project (the subject of this RFQ) is outlined below.

1. Full roadway demolition and reconstruction (typically asphalt) for the five blocks of Main Avenue between Fairfield and Jerome, except there will be two half-block sections of the street that will be raised-patterned concrete
2. New curb, gutter, valley gutter, sidewalks (concrete), landscape/furnishings zone and curb bulbs/extensions at intersections
3. New sidewalks and paving from street curbs to building faces

4. Raised mid-block crossings
5. Colored unit pavers in furnishings zones and for accent on Main Avenue
6. Street trees and landscaping (includes soil/ irrigation) allowing better visibility of business signs and store fronts
7. Electrical boxes, wire, and connections at street tree grate locations and for light poles for decorative lighting and other equipment for street events
8. Furnishings (tree grates, bollards, trash/recycling receptacles, benches, etc. for the streetscape)
9. All pedestrian and intersection safety scale street lights replaced with similar design pole and fixture for the purpose of improving lighting conditions for pedestrians and with energy-efficient LED technology
10. New storm water drainage system/improvements
11. Structural capping or walling-off and filling of several basements that extend under the sidewalks along Main Avenue, and water proofing details.

- a) One building (Wells Fargo at the southeast corner of Main Ave. and Shoshone) has a large built-out basement area extending under both Main Avenue and Shoshone Street sidewalks. The basement extending under the Main Avenue sidewalk will be included in the Main Avenue scope of services for the CM/GC to address. However the basement section under the Shoshone Street sidewalk, inclusive of a major mechanical room serving the building, will not be in this scope of work because it is within Idaho Transportation Department right-of-way.
- b) A second building (former Key Bank building, now serving as the temporary City Hall, located at the northeast corner of Main Avenue and Shoshone) has several basement protrusions extending under both Main Avenue and Shoshone Street sidewalks. The voids extending under the Main Avenue sidewalk will be included in the Main Avenue scope of services for the CM/GC to address. However the basement section under the Shoshone Street sidewalk, inclusive of a small vault and a major mechanical room serving the building, will not be in this scope of work because it is within Idaho Transportation Department right-of-way.
- c) A third building along the south side of Main Avenue just west of Hansen Street, accessible from the Moose Hill tenant space, has a large basement protruding under the sidewalk of Main Avenue, which will be included within the CM/GC's scope of work.
- d) There are additional voids (such as abandoned coal chutes, other smaller spaces, and possibly additional basement extensions previously walled-off) under the Main Avenue and/or side street sidewalks. The CM/GC's scope will include filling of underground voids/vaults/coal chutes that are within in the Main Avenue public right-of-way as applicable, in order to make way for the Main Avenue Redevelopment work.

12. Main Avenue will continue to be a two-lane road (one lane in each direction), with diagonal parking along both sides of Main Avenue
13. Hansen Street (south of Main Avenue) to connect to an existing parking lot, and continuing through to 2nd Ave. South
14. Three new fire hydrants along Main Avenue, with underground water line connections to lines in adjacent streets for fire line looping
15. Festival street areas designed for special events

2.2 CM/GC Scope of Services

All CM/GC contracted services must be performed by staff properly licensed in the State of Idaho. The following services are anticipated in the CM/GC Services agreement with the URA.

The descriptions are illustrative in nature and not exhaustive. The actual detailed scope of services will be negotiated following the RFQ selection process of the successful proposer.

Preconstruction Phase, for Design and Bidding and Long Lead Procurement Services:

1. Work with URA staff, Owner's Representative and the design team to review the project and visit the work areas to become familiar with the project;
2. Review 90% complete design drawings, followed by final design drawings and specifications to identify and clarify constructability issues; provide cost estimates at 90% design and at 100% design submittals or as needed;
3. Work with URA representatives to develop a project construction schedule and refine the logistics plans;
4. Work with URA representatives to identify and secure several possible construction staging areas within the project vicinity;
5. Develop a plan for communicating with downtown merchants, the public, as well as other project team members (URA, Owner's Representative to URA, City, Design firm) during the course of construction;
6. Develop trade/subcontract scopes and other contract documents;
7. Conduct pre-bid meetings and site tours;
8. Prior to release of the first package for the subcontractor bidding, the CM/GC firm shall submit a bid package estimate that itemizes all bid packages to be bid and awarded and which includes the CM/GC firm's estimate of the cost of each bid package. This will be for the purpose of comparing the bids received against the cost estimate. As permitted by the Owner, the bid package estimate may include line items for any work the CM/GC firm proposes to self-perform. CM/GC firm's overhead, profit, and contingencies shall be identified in separate line items.
9. Obtain competitive bids for all the work, materials, and equipment in accordance with Idaho Code, (Note: the CM/GC may also submit bids to self-perform some work packages to the degree allowed by Idaho Code);
10. Work with URA staff and the design team to address questions, issue addendums, and publically open bids;
11. Work adjacent to US30 (2nd Ave. North and 2nd Ave. South), and State Highway 74 (Shoshone Street) may require State agency (ITD) permissions and requirements, which will need to be coordinated and managed by the CM/GC.
12. Research and coordinate with specialty contractors and vendors on specialized items such as bricks suitable for sidewalks in cold climates;
13. Procure long-lead material items such as specialty site furnishings and light poles, bricks for engraving and for the project overall, light poles, benches, and any other specialty equipment for which advance-purchase is advised;
14. Work with URA staff and design team to offer input to the design for cost-saving suggestions and to reconcile budget overruns as needed;
15. On the basis of the bids and the CM/GC's overall approach to managing the project, prepare a Guaranteed Maximum Price (GMP) for the project, and negotiate with URA staff to finalize the GMP into a CM/GC agreement.

Construction Phase Services:

1. Obtain project bonding, issue subcontracts and trade contracts, and obtain permits for all the work;
2. Serve as the General Contractor and as a licensed Construction Manager (CM/GC), including:
 - a) Manage the construction process including the coordination, planning, trade contractor management, manage submittals, and requests for information;

- b) Review and negotiate change orders, coordinate safety programs, resolve issues and claims;
 - c) Conduct and coordinate inspections, review and pay trade invoices, update construction schedules;
 - d) Conduct coordination meetings;
 - e) Maintain records, record documents and manuals, develop and monitor punch list, coordinate and assist with warranty corrections;
 - f) Coordinate with the Owner's project manager (Owner's Representative to URA – CH2M) and design team (Otak); City of Twin Falls departments as required; testing and inspection agencies;
 - g) Plan and provide general condition services such as superintendence, mobilization, storage areas, staging, et cetera.
 - h) Maintain pedestrian access to businesses along Main Avenue throughout construction, with safe barriers and separation from construction operations;
 - i) Minimize noise and disturbance from construction operations affecting businesses and pedestrians, with consideration to night construction during particularly noisy and disruptive construction operations;
 - j) Phasing the street and sidewalk improvements to allow the basement/void capping or filling work to be completed first;
3. Obtain permission and coordinate access with public and private property owners impacted by the construction activity.
 4. Provide coordination services to listen to issues or concerns of property owners and tenants located along Main Avenue and side streets in the project area affected by construction, implement resolutions, and coordinate with URA representatives for input.

2.3 Special Instructions

Throughout the project, the CM/GC firm shall provide URA with professional construction management and contractor services and represent URA's interests in completing the project on time, within set budgets, and as planned with minimum difficulties. It is anticipated that standard AIA or ConsensusDocs contracts, or ISPWC documents will form the basis of agreement for CM/GC services to be entered into for the project; provided however, URA reserves the right to change, modify, or amend the final contract to be entered into by URA.

GENERAL CONDITIONS

3.1 Intent of RFQ

It is the intent of URA to run a Qualification Based Selection process to select a firm capable of providing the CM/GC services outlined within this proposal. The CM/GC firm ranked highest will be approached to negotiate the contract(s) necessary for this project. If contracts cannot be negotiated, URA will then approach the next highest ranked firm to negotiate the contracts.

3.2 Reserved Rights

URA reserves the right to act in the public best interest and in furtherance of the purposes of the Idaho Code Title 50, Chapter 20 (Idaho Urban Renewal Law) and Idaho Code Title 67, Chapter 28 (Purchasing by Political Subdivisions). URA reserves the right to waive any formalities or defects as to form, procedure, or content with respect to its Request for Qualifications and any irregularities in the proposals received, to request additional data and information from any and all Proposers, to reject any submissions based on real or apparent conflict of interest, to reject any submissions containing inaccurate or misleading information, and to accept the proposal or proposals that are in the best interest of URA and the public. The issuance of this RFQ and the receipt and evaluation of proposals does not obligate URA to

select a firm nor award a contract. URA may in its discretion cancel, postpone, or amend this RFQ at any time without liability.

3.3 Public Records

URA is a public agency. All documents in its possession are public records subject to inspection and copying under the Idaho Public Records Law, Idaho Code, Title 74, Chapter 1. The Public Records Law contains certain exemptions – one of which that is potentially applicable to part of your response is an exemption for trade secrets. Trade secrets include a formula, pattern, compilation, program, computer program, device, method, technique or process that derives economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by other persons and is subject to the efforts that are reasonable under the circumstances to maintain its secrecy. Prices quoted in a proposal are not trade secrets.

If any Proposer claims any part of a proposal is exempt from disclosure under the Idaho Public Records Law, the Proposer must: 1.) Indicate by marking the pertinent document “CONFIDENTIAL”; and, 2.) Include the specific basis for the position that it be treated as exempt from disclosure. Marking the entire proposal as “Confidential” is not in accordance with Idaho Public Records Law and will not be honored.

URA, to the extent allowed by law and in accordance with these Instructions, will honor a nondisclosure designation. By claiming material to be exempt from disclosure under the Idaho Public Records Law, Proposer expressly agrees to defend, indemnify, and hold URA harmless from any claim or suit arising from URA’s refusal to disclose such materials pursuant to the Proposer’s designation. Any questions regarding the applicability of the Public Records Law should be addressed to your own legal counsel prior to submission.

3.4 Insurance

Prior to executing any contract for CM/GC services with URA or commencing any work under the contract, the CM/GC firm will be required to provide evidence of the coverages listed below and pay all costs associated with the insurance coverage. Insurance policies or certificates of insurance will name URA as the named insured, and the CM/GC firm will maintain these minimum insurance coverages during the entire term of the contract:

- a. Professional Liability Insurance coverage with minimum coverage of One Million Dollars (\$1,000,000.00) per occurrence and a minimum aggregate limit of One Million Dollars (\$1,000,000.00).
- b. Commercial General Liability Insurance coverage with minimum coverage of Two Million Dollars (\$2,000,000.00) on an occurrence basis (rather than a claims-made basis).
- c. Automobile Insurance coverage with minimum coverage of Five Hundred Thousand Dollars (\$500,000.00) per occurrence for owned, non-owned, and hired vehicles.
- d. Worker’s Compensation Insurance in an amount as required by statute and Employer’s Liability Insurance in an amount not less than Five Hundred Thousand Dollars (\$500,000.00) for each occurrence, for all of the firm’s employees to be engaged in work on the project under contract and, in the case any such work is subcontracted, the CM/GC firm will require Subcontractors and trade contractors similarly to provide Worker’s Compensation and Employer’s

Liability Insurance for all the Subcontractors and trade contractors to be engaged in such work.

3.5 Bonding

As the General Contractor, the CM/GC must have the capability to bond for 100% of the contract price of the project estimated at the time the contract is negotiated and until such time that the entire project bids, the overall Guaranteed Maximum Price (GMP) for the work is established, and the bond is delivered to URA. The performance and payment bonds shall be AIA Document A312, 1984 or the most recent Edition, or a standard surety form certified approved to be the same as the AIA A312 form and shall be executed by a surety or sureties reasonably acceptable to URA and authorized to do business in the State of Idaho.

3.6 Taxes

URA is exempt from Federal and State taxes and will execute the required exemption certificates for items purchased and used by URA. Items purchased by URA and used by a contractor are subject to Use Tax. All other taxes are the responsibility of the Contractor and are to be included in the Contractor's pricing.

3.7 Legal Residency Requirement

By submitting a proposal, the Proposer attests, under penalty of perjury, that they are a United States citizen or legal permanent resident or that they are otherwise lawfully present in the United States pursuant to federal law. Prior to being issued a contract, the firm will be required to submit proof of lawful presence in the United States in accordance with Idaho Code § 67-7903.

3.8 Dual-Capacity License Requirements

Proposals will be accepted from Idaho licensed construction managers and the firm of which they are a principal or full-time employee who, prior to the proposal deadline, also have a valid public works contractor license as a general contractor pursuant to Idaho Code § 54-1902.

Idaho Code § 54-1902 requires that public works contractors and subcontractors have the appropriate Public Works License for the particular type of construction work involved, and the contractor must perform at least 20% of the work under contract. For clarification, the CM/GC does not have to self-perform any work. But, if the CM/GC bids on any of the work, it (and all contractors or subcontractors) must self-perform 20% of the public works construction work they were awarded after a competitive bid.

SUBMISSION PROCESS

4.1 Pre-Proposal Meeting

A **Pre-Proposal Meeting followed by a site tour** will be held at the Hansen Classroom, , 324 Hansen Street East, in Twin Falls beginning at **1:30 p.m. on Thursday, July 21, 2016**. URA strongly recommends attendance by the Proposers.

4.2 Forms Submitted

Proposers must submit the following completed forms by the proposal deadline:

- RFQ Submittal Cover Sheet – Attached to this RFQ as Exhibit A
- RFQ Waiver and Release – Attached to this RFQ as Exhibit B
- ONE (1) signed/printed original proposal.
- SEVEN (7) printed copies of the proposal.

ONE (1) flash drive with a digital (PDF) version of the entire proposal.

Failure to submit all requested information may render any proposal unresponsive and void.

4.3 Objections or Request for Clarifications to RFQ Requirements

Objections or requests for clarification of RFQ requirements must be in writing and received by URA, Attn: Jesse Schuerman, P.E. – URA Staff Engineer, Mailing Address: P.O. Box 1907, Twin Falls, ID 83303; or Deliver to Physical Address: 103 Main Avenue East, Twin Falls, ID 83301; or email to JSchuerman@tfid.org (phone (208)735-7252), at least four (4) business days before the date and time of submitting responses to the RFQ. (See Section 4.7 for specific dates.) The objection or request for clarifications of RFQ requirements must state the exact nature of the question including the specific portion or clause in the RFQ documents and explaining why the provision should be struck, added, or altered, and contain suggested corrections. URA may deny the request or modify the RFQ by Addendum.

4.4 Addenda

In the event it becomes necessary to revise any part of this RFQ, addenda will be issued. Information given to one Proposer will be available to all other Proposers if such information is necessary for purposes of submitting a proposal or if failure to give such information would be prejudicial to uninformed Proposers. It is the Proposer's responsibility to check for addenda prior to submitting a proposal. Failure to do so may result in the proposal being declared non-responsive. No addenda will be issued less than four (4) business days before the proposal deadline unless the deadline is extended.

4.5 Modification or Withdrawal of Proposal

A proposal submitted in response to this RFQ may be modified or withdrawn by the Proposer prior to the submission deadline set forth in this RFQ. After the submission deadline, the submitted proposal shall remain in effect for a minimum of 90 days for evaluation purposes.

4.6 Protest

If any participating Proposer objects to URA's notice of selecting a firm for CM/GC services, that Proposer shall respond in writing to the notice from URA within seven (7) calendar days of the date of transmittal of the notice, stating the express reason or reasons that the decision of URA's governing board is in error. Upon receipt of such objection, the URA Board shall review the award and determine whether to affirm, modify or re-issue the RFQ, setting forth the reason or reasons for its decision. At completion of the review process, URA may proceed as it deems to be in the public interest.

4.7 RFQ and Project Timeline

1. The RFQ and overall timeline for the Main Avenue Redevelopment Project is currently anticipated as follows, and may be adjusted at URA's discretion. If adjustments are made, the firms will be notified accordingly.

RFQ Advertisements (Twin Falls Times-News):	June 30, and July 7, 2016
RFQ Available (City of Twin Falls Website):	June 30, 2016
Pre-Proposal Meeting and Site Tour:	July 21, 2016, 1:30 p.m.
Final Date for Receipt of Questions from Proposers	July 22, 2016
RFQ Responses from CM/GC's Due:	July 28, 2016, 3:00 p.m.
URA Evaluation Committee Ranking, Short-Listing:	July 28 – August 12, 2016
Short-List and Interview Notification:	August 15, 2016
Firms' Criteria Responses and Interview Prep:	August 15 – August 22, 2016

Interviews with Short-Listed Firms at URA's option:	August 22 – August 24, 2016
URA Evaluation and Final Ranking:	August 25 – August 26, 2016
Notification of Selection:	August 31, 2016
Contract Negotiations with Selected Firm:	September 1 – September 16, 2016
CM/GC Contract Signed for Pre-Con Services:	September 16, 2016
CM/GC Contract Signed for Construction Services:	To follow in the fall of 2016
Construction Start:	Late winter (Feb. or March) 2017
Construction Substantially Complete:	October 31, 2017
Final Construction Completion:	November 22, 2017

2. The representatives of the Owner (URA, City, Design firm, Owner's Representative to URA) will evaluate all responses and will make recommendations, with the final decision being made by a subcommittee of the URA Board and/or the overall URA Board).
3. Proposals will be ranked based on the criteria outlined within this RFQ as applied to the written responses from proposing firms in response to this RFQ. Firms will be short-listed on this bases. At the discretion of the URA, a firm may be selected solely on the basis of the response to the RFQ. Or, the URA may short-list several firms and conduct interviews in the anticipated timeframes outlined above. If interviews are conducted, then short-listed firms will be re-ranked and re-scored by the URA (with input from its representatives) using the same categories of criteria, and based on the initial written proposal, plus impressions from the interview, and based on any new and relevant information provided by the short-listed firms at the interviews.
4. All CM/GC firms who submit responses to this Request for Qualifications will be notified when the Owner has made a final selection and has chosen to hire a CM/GC for the project.

REQUIRED CONTENT, EVALUATION, AND SELECTION

5.1 Required Submission Materials and Format

The Proposal format described here is meant to allow uniform review and consistent access to information by the evaluation committee. Proposals not conforming to the requested format or not in compliance with the specifications will be considered non-responsive.

SUBMITTAL PACKAGES MUST INCLUDE:

- a. RFQ Submittal Cover Sheet
- b. RFQ Waiver and Release
- c. ONE (1) signed/printed original proposal.
- d. SEVEN (7) printed copies of the proposal.
- e. ONE (1) flash drive with a digital (PDF) version of the entire proposal.

Proposers are invited to include information about innovative methods and/or procedures which they can provide to assist in ensuring successful completion of this project. Unique qualities and/or capabilities and cost efficiencies may be identified. For each of the specific areas listed below, Proposers should include a description of qualifications to serve as a CM/GC.

Submittal package must include the following information in the sequence set forth below. Proposers acknowledge they will be ranked according to the criteria below, with points applied as indicated.

Include a one-to-two page signed cover letter briefly stating the Proposer's understanding of the work to be done, the commitment to perform the work within the time period, and a statement as to why the firm believes it is qualified to perform CM/GC services for the project.

The following items 1 through 7 are required responses from proposing firms due at the time of RFQ responses (July 28, 2016).

1. Company Profile

Maximum Score: 10 Points

Page Limit: Maximum of two pages.

Describe your firm's history, size, resources, services provided, typical volume of work, financial stability, and basic construction management techniques and methods. Describe how your particular expertise, experience and/or techniques can be an advantage to the Owner in completing the projects.

2. Construction Management / General Contracting Approach

Maximum Score: 15 Points

Page Limit: Maximum of five pages.

Describe the firm's philosophy and approach to providing construction management services for the Main Avenue Redevelopment project, including both pre-construction phase services as well as construction phase services. Include a description of typical services provided, how the firm coordinates the work and the approach to dealing with construction issues such as unanticipated changes and work-around plans, quality control, disputes etc. List unique approaches and capabilities of the firm. Identify the Company's approach to bidding the project and establishing the GMP, with opportunities for local subcontractor bidders. Identify any areas the CM/GC is interested in bidding and self-performing.

3. Previous Similar Experience of the Company

Maximum Score: 15 Points

Page Limit: Maximum of three to six pages (one page per project referenced).

List the company's experience for at least three, but no more than six of the most similar projects (in terms of size, nature and complexity) completed within the last 10 years. Clearly identify the project scope, cost and the firm's responsibilities on the project. Relevant features to emphasize include, but are not limited to: urban renewal project experience, particularly street work and brick sidewalks and plazas; construction coordination during business hours in a downtown setting keeping the public safe from construction activities; building renovation experience in or adjacent to occupied spaces requiring coordination to minimize disruption to occupants during construction.

4. Experience of Individuals Proposed for the Project

Maximum Score: 20 Points

Page Limit: Maximum of eight pages.

Identify the specific individual principal in charge, project manager, project engineer, superintendent, scheduler, estimator etc. who would be involved in the project including their respective roles and responsibilities as well as the percentage of time devoted onsite, and percentage of time devoted from the home office, to the project. Discuss how these staff would provide leadership to facilitate teamwork and communications among all parties involved in the project including URA, Owner's Representative, Design firm, testing agency, City, Merchants, general public, and

the few residential tenants who live along Main Avenue. For each individual list their related experience for the three most similar projects or other similar projects in their portfolio including the project scope, cost, which firm the individual worked for at the time and the individual's responsibilities on the project. Include a project organization chart. Include construction management license information and brief resumes for all key staff.

5. Cost and Schedule Control

Maximum Score: 15 Points

Page Limit: Maximum of eight pages.

Identify the firm's cost and schedule tracking and control systems that will be used throughout the course of the project. Identify software used, and provide excerpts of reports as examples. Submit detailed description of how your firm will provide Value Management during design, a cost estimate with periodic updates and tracking and reporting of construction costs including line item costs for each bid package, fees, permits, contingencies and allowances, reimbursable costs, CM/GC fees, and all other project costs. Describe the primary scheduling techniques you use and the software you will employ to produce an effective construction schedule. Provide examples of successful construction management and scheduling services provided on similar projects. Discuss in detail how you intend to enforce contract schedule compliance from subcontractors and other parties.

6. Sample Project Documentation

Maximum Score: 10 Points

Page Limit: Maximum of three pages for summary narrative, plus additional pages (not to exceed 10 additional pages) for representative documents listed below.

For the most similar project provide a summary narrative of the results of the Proposer's cost, schedule and coordination management efforts and representative copies of the documents listed below.

- a) Initial estimate, GMP at the start of construction, and final project costs at the end of the project, with reasons for any significant variance
- b) Construction schedule at the start of construction and at the end of the project (as-constructed schedule), with reasons for any significant variances
- c) Subcontractor scope descriptions, construction management plan or other planning and coordination documents

7. Project References

Maximum Score: 15 Points

Page Limit: three pages (one-half page per reference, for 3 to 6 projects)

Provide references for the three different projects listed in the "Previous Similar Experience of the Company" section. References for up to three additional similar projects may also be submitted if desired. For each reference provide:

- a) Name of Project and Location, corresponding to the projects listed in the "Previous Similar Experience of the Company" section
- b) Name of Reference, company / agency, title and role during project interface
- c) Timeframe of project – year(s)
- d) Phone and e-mail contact information

Letters of Reference are not required but may be included as supplemental pages beyond the page limit shown for this section.

Total possible score (scoring by Owner with input from City, Owner's Representative, and Design Firm): 100 points.

5.2 Evaluation of Proposer

Proposals will be evaluated based on the Proposer's response and qualifications by a selection committee that will include URA representatives, the City of Twin Falls, Design Firm and Owner's Representative.

Before a firm is selected, URA may conduct reference checks or interviews with one or more Proposers as is necessary to evaluate and determine the performance record and ability of the Proposers to perform the size and type of work anticipated and to determine the quality of the service being offered. By submitting a proposal, the Proposer authorizes the URA to conduct reference checks as needed and interview as necessary.

The URA has the option of selecting a firm outright for contract negotiations, or short-listing several firms for interviews, based on criteria scoring. Proposers who are short-listed will not need to re-submit this information at the time of interviews, but will have the opportunity to emphasize their firms' qualifications with respect to this criteria at the time of the interview, at which time the selection committee will re-score the short-listed firms based on both the responses to the RFQ and impressions at the interviews. Following the interviews (if interviews are conducted), the URA will make its final selection and will enter into contract negotiations with the highest rated firm for this project.

5.3 Qualification Based Selection

Selection will be based on the procurement rules set forth in Idaho Code § 67-2320. Proposers must have current Idaho licenses for Construction Management and Public Works Construction as referenced in Section 3 and per Idaho Code. Final selection of a qualified CM/GC will be made by the URA Board with input from the City of Twin Falls, the Design firm, and the Owner's Representative to the URA. The URA Board has the right to waive or alter submission requirements or to reject any or all submissions, consistent with Idaho law. It is the Proposer's responsibility to conform to all applicable federal, state and local statutes or other applicable legal requirements. The information provided herein is intended to assist Proposers in meeting applicable requirements but is not exhaustive, and URA will not be responsible for any failure by any Proposer to meet applicable requirements.

QUESTIONS

During the RFQ Phase, please direct questions to: Jesse Schuerman, P.E. – URA Staff Engineer, phone: (208) 735-7252, email: JSchuerman@tfid.org.

Upon receipt of this RFQ, proposing firms are asked to email or phone Jesse Schuerman, P.E. – URA Staff Engineer, at JSchuerman@tfid.org, phone (208) 735-7252 with your firm name, contact information, address, phone, and email, to advise him that you have downloaded the RFQ from the City of Twin Falls website, <http://www.tfid.org/bids.aspx>. That way your firm will be on the distribution list for any Addenda or other information being sent to proposing firms during the RFQ phase.

Following selection of a CM/GC by URA, the Owner's Representative for primary interface with the CM/GC on behalf of the URA throughout the course of the project will be Paul Johnson of CH2M.

EXHIBITS:

A: RFQ Submittal Cover Sheet

B: RFQ Waiver and Release

C: Sketch: Main Avenue
Construction Phasing

EXHIBIT A

**RFQ: CM/GC SERVICES –MAIN AVENUE
REDEVELOPMENT PROJECT, TWIN FALLS,
IDAHO, SUBMITTAL COVER SHEET**

TO:

Urban Renewal Agency of the City of Twin Falls, Interim City Hall

URA Executive Director's Office

Jesse Schuerman, P.E. – URA Staff Engineer, for Phil Kushlan – Executive Director

Mailing Address: P.O. Box 1907, Twin Falls, ID 83303

Or Deliver to Physical Address: 103 Main Avenue East, Twin Falls, ID 83301

Firm Name:

Mailing Address:

Physical Address:

Telephone: Fax:

E-mail Address:

Firm's officer responsible to URA for CM/GC services contemplated by this RFQ:

SIGNATURE: X

Print Name / Title:

Mailing Address:

Physical Address:

Telephone: Fax:

E-mail Address:

License Information: Idaho Public Works Contractor License #

Idaho Public Works Construction Management License #

Held by (name of licensed CM who will be responsible).

If you answer yes to any of the following questions, provide complete explanation on a separate sheet.

- a. Has any one of your current or former sureties or bonding companies ever been required to perform under or canceled a bid bond, labor or material payment or a performance bond issued on your firm's behalf?
 Yes No
- b. Has your firm ever been denied coverage or had coverage terminated or cancelled by any insurer during the past five (5) years? (If so, please state the company, date, reason and specific details.)
 Yes No
- c. Within the past five (5) years has your current firm or any predecessor organization been involved as a party or filed a claim in any bankruptcy, litigation, mediation or arbitration proceedings?
 Yes No

EXHIBIT B

REQUIRED WAIVER & RELEASE (REQUIRED FOR SUBMISSION)

The undersigned has read this waiver and release and fully accepts the Urban Renewal Agency (URA) of Twin Falls discretion and non-liability as stipulated herein, and expressly for, but not limited to, URA's decision to proceed with a qualification based selection process in response to the Request for Qualifications (RFQ) to select a firm to supply CM/GC services to URA for the Main Avenue Redevelopment Project.

- A. Discretion of URA: The firm or individual submitting a response to this CM/GC RFQ agrees that URA has the right to, unless contrary to applicable state law:
- 1) Modify or suspend any and all aspects of the process seeking proposals and making any decisions concerning the CM/GC services RFQ.
 - 2) Obtain further information from any person, entity, or group regarding the Proposer, and to ascertain the depth of Proposer's capability and experience for supplying CM/GC services and in any and all other respects to meet with and consult with any Proposer or any other person, entity, or group;
 - 3) Waive any formalities or defects as to form, procedure, or content with respect to URA's RFQ to select a CM/GC firm and any response by any Proposer thereto;
 - 4) Accept or reject any sealed proposal received in response to the RFQ, including any sealed proposal submitted by the undersigned; or select any one proposal over another in accordance with the selection criteria;
 - 5) Accept or reject all or any part of any materials or statements, including, but not limited to, the nature and type of proposal.
- B. Non-Liability of URA:
- 1) The undersigned agrees that URA shall have no liability whatsoever of any kind or character, directly or indirectly, by reason of all or any decision made at the discretion of URA as identified above.
 - 2) The undersigned, including all team members, have carefully and thoroughly reviewed the RFQ and has found it to be complete and free from ambiguities and sufficient for their intended purpose.

Respondent's Signature:

Print Name:

Print Title:

Name of Firm:

Date:

Sketch: Main Avenue Construction Phasing

EXHIBIT C

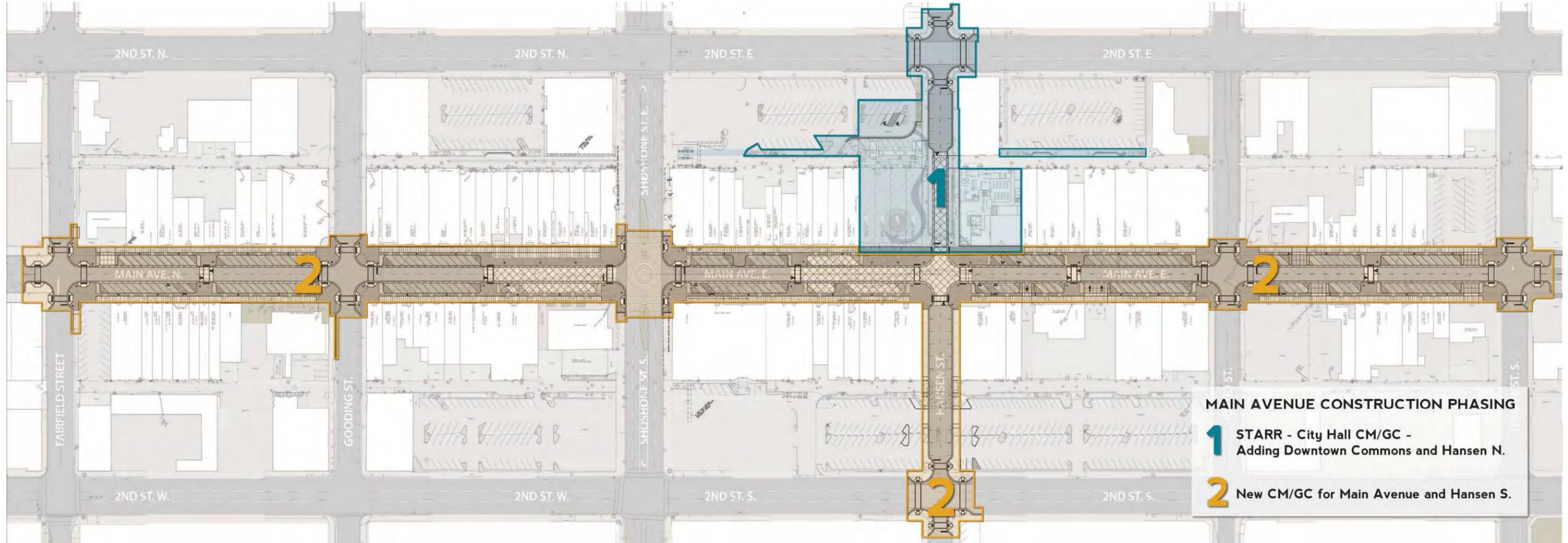




Exhibit D: Construction Manager's Response to RFQ

(Available upon request from City of Twin Falls URA Staff)



Exhibit E: Drawings and Specifications

- Main Street Improvements Phase 1 90% Review Set dated July 2016
- Main Avenue and Hansen to South 90% Plans Utilities and Electrical
- Main Avenue and Hansen to South 90% Specs Electrical AEI 2016-08-26
- Main Avenue and Hansen to South 90% Specs Utilities J-U-B 2016-08-26
- Final Review October 2016

The Urban Renewal Agency of the City of Twin Falls
Main Avenue (Fairfield to Jerome) and Hansen Sreet (2nd Ave S to Main Ave) Improvements
Preliminary Quantities Estimate - For Planning Purposes Only
 Last Updated: 8/8/16

Item No.	Description	Unit	Unit Price	Main Avenue (Fairfield to Jerome)		Hansen Street (2nd Ave S to Main Ave)	
				Quantity	Total Amount	Quantity	Total Amount
1	Mobilization	LS		1	\$ -	1	\$ -
2	Contractor General Conditions (5% per URA)	LS		1	\$ -	1	\$ -
3	Removal of Obstructions	LS		1	\$ -	1	\$ -
	Removal of Tree	EA		158		13	
	Removal of Catch Basin	EA		13		1	
	Removal of Storm Pipe	LF		630		80	
	Removal Street Light	EA		62		6	
	Removal of Sidewalk/Curb	SY		9,010		310	
	Removal of ACP and PCC Pavement	SY		16,030		2,200	
	Removal of Bench	EA		15		-	
	Removal of Landscape Conc. Structure	EA		11		-	
4	Excavation	CY		9,500	\$ -	1,200	\$ -
5	Borrow	CY		1,010	\$ -	60	\$ -
6	Water Main Extension, Fire Hydrant and Appurtenance	LS		1	\$ -	-	\$ -
7	12-Inch Storm Drain Pipe, Corrugated Polypropylene	LF		1,640	\$ -	190	\$ -
8	15-Inch Storm Drain Pipe, Corrugated Polypropylene	LF		1,180	\$ -	-	\$ -
9	Storm Drain Catch Manhole	EA		6	\$ -	-	\$ -
10	Inlet Catch Basin - Type I	EA		38	\$ -	4	\$ -
11	Inlet Catch Basin - Type II	EA		5	\$ -	3	\$ -
12	Portland Cement Concrete Pavement - Class 4000, Thickness 7-Inch	SY		2,500	\$ -	-	\$ -
	PCC Pavement	SY		2,271		-	
	Speed Table/Speed Hump	SY		224		-	
13	6-Inch Vertical Curb (No Gutter)	LF		3,500	\$ -	400	\$ -
14	Standard 6-Inch Vertical Curb and Gutter	LF		2,010	\$ -	820	\$ -
15	Concrete Valley Gutters	LF		3,610	\$ -	-	\$ -
16	Concrete Sidewalks, Thickness 4-Inch	SY		-	\$ -	760	\$ -
17	Concrete Sidewalks With Thickened Edge, Thickness 4-Inch	SY		4,740	\$ -	-	\$ -
18	Concrete Driveway Approaches	SY		640	\$ -	160	\$ -
19	Pedestrian Ramp With Detectable Warning Domes, Type A (10' Wide)	EA		38	\$ -	-	\$ -
20	Pedestrian Ramp With Detectable Warning Domes, Type A (4' Wide)	EA		-	\$ -	8	\$ -
21	Pedestrian Ramp With Detectable Warning Domes, Type F	EA		5	\$ -	-	\$ -
22	Unit Pavers With Chip Base	SF		40,175	\$ -	-	\$ -
23	3-Inch Minus Uncrushed Aggregate Base	TN		5,200	\$ -	800	\$ -
	HMA Pavement (9")	TN		4,460		616	
	Standard 6-Inch Vertical Curb and Gutter (9")	TN		207		85	
24	Crushed Aggregate for Base Type 1	TN		7,600	\$ -	800	\$ -
	HMA Pavement (6")	TN		2,974		411	
	PCC Pavement (8")	TN		1,026		-	
	6-Inch Vertical Curb (No Gutter) (4")	TN		40		5	
	Standard 6-Inch Vertical Curb and Gutter (4")	TN		92		38	
	Concrete Valley Gutters (10") Typical Road Section	TN		450		-	
	Concrete Valley Gutters (7") Festival Street Section	TN		118		-	
	Concrete Sidewalks (4")	TN		974		156	
	Unit Paver (4")	TN		924		-	
	Concrete Driveway Approaches (4")	TN		132		31	
	Pedestrian Ramp With Detectable Warning Domes (4")	TN		117		16	
25	Plant Mix Pavement	TN		1,900	\$ -	400	\$ -
26	Irrigation System	LS		1	\$ -	1	\$ -
27	Sediment Control	LS		1	\$ -	1	\$ -
28	Street Lighting and Electrical	LS		1	\$ -	1	\$ -
29	Construction Traffic Control	LS		1	\$ -	1	\$ -
30	Pavement Line Paint or Painted Pavement Marking	LS		1	\$ -	1	\$ -
	HC Symbol	EA		8		-	
	Yellow Center Line	LF		1,852		255	
	Paint Line	LF		8,362		257	
	Traffic Pavement Symbol	EA		3		-	
	Speed Table Marking	EA		9		1	
31	Thermoplastic Pavement Markings	LS		1	\$ -	1	\$ -
	Crosswalk	LF		1,182		244	
	Stop Line	LF		174		24	
32	Permanent Signing	LS		1	\$ -	1	\$ -
	New Sign	EA		24		-	
	Relocation of Existing Sign	EA		58		10	
	Removal of Existing Sign	EA		15		1	
33	Reference and Reset Monument	EA		5	\$ -	-	\$ -
34	Subgrade Separation Geotextile	SY		15,260	\$ -	1,840	\$ -
35	Site Furnishings	LS		1	\$ -	-	\$ -
	Bench	EA		40		-	
	Trash/Recycling Receptacle	EA		30		-	
	Bicycle Rack	EA		15		-	
	Hanging Flower Basket	EA		80		-	
36	High Impact Bollard (Non-Lighted)	EA		63	\$ -	-	\$ -
37	Clock Relocation	LS		1	\$ -	-	\$ -
38	Artworks Relocation	LS		1	\$ -	-	\$ -
39	Wells Fargo Bank Topping Slab Replacement	LS		1	\$ -	-	\$ -
	Removal of Topping Slab			1,625		-	
	Water Proof Membrane			1,625		-	
	Topping Slab			1,625		-	
40	"Old Key Bank" Topping Slab Replacement	LS		1	\$ -	-	\$ -
	Removal of Topping Slab			280		-	
	Water Proof Membrane			280		-	
	Topping Slab			280		-	
41	Twin Beans/Moose Hill Basement Retrofit (Fill)	LS		1	\$ 1.00	-	\$ -
42	Basement/Void Retrofit Allowance	CA	\$ 1.00	1	\$ 50,000.00	-	\$ 50,000.00
43	Root Barrier	LF		3,450		-	
44	Liriodendron tulipifera / Tulip Tree (25 Gal)	EA		76		-	
45	Prunus cerasifera 'Newport' / Newport Purple Leaf Plum (2.5" Cal)	EA		12		-	
46	Pyrus calleryana / Flowering Pear Tree (25 Gal)	EA		16		-	
47	Artemisia 'Silver Mound' (1 Gal)	EA		444		-	
48	Astilbe 'Bridal Veil' (1 Gal)	EA		346		-	
49	Calamagros x acutiflora (3 Gal)	EA		194		-	
50	Cornus cornaceae 'Artic Sun' (5 Gal)	EA		36		-	
51	Cornus stolomifera 'Farrow' (5 Gal)	EA		70		-	
52	Echinacea 'Matthew Saul' (1 Gal)	EA		104		-	
53	Euonymus fortunei 'Emerald 'n Gold' (2 Gal)	EA		8		-	
54	Euronymus fortunei 'Wintercreeper' (2 Gal)	EA		148		-	
55	Festuca glauca (1 Gal)	EA		584		-	
56	Helicototrichen sempervirens (1 Gal)	EA		211		-	
57	Pinus mugo (5 Gal)	EA		100		-	
58	Pennisetum alopecuroides 'Little Bunny' (1 Gal)	EA		289		-	
59	Rhus aromatica 'Gro-Low' (5 Gal)	EA		100		-	
60	Rudbeckia fulgida 'Goldstrum' (1 Gal)	EA		64		-	
61	Tree Grate with Frame (4'x6')	EA		76		-	
62	Tree Guard (Festival Area Only)	EA		12		-	
63	Topsoil	CY		450		-	
64	Shredded Bark Mulch (4")	CY		100		-	
65	Unexpected Site Changes (Contingency Amount)	CA					
Total							

Twin Falls Main Avenue Basement Treatment Options

Draft—August 9, 2016

To: Phil Kushlan, Executive Director Twin Falls Urban Renewal Agency; Travis Rothweiler, City Manager, City of Twin Falls; Jesse Schuerman, Engineer to the Urban Renewal Agency; Jackie Fields, City Engineer; and Paul Johnson and Mark Bowen, CH2M

From: Mandi Roberts, Doug Sarkkinen, and Nico Vanderhorst, Otak

Matrices showing potential treatment options for each of the three larger basement locations within the Main Avenue project are provided on the following pages. In addition to the pros and cons shown for each of the options, the following important points should be considered. This information is provided for the Twin Falls Urban Renewal Agency and the City of Twin Falls to review and consider in making a decision about the preferred direction for design and construction in these three areas of the project.

- While the current sidewalks were not designed to support HS-20 loading, they have been in their current structural state since the 1970 improvement project (approx. 46 years) and do not show incidences of structural failure or compromise (from occasional vehicle loads or other activities).
- As-built or record drawings of the 1970 streetscape project are not available for review and it is not known what standards were followed in the design and construction of the project improvements. As such, the structural investigation was completed to ascertain as much as possible the existing structural conditions of the sidewalk slabs and supporting structures and the potential loads being carried.
- Otak has consulted with the City of Twin Falls Fire Marshall, who has indicated that fire trucks and emergency vehicles are not driven on sidewalk areas. Ladder trucks would raise ladders from the street or parking bay areas. (Currently the City does not have large ladder trucks, but may have them in the future.)
- Regardless of the option selected for the Wells Fargo Bank building (which has the largest expanse of basement area under the sidewalks), the building manager has indicated an interest in working with the URA/City to have access to the exterior corner of the building during construction to inspect and repair any cracks in the building walls and apply waterproofing as needed to address existing leakage problems in the Shoshone/Main corner area.
- With any of the options selected, areas where water (drainage or irrigation) is currently leaking into basements could be sealed/waterproofed as part of the streetscape project.
- Regardless of the options selected for the Wells Fargo Bank and Old Keybank buildings, large expanses of basements under the sidewalk on Shoshone are outside the project area and would still remain in their current structural state as no improvements are proposed in these areas. It should be noted that beneath portions of these basement areas (in the Shoshone right-of-way) there are major electrical/mechanical rooms and features that would be extremely challenging and expensive to move out of the right-of-way, and these are located outside the proposed project improvement area.
- Otak met with Mr. Crowley, owner of the Crowley building (where Moose Hill and Twin Beans currently lease space) when he came to the building during the structural investigation work. Mr. Crowley was

extremely cooperative and expressed a strong willingness and interest to work in partnership on a potential solution for his building. He was surprised that the basement area at his building was in its current condition, and he was concerned about the periodic water leaks from the sidewalk that are coming into the basement. He indicated that it might be better for all involved to go ahead and fill his basement area in (which is much smaller than the other two bank building locations). One of his tenants, however, does not support filling in the basement. We indicated that when the structural investigation was complete, we (or representatives of the URA and City) would be back in touch with him to discuss options. If it is determined that the Crowley building basement is to be walled off the rest of the way and filled in (half of the basement is already walled off but not yet filled in), the owner and tenants would need to remove items being stored down there and some lights would need to be moved/rewired. There is also a fireplace on the outer wall under the sidewalk that would need to be addressed. The CMU wall built half way along the property line (Twin Beans side) appears to be well constructed with well grouted joints.

- Regardless of the options pursued for the buildings at the corner of Main and Shoshone, Idaho Transportation Department (ITD) coordination is in process during design and will continue to be required during construction because improvements are being made in the ITD right-of-way (Shoshone Street). Mandi Roberts has met with various staff from ITD during the course of design to discuss the project. Formal review by ITD is in process.
- Private property owners may be willing to partner in the cost of improvements depending on the solutions selected.
- If solutions are selected that would require extensive coordination with private property owners, work on privately owned buildings/structures (such as in the case of Options 2 and 3), the project could be delayed in these areas. Also legal consultation would be needed to address work related to privately owned property.

102 Main Avenue – Wells Fargo Bank

Option A

Retain Current Structure and Rebuild Cap

PROS:

- Lowest construction cost
- Least level of property owner coordination/cooperation required of the three options
- Sidewalks would support the weight of a loaded pick-up truck and other small vehicles
- Sidewalks could be delineated and closed to heavy vehicle traffic through placement of bollards, planters, etc.

CONS:

- Would not support the HS-20 loading that the rest of the sidewalk areas are being designed to (which would support a wider variety of vehicles, including heavy trucks and heavy point loads on the sidewalks)

Option B

Strengthen Structure to Support HS-20 Loading and Rebuild Cap

PROS:

- Sidewalks would support HS-20 loading like the rest of the sidewalk areas on grade

CONS:

- Higher construction cost than Option 1 (but lower than Option 2)
- More property owner coordination and time required than Option 1; would need formal agreements to work on building/structural elements owned by private entity

Option C

Wall Off and Fill In Portion of Basement in Project Area

PROS:

- Sidewalk areas could be designed similarly to other on grade areas of the project
- HS-20 loads supported

CONS:

- Highest construction cost
- Most intensive level of property owner coordination/cooperation required and extensive time would be needed
- All of basement area is not within the scope of the project/limits of improvements so some basement areas would likely remain as is

103 Main Avenue – Old Keybank/Now Twin Falls City Hall

Option A

Retain Current Structure and Rebuild Cap

PROS:

- Lowest construction cost
- Least level of property owner coordination/cooperation required of the three options
- Sidewalks would support the weight of a loaded pick-up truck and other small vehicles
- Sidewalks could be delineated and closed to heavy vehicle traffic through placement of bollards, planters, etc.

CONS:

- Would not support the HS-20 loading that the rest of the sidewalk areas are being designed to (which would support a wider variety of vehicles, including heavy trucks and heavy point loads on the sidewalks)

Option B

Strengthen Structure to Support HS-20 Loading and Rebuild Cap

PROS:

- Sidewalks would support HS-20 loading like the rest of the sidewalk areas on grade

CONS:

- Higher construction cost than Option 1 (but lower than Option 2)
- More property owner coordination and time required than Option 1; would need formal agreements to work on building/structural elements owned by private entity

Option C

Wall Off and Fill In Portion of Basement in Project Area

PROS:

- Sidewalk areas could be designed similarly to other on grade areas of the project
- HS-20 loads supported

CONS:

- Highest construction cost
- Most intensive level of property owner coordination/cooperation required and extensive time would be needed
- All of basement area is not within the scope of the project/limits of improvements so some basement areas would likely remain as is

144/148 Main Avenue – Crowley Building (Tenants: Twin Beans Coffee/Moose Hill Antiques)

Option A

Retain Current Structure and Rebuild Cap

PROS:

- Lowest construction cost
- Least level of property owner coordination/cooperation required of the three options
- Sidewalks would support the weight of a loaded pick-up truck and other small vehicles
- Sidewalks could be delineated and closed to heavy vehicle traffic through placement of bollards, planters, etc.

CONS:

- Would not support the HS-20 loading that the rest of the sidewalk areas are being designed to (which would support a wider variety of vehicles, including heavy trucks and heavy point loads on the sidewalks)

Option B

Strengthen Structure to Support HS-20 Loading and Rebuild Cap

PROS:

- Sidewalks would support HS-20 loading like the rest of the sidewalk areas on grade

CONS:

- Higher construction cost than Option 1 (but lower than Option 2)
- More property owner coordination and time required than Option 1; would need formal agreements to work on building/structural elements owned by private entity

Option C

Wall Off and Fill In Portion of Basement in Project Area

PROS:

- Sidewalk areas could be designed similarly to other on grade areas of the project
- HS-20 loads supported
- The area is limited and the basement depth is lower than the other two locations; less challenging to wall and fill than other two locations

CONS:

- Highest construction cost
- Most intensive level of property owner coordination/cooperation required and extensive time would be needed; but property owner seems open to this option and may be interested in partnering

Memorandum



Hanmi Global Partner

700 Washington Street
Suite 401
Vancouver, WA 98660
Phone (360) 737-9613
Fax (360) 737-9651

To: Mandi Roberts, Project Manager

From: Douglas Sarkkinen, PE

Copies: File

Date: August 3, 2016

Subject: Basement Extension Investigation, Main Ave, Twin Falls, Idaho 32433

Project No.:

Introduction and Background

This memorandum summarizes conditions related to three buildings along Main Avenue E between Shoshone Street and Hansen Street that have basements that extend out past the right-of-way lines and under the sidewalks.

The structural investigation was performed on July 11th and 12th of 2016 to assess characteristics of the slabs over the top of these basement areas. The investigation involved access and a visual review in each of the basement areas, review of the available drawings, field measurements, Ground Penetrating Radar (GPR) testing and coring of holes in the concrete lids for verification of the size and depth of the steel reinforcing that is in the slabs.

It should be noted that the focus of the investigation was on the structural properties of the concrete slab and beam system that holds up the lids over the basement areas that are under the sidewalk. This entailed verification of slab thicknesses as well as steel reinforcing depth, size and spacing. The investigation reviewed numerous areas, and while the results yielded a certain confidence level of the general construction of the basement lids, it did not investigate and document every square foot of area and every detail.

The field investigation was performed by Douglas Sarkkinen, a Senior Structural Engineer with Otak, and the GPR testing was performed by Materials Testing & Inspection from Boise, Idaho. A copy of the results of the GPR testing is attached to this memorandum.

Description of Basement Locations and Characteristics

Based on earlier ground penetrating radar analysis and surveys of property owners completed by J-U-B, three buildings were identified as having larger basement areas under the sidewalks (within the right-of-way) within the Main Avenue project limits. See Figure A. Field visits confirmed the extent of these basement areas at the three locations. There are also other smaller voids (abandoned coal chutes, etc.) along and under the sidewalk areas that are being address through details in the design plans.

It should be noted that record drawings from the 1970 streetscape improvement project are not available for review. The standards that the sidewalks were designed to for the 1970 project are not known. It appears that these sidewalks were designed concrete topping slabs capped over a structural slab of varying dimensions. In some cases a waterproofing membrane was installed between the two slabs.

The areas of sidewalk that have basements below are not currently separated from the street by any barriers, so it is possible vehicular traffic could mount the curb and drive over the top of these areas. These sidewalks have been in this condition for 46 years (approximately), and it does not appear that there have been any incidents related to structural failure or compromise in the current structures.

None the less, the sidewalks along Main Avenue are planned to be replaced, and the new sidewalks in areas on grade are being designed to current standards and to support HS-20 loading. This structural analysis was conducted to try to determine the existing structural conditions below the topping slabs that are in place and the loading level they might be able to support. Once that is understood, various options can be considered for design treatments in these areas (see the accompanying document “Basement Treatment Options and Considerations”). This supporting document shows options in a matrix format for each basement location, along with the estimated construction cost of each option.

The three buildings that have larger basements along Main Avenue are shown in the approximately locations in Figure A below and are described as follows:

102 Main Avenue – Wells Fargo Bank

The basement area extending out from under the Wells Fargo Bank is a finished space with lighting, cabinetry, finished walls, carpet, and in some areas HVAC equipment, as well as other features. The basement extends approximately 13 feet out from the face of the building with a length of approximately 95 feet along Main Avenue and a similar distance extending back along

Shoshone Street (only along the older portion of the building, as it appears that the basement area under the sidewalk in the newer portion of the building has been filled in).

We did not investigate the area of basement along Shoshone Street as it was outside the project limits. Although we did visually review the extent of this area and features below the sidewalk in the Shoshone right-of-way and found similar conditions of built out space, along with major electrical circuitry equipment southwest corner.

There were no original design drawings available for the basement area. However, there was a set of drawings for an interior renovation of the basement area dated 1970 that showed general locations of steel beams above the ceiling in the basement extension area. Based on our observations, it appears that the original basements may have been constructed when the original building was constructed (on the order of a century ago), and then the slab over basements reconstructed possibly 50 or 60 years ago.

103 Main Avenue – Old Keybank/Now Twin Falls City Hall

This building has two closet areas extending under the sidewalk along Main Avenue, and closets and basement areas under the sidewalk along Shoshone Street (but none of these appear to be within the proposed project improvement area). The two areas along Main Avenue are finished spaces with a hard (GWB or plaster) lid on the ceiling. A closet space on the Shoshone side is similarly finished but the other basement areas under the sidewalk along Shoshone are unfinished and the concrete and steel beams are exposed. There were no drawings of the building available for review. The vintage of the construction in the basement is estimated to be 50 to 60 years old.

144/148 Main Avenue – Crowley Building (Tenants: Twin Beans Coffee/Moose Hill Antiques)

These two addresses are actually part of one building that has a demising wall separating each space. The building is owned by the Crowley family. The basement area under the sidewalk in front of this building extends approximately 13 feet out from the face of the building, and it extends for a length of approximately 50 feet along the full frontage of the building. There is masonry wall that separates the basement extension from the basement in 144 Main, whereas the whole basement extension is accessible from 148 Main. The slab was partially covered by a plaster ceiling. The sign on the building indicated that it was constructed around 1910, but it appears that the concrete lid over the basement extension was constructed at a much later date.

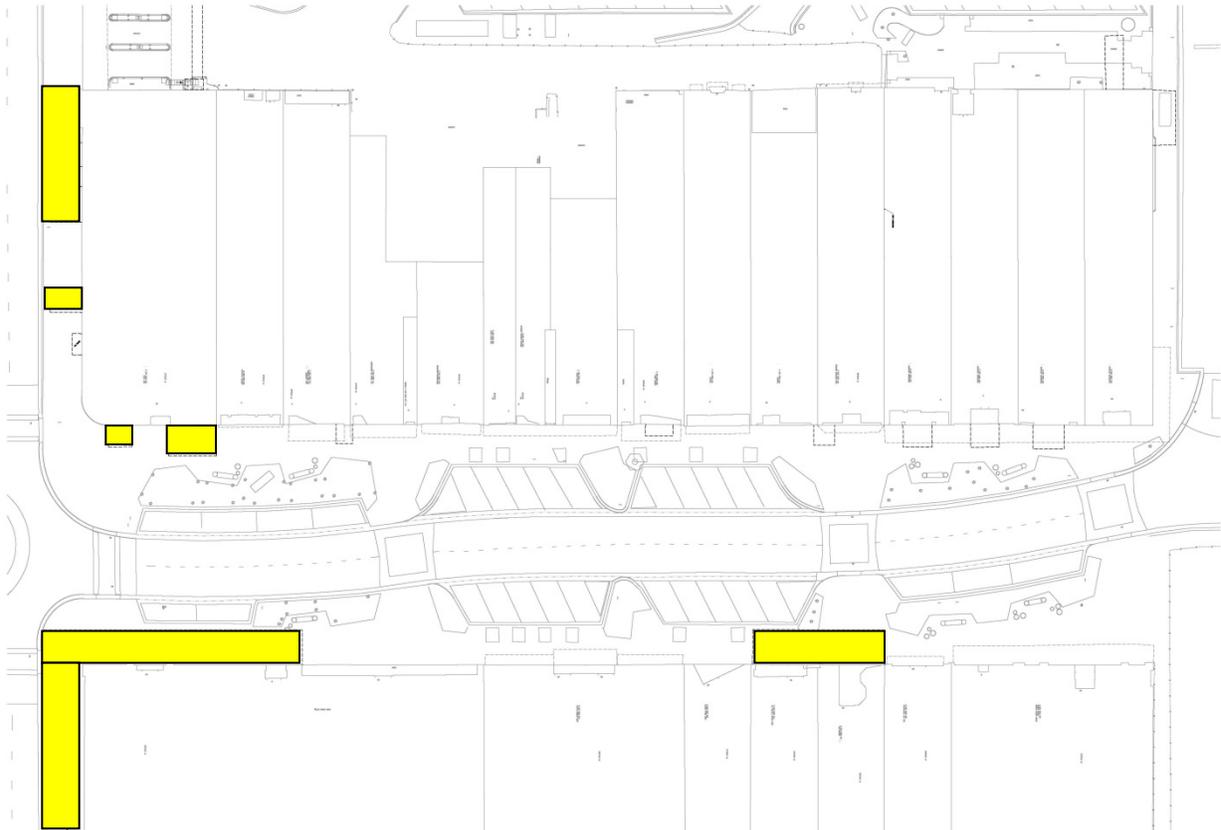


Figure A—Locations of Three Basement Extension Areas Based on GPR by J-U-B Engineers

Site Review

102 Main Avenue – Wells Fargo Bank

The site review here consisted of the use of GPR from above and below the slab, as well as visual inspection of the beams and slab from the underside. The size and spacing of the steel beams were measured, as well as review of the connections that were visible. One hole in the concrete was drilled from the underside to verify the reinforcing size and cover. The hole was patched with a non-shrink grout after the investigation was complete. Based on the hardness of drilling, the strength of the concrete could be assumed to be at least in the 3000 psi to 4000 psi range.

The general structural system for supporting the sidewalk here is steel beams spaced

approximately 4 feet on center that span from the building line out to the perimeter wall with a 4 inch thick concrete slab that spans between each beam. The reinforcing in the structural slab was #3 bars longitudinal at 8 inches on center and #4 bars transverse at 8 inches on center. A 6.5 inch concrete topping slab was over the top of the structural slab and there was what appeared to be an elastomeric fluid applied membrane over the top of the sidewalk in this area. In the access door area in the sidewalk along Shoshone Street, the thickness of structural slab and topping slab matched the results of the GPR readings. The GPR data indicated that the topping slab had reinforcing, with indications of it being a welded wire mesh with 6-inch spacing.

The building managers reported that there has been an ongoing leakage problem near the corner of Shoshone and Main Avenue that is resulting in water penetrating through the wall and into the interior of the basement in that corner. The building managers have tried to fix the problem by sealing the top of the sidewalk and installing an interior water collection system. However, they report that what is really needed is a waterproofing treatment on the outside skin of the building below grade (as well as a visual observation of where the leak is originating and fixing any holes or cracks that may be allowing water through). There was some concern that the existing catch basin at that corner (on Shoshone) may be backing up and/or otherwise not draining properly and causing water to leak into the basement. However, the water is clearly seeping through the wall structure, which is not water tight.

103 Main Avenue – Old Keybank/Now Twin Falls City Hall

The site review here consisted of the use of GPR from above and below the slab in the basement areas under Shoshone Street and the use of GPR only from above for the two areas of basement under the sidewalk along Main Avenue. This is because the structural slab in these two areas was covered from below and not accessible. No holes were drilled in these slabs to verify the reinforcing. The GPR data showed some consistency between the slabs along Main Ave and Shoshone Street, and it would be expected they would be similar as they appear to have the same construction type and are part of the same building. The data indicated that the structural slab was 6.5 inches thick and the topping slab 4 inches thick.

144/148 Main Avenue – Crowley Building (Tenants: Twin Beans Coffee/Moose Hill Antiques)

The site review here consisted of the use of GPR from above and below the slab, as well as visual inspection of the slab from the underside. There was plastic on the underside of the slab, and obvious water leakage, apparently from a water pipe or spigot above on the side of the building being used to water flower pots. One hole in the concrete was drilled from the underside to verify the reinforcing size and cover. The hole was patched with a non-shrink grout

after the investigation was complete. Based on the hardness of drilling, the strength of the concrete could be assumed to be at least in the 3000 psi to 4000 psi range.

The general structural system for supporting the sidewalk here is a single 8 inch thick slab that spans from the building line out to a perimeter wall with a 4 inch thick concrete topping slab. The reinforcing in the structural slab was #4 bars longitudinal at 12 inches on center and #5 bars transverse at 4 inches on center. The GPR data indicated that the topping slab had reinforcing, with indications of it being a welded wire mesh with 6 inch spacing.

It should be noted that only the slab was investigated, and that any type of transverse beam at the building line was hidden and not accessible. The exterior wall appeared to be of older construction type than the structural slab above. The wall appeared to have several cracks and some evidence of water leakage was noted at the juncture between the wall and the slab.

Conclusions

102 Main Avenue – Wells Fargo Bank

Based on the data available, we performed a structural analysis to determine the loading capacity of the slab above the basement in this area. From our calculations, it appears that the structural slab was designed for a live load of 250 psf, as the calculated capacities were in this range. The building codes that were in effect from 1950 and until today have a requirement that sidewalks be designed for a 250 psf live load, which appears to have been met. However, the older codes did not require designs for specific point loads from the tires of heavier vehicles.

Our calculations indicate that the structural slab alone will accommodate a 5 ton vehicle loading, which is a heavy loaded pickup truck. A single isolated point load of 5,000 lbs would also be acceptable on this slab. If the topping slab remains, a heavier vehicular load or point load (25% more) could be accommodated as the topping slab would help spread out the point loads of the wheels. It should be noted that the slab cannot support an HS-20 vehicular load, which is 36 tons.

If this basement area is to remain, the existing slab can remain or be replaced with concrete or possibly a combination of concrete with pavers (design detail to be determined). If the slab is replaced, it would be prudent to install a new water proof membrane over the top of the structural slab and detail it such that proper drainage occurs. We would also recommend bollards and other elements (planter pots for example) to delineate the sidewalk area and

deter vehicle access on the sidewalks.

The following are three options for this area:

1. Existing slabs to remain: This involves removal of the existing concrete topping slab, installation of a new waterproof membrane that is detailed for proper drainage, and then replacement of the concrete topping slab. Bollards, planter pots, and other protection should then be installed between the street and sidewalk to preclude large trucks from driving on the sidewalk in this area.
2. Strengthen existing slab to accommodate an HS20 Loading: The exterior work would be the same as for Option 1. Additional steel beams could be added underneath to accommodate the point loads from a heavier truck. This would entail removal and replacement of architectural finishes in the basement area along with dealing with the impacts to the ductwork and lighting that is present. There would be a need to coordinate more intensively with the property owner, which could take time.
3. Remove the slab and infill the area: This would involve bracing of the exterior wall and removal of the topping slab, structural slab and steel beams. A new concrete wall and footing would then be constructed at the building line, with detailing to accommodate waterproofing to protect the remaining basement areas.

Some type of lightweight fill or geofoam could be then used for the majority of the fill, with the top portion being compacted gravel. This is to lessen the impact of new loading or surcharge affecting the existing building foundations. The final surface could then be either a concrete sidewalk slab or some type of paver. The perimeter concrete wall could be removed to at least 4 feet below grade to minimize future conflicts with utilities or other underground items. The final paving could then match the other areas on the project that do not have basement areas under the sidewalk.

However, it should be noted that Option 3 may be cost prohibitive due to the depth of fill that would be required and the extensive amount of interior work that would be needed (relocation of HVAC equipment, electrical work, interior finishes and cabinetry, etc.) In addition, a large portion of the basement along the Shoshone side is outside the proposed area of project improvements. So it is

unclear how this area would be treated if portions under the project were filled. The level of construction under Option 3 would require extensive coordination and potential partnership with the property owner, as well as with ITD.

The Wells Fargo building basement areas, while being lighted and finished, were not occupied at the time of our visit; some rooms were being used for storage; some rooms were empty.

103 Main Avenue – Old Keybank/Now Twin Falls City Hall

This area had much more limited data, but from what was available and the assumptions about similarity are used, it is our opinion that the structural capacity of the slab above the two basement areas along Main Avenue are similar to that noted above for 103 Main; an allowable live load of 250 psf, a maximum vehicular weight of 5 tons or a maximum point load of 5,000 lbs. As noted above, this slab does not have a calculated capacity to support an HS-20 vehicular loading.

Two smaller areas extend under the sidewalk in the right-of-way on Main Avenue, while no basement extensions appear to be located within the limits of the project on the Shoshone side. The recommendations for the two areas on Main Avenue would also be the same as the recommendation for 102 Main as noted above (Options 1, 2, or 3).

The strengthening for Option 2 for this area could entail adding full width beams from wall to wall, as the areas were small. The existing hard ceilings could be removed and replaced.

It was noted that the two basement spaces under the sidewalk at this building were well lit and currently being used for storage. If the space were infilled, accommodations for the current usage would need to be made elsewhere.

144/148 Main Avenue – Crowley Building (Tenants: Twin Beans Coffee/Moose Hill Antiques)

Based on the data that was available, it appeared that the structural capacity in this area was around 250 psf live load. Since the slab was thicker in this area, calculations indicated a 10 ton vehicle or a 10,000 lb point load could be accommodated here. Similar to above however, this slab does not have a calculated capacity to support an HS-20 vehicular loading.

The three options for 102 Main as noted above also apply at this location.

It was noted that the basement under the sidewalk in this area was very full of materials, being used for storage and being used for furniture restoration. This usage would be lost if the third option is chosen. Also the height from basement floor to ceiling was shorter than the two bank building locations, so less fill would be required.

For Option 2, the strengthening could entail the addition of row of columns and beams at midspan of the slab. This would reduce the head height in the area as well as provide some restriction due to the addition of steel columns. It should also be noted that the existing exterior wall of the basement appeared to be of original construction and there was some cracking and leaking observed. Additional excavation and waterproofing along the outside may need to be done with this option.

Endorsement

(Sign and Stamp here) on Final Accepted Version

Douglas Sarkkinen, PE, SE
Senior Structural Engineer
Otak, Inc.

Attachments

- Basement Treatment Options and Considerations
- Ground Penetrating Radar Survey performed by Materials Testing & Inspection, dated July 11-12, 2016.

DOUG SARKKINEN
OTAK, INC.
11251 Willows Road NE, Suite 200
Redmond, WA 98052

Project: **Ground Penetrating Radar Survey
Main Street Basement, Twin Falls**
Inspector: **Rusty Boicourt, P.G.**
Inspection Dates: **July 11-12, 2016**

GPR INSPECTION REPORT

Materials Testing & Inspection has completed limited Ground Penetrating Radar (GPR) survey for embedded reinforcing in the roof decks covering multiply basement spaces. The basement spaces extend beyond the footprint of the buildings into the adjacent sidewalks. The roofs of the basements consist of reinforced structural decks covered by reinforced topping (sidewalk) slabs. The locations surveyed include:

- Wells Fargo Bank Building, 102 Main Street
- Twin Falls City Hall Annex, 103 Main Street
- Twin Beans Coffee, 144 Main Street
- Moose Hill Antiques, 148 Main Street

The roof of each basement space was surveyed at grade level (sidewalk) using GPR in over 40 locations to image and measure the reinforcing in the structural and topping concretes. In addition, small areas of the underside of the roof were surveyed from inside the basement spaces to determine the rebar size. Once located, the reinforcing was exposed by drilling in order to measure the rebar diameter. These observation holes were then patched with quick-set grout. Exploration of the upper mat was not performed; however, based on spacing and reflection geometry, we believe the rebar size to be at least #4. The GPR survey data and observations are summarized below:

Table 1. Details of reinforcing conditions based on GPR data and limited explorations.

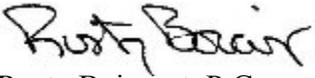
LOCATION	CONCRETE THICKNESS	ORIENTATION	UPPER MAT		LOWER MAT	
			Spacing	Cover	Size	Spacing
Wells Fargo	Topping slab = 6" Structural deck = 4.5"	Longitudinal	6"	1-3.5"	#3	8"
		Lateral	6"	1-3.4"	#4	8"
City Hall Annex	Topping slab = 4" Structural deck = 6.5"	Longitudinal	6"	2.3-4.5"	#3	15"
		Lateral	6"	2.3-4.5"	?	6"
Twin Beans & Moose Hill	Single deck = 12"	Longitudinal	6"	2.4-5.6"	#4	12"
		Lateral	6"	1.4-4.5"	#5	4"

MTI used a GSSI StructureScan Optical GPR device equipped with a 1.6 GHz antenna and TerraSIRch SIR-3000 digital control unit, which is capable of locating and imaging rebar and other targets in concrete slabs and decks. The dielectric constant for this concrete was calculated onsite using direct measurement of the deck thickness. The dielectric was found to be roughly 7.0 for most locations (dielectric is unit-less). Sampling rate was 16 bits/sample, 256 samples/scan, and 90 scans/foot. Some limitations of the technology exist depending

upon the situation. Though not a foolproof system, the technology provides information on the location and depth of objects accurate to within $\frac{1}{4}$ of the radar wavelength, which equates to a spatial resolution of roughly $\frac{1}{4}$ -inch for a 1.6 GHz system. As with any Non-Destructive Evaluation (NDE) technique, interpretation of data is key to achieving accurate results. Because of inherent limitations with GPR, MTI cannot warranty our findings and is providing this service for information purposes only.

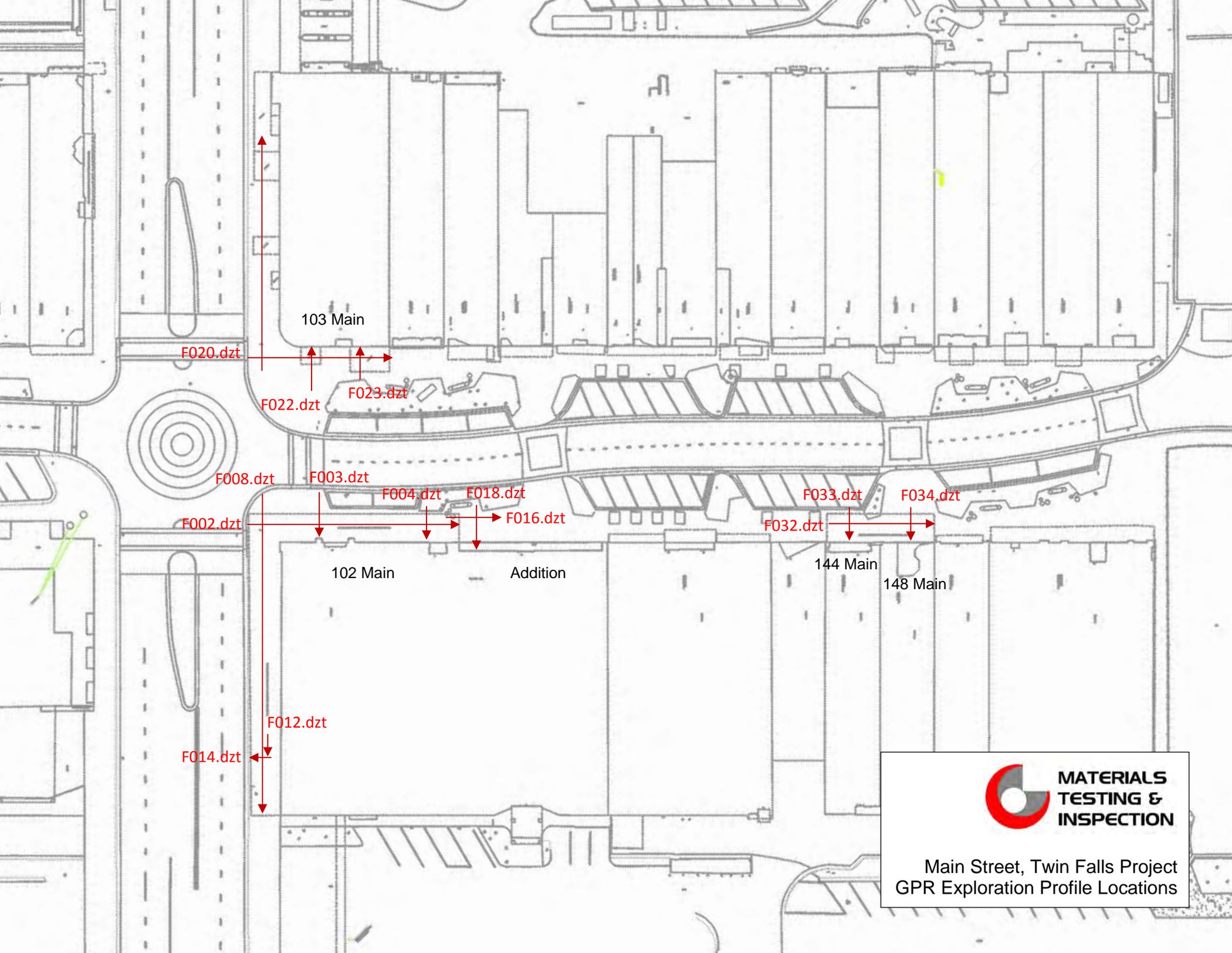
MTI appreciates this opportunity to be of service and looks forward to a continuing relationship as your concrete characterization expert. If you have questions concerning this report, please contact us at (208) 376-4748.

Respectfully submitted,
MATERIALS TESTING & INSPECTION, INC.



Rusty Boicourt, P.G.
NDE & Materials Specialist

Attachments: *Site Plan*
Basement Locations
GPR Appendix



Main Street, Twin Falls Project
GPR Exploration Profile Locations

103 Main

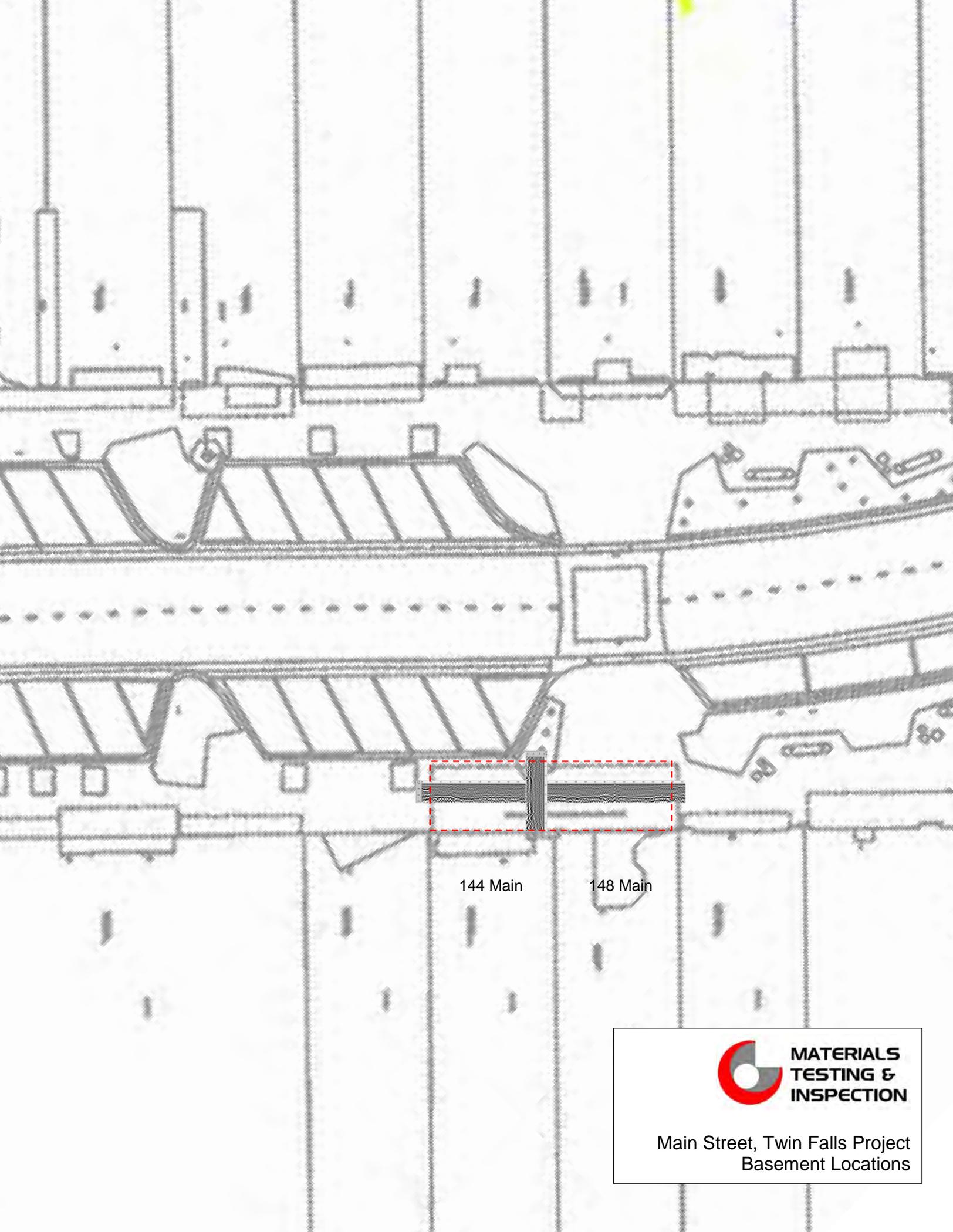
102 Main

Addition



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Main Street, Twin Falls Project
Basement Locations



144 Main

148 Main



**MATERIALS
TESTING &
INSPECTION**

Main Street, Twin Falls Project
Basement Locations

Figure 1. Onsite calibration of GPR using the exposed edge of the concrete at the steel cellar access doors in the sidewalk. GPR profiles F012.dzt and F014.dzt. Each arch (red dot) represents a rebar; the upper and lower mats are visible. The red dashed lines show the bottom of each concrete segment: topping slab and structural deck. The steel beams supporting the structural deck are also shown (red dashed arches).

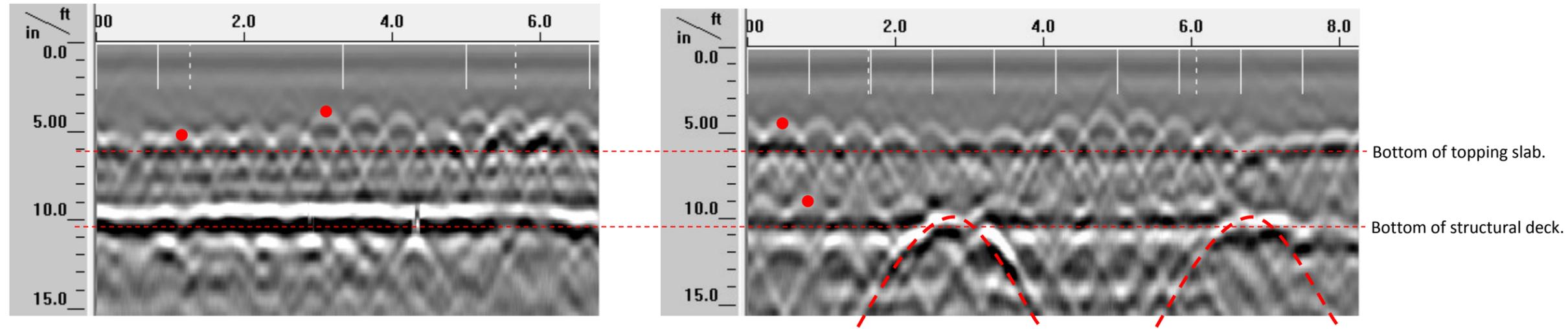


Figure 2. GPR profile F002.dzt along the front of the Wells Fargo Bank Building parallel to Main Street. Shown in the profile are the transverse reinforcing in the upper and lower mats (arches). The bottom of the topping slab (yellow arrow at roughly 6 inches) and the structural deck (blue arrows at roughly 10.5 inches) are shown. The steel beams supporting the structural deck are shown (red dashed arch). The basement space appears to terminate roughly 8 feet before the edge of the building (red vertical line and red arrow).

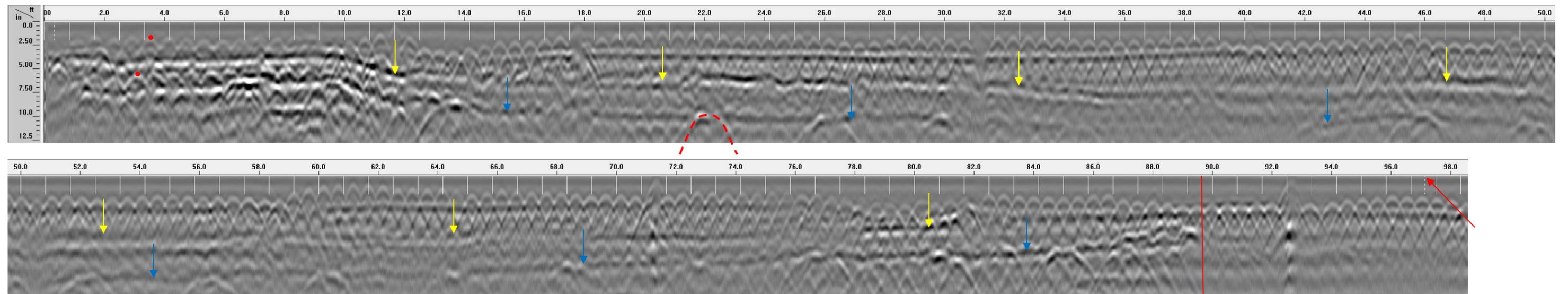


Figure 3. GPR profile 003.dzt and F004.dzt perpendicular to Main Street and the front of the Wells Fargo Building. These profiles show the longitudinal rebar in the upper and lower mats (arches) and the bottom of the topping slab and structural deck. Also shown in the profile is the beginning of the basement space (red vertical lines). Based on these images the basement space extends about 15 feet from the edge of the building.

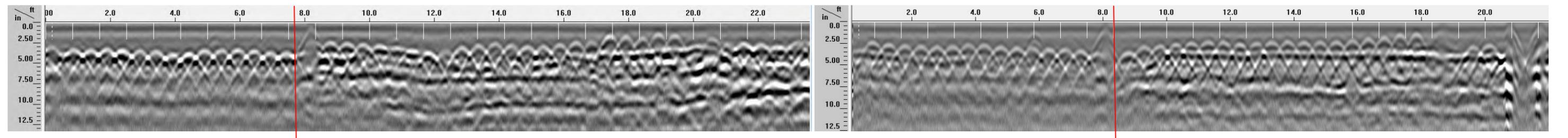


Figure 4. At left, GPR profile F016.dzt collected along the Wells Fargo addition building parallel to Main Street. The transition between the Wells Fargo and the addition is recorded onto the profile (red arrow). At right, GPR profile F0018.dzt perpendicular to Main Street collected from the curb line (red arrow) up to the building. No basement space is indicated in this area.

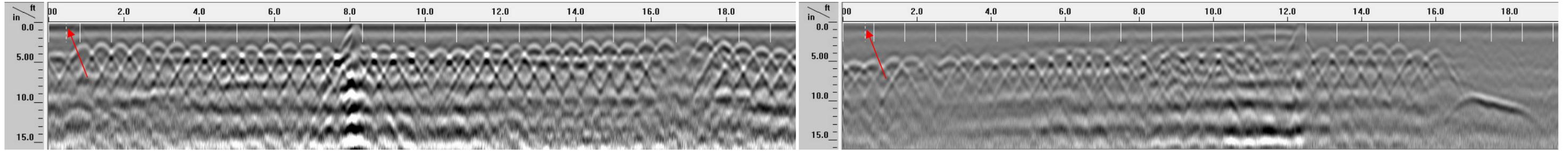


Figure 5. GPR profile F008.dzt along the side of the Wells Fargo Bank Building parallel to Shoshone from the curbline (red arrow). Similar to the figure 2 profile, the transvers rebar, bottom of slab and deck, and steel structural beams are shown. The beginning and end of the basement space is also clearly apparent (red vertical lines) and is roughly 140 feet long.

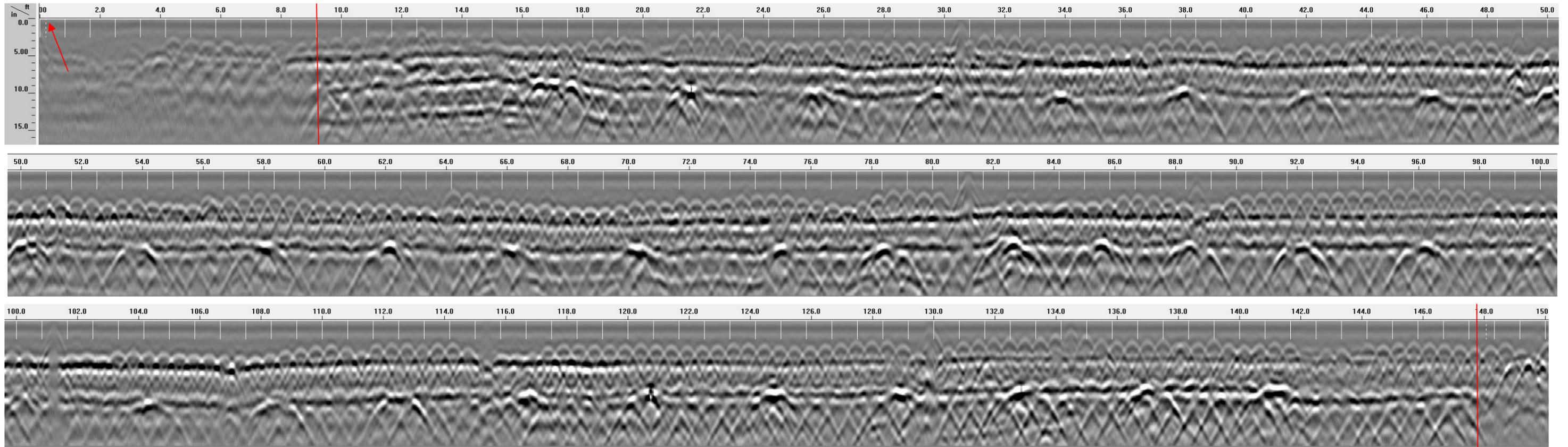


Figure 6. GPR profile F020.dzt along the front of the City Hall annex building parallel to Main Street. The typical transverse rebar (arches) is shown as well as the bottom surfaces of the topping slab and structural deck. This image also shows the position of the basement spaces relative to the sidewalk. The first set of red lines in the upper image show the extent of the smaller basement (about 10 feet). The next set of red lines in the lower image show the extent of the larger basement (about 18 feet).

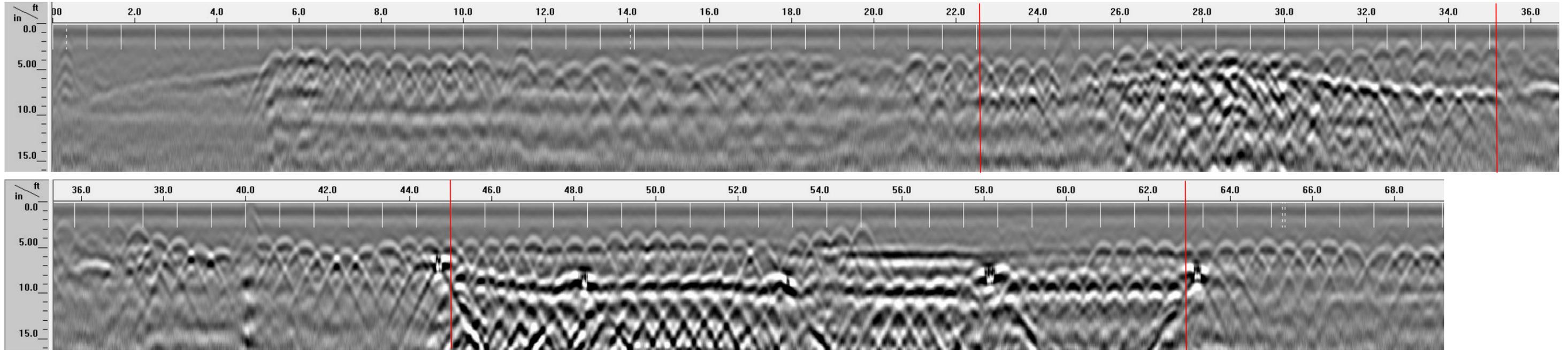


Figure 7. GPR profile F022.dzt perpendicular to the City Hall building and Main Street showing the smaller basement space. The basement extends about 4 feet from the edge of the building.

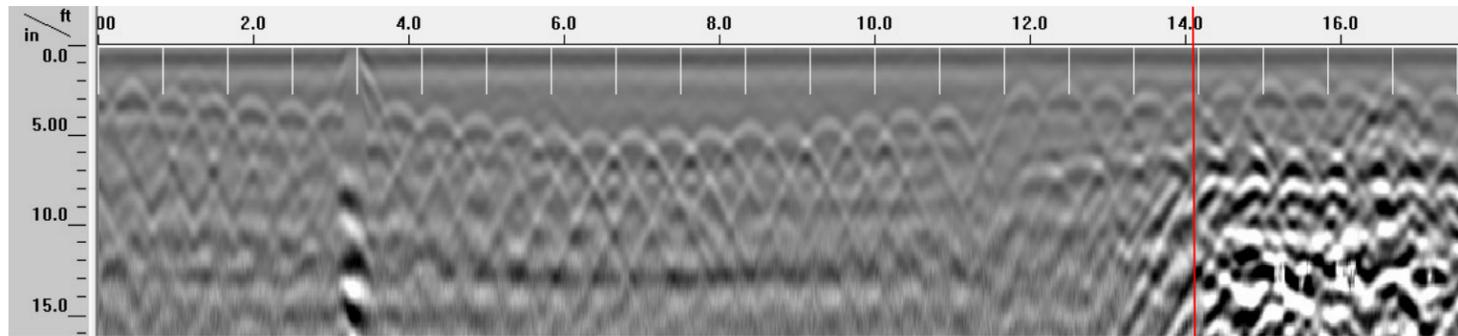


Figure 8. GPR profile F023.dzt perpendicular to the City Hall building and Main Street showing the smaller basement space. The basement extends about 12 feet from the edge of the building.

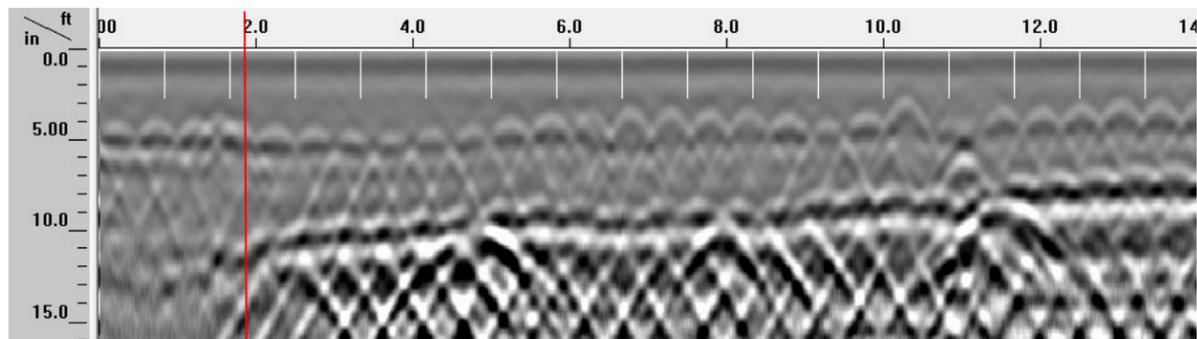


Figure 9. GPR profile F042.dzt collected from the underside of the ceiling of a basement space in the City Hall annex building. The image first shows the lower rebar in the structural deck and then the upper rebar in the topping slab (arches).

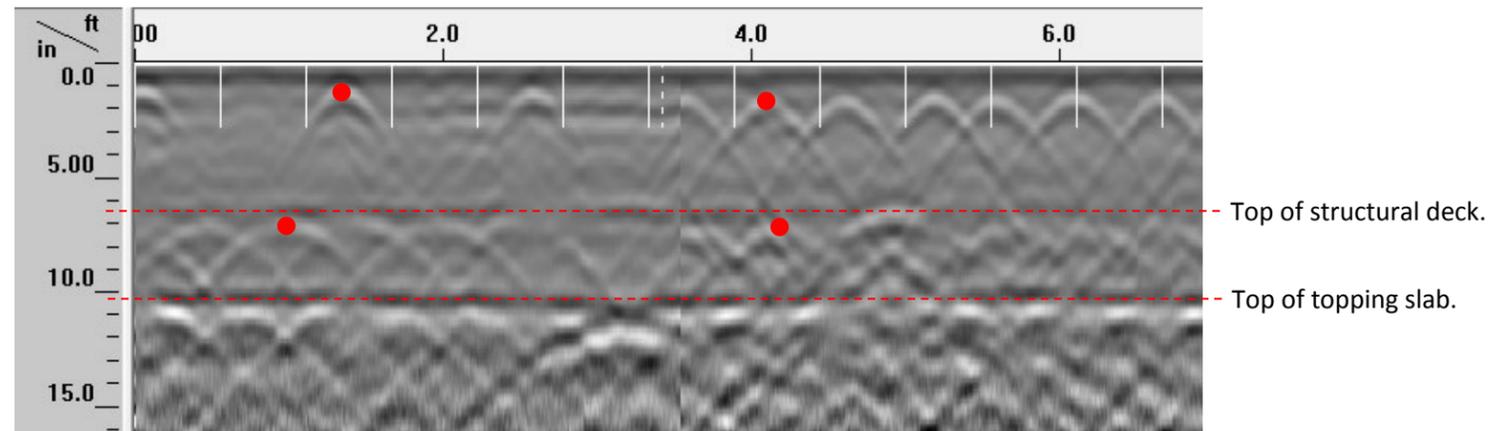


Figure 10. GPR profile F031.dzt showing the basement space in front of the Twin Beans Coffee Shop and Moose Hill Antiques parallel to Main Street. The space runs nearly the entire length of the two buildings and is roughly 50 feet long (two vertical lines). The Twin Beans building starts at the left red arrow; the Moose Hill building ends at the right red arrow.

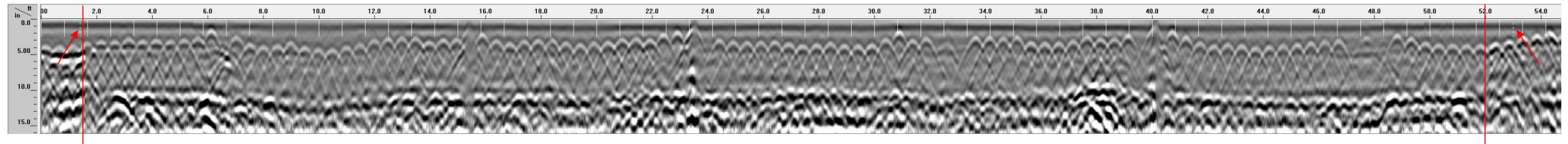


Figure 11. GPR profile F033.dzt and F034.dzt showing the basement space from the curbline (red arrows) toward the Twin Beans and Moose Hill buildings. The longitudinal rebar in both the upper and lower mats is visible (arches). The basement space begins about 1 foot from the curb line, or roughly 15 feet from the edge of the buildings.

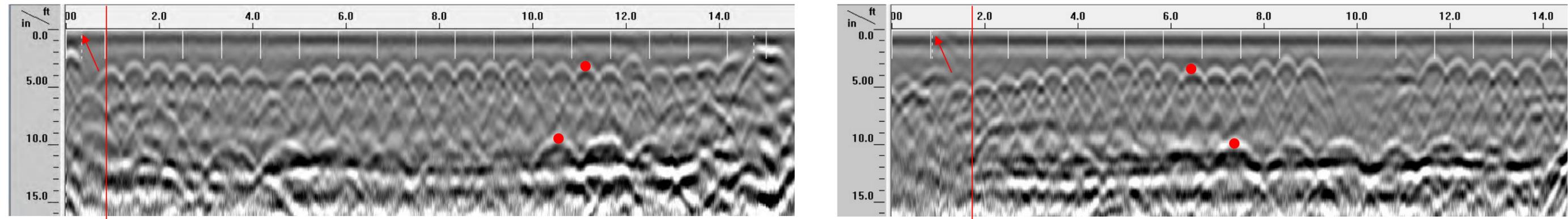


Figure 12. GPR profile F044.dzt showing the unreinforced basement wall to be 12 to 13 inches thick. Also GPR profile F045.dzt showing the lateral rebar as imaged from the underside of the basement ceiling.

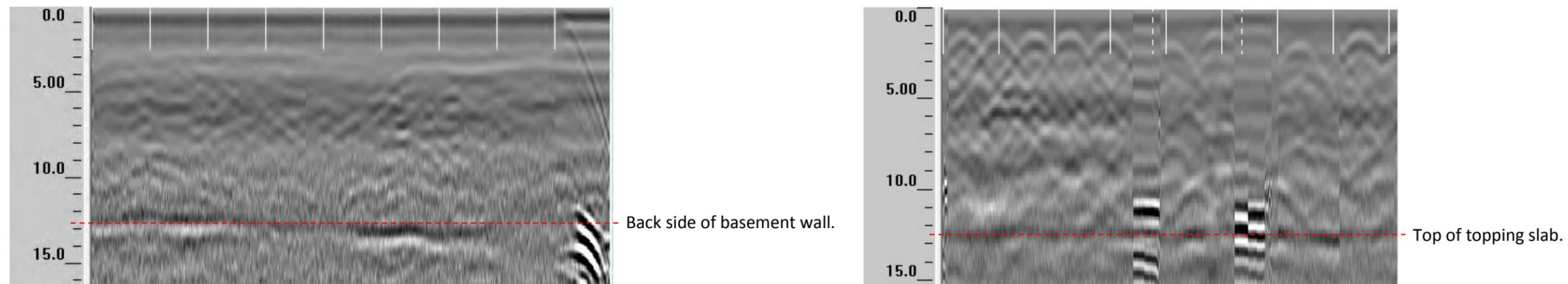


Exhibit H
Supplementary Conditions to ConsensusDocs 500
Standard Agreement and General Conditions Between Owner and Construction Manager
(Where the CM is At-Risk)

1. FEDERAL, STATE, AND LOCAL PAYROLL TAXES: Neither federal, state or local income taxes, nor payroll taxes of any kind shall be withheld and paid by Owner on behalf of Construction Manager or the employees of the Construction Manager. Construction Manager shall not be treated as an employee with respect to the services performed hereunder for federal or state tax purposes. Construction Manager understands that it is responsible to pay, according to law, Construction Manger's income tax. Construction Manager further understands that it may be liable for self-employment (Social Security) tax to be paid by Construction Manager according to law.

2. LICENSES AND LAW: Construction Manager represents that it possesses the requisite skill, knowledge, and experience necessary, as well as all licenses required to perform the services under this Agreement. Construction Manager further agrees to comply with all applicable laws, ordinances, and codes of Federal, State and local governments in the performance of the services hereunder.

3. FRINGE BENEFITS: Because Construction Manager is engaged in its own independently established business, Construction Manager is not eligible for, and shall not participate in, any employee pension, health, or other fringe benefit plans of Owner.

4. AMENDMENTS: This Agreement, including the amount of compensation and the scope of work, may be amended only in writing, upon mutual agreement of both Owner and Construction Manager.

5. NOTICES: Any and all notices required to be given by either of the parties hereto, unless otherwise stated in this Agreement shall be in writing and be deemed communicated when mailed in the United States mail, certified, return receipt requested, addresses as follows:

To OWNER:

Twin Falls Urban Renewal Agency
c/o Nathan Murray
[ADDRESS]
[PHONE]
[EMAIL]

CH2M Engineers Inc.
c/o Paul Johnson, or other approved designee

322 E. Front Street, Suite 200
Boise, ID 83702
[PHONE]
[EMAIL]

To CONSTRUCTION MANAGER:

Guho Corp.
c/o Nick Guho
391 W. State St. Suite G
Eagle, Idaho 83616
208-939-8850
nick@guhocorp.com

(Telephone numbers and email addresses are listed here for convenience and not to be used for notices required to be in writing. Informal notices and communication may be delivered in person or by telephone, U.S. Mail, courier or email. Either Party may, by written notice, change the contact person, address, telephone number and/or email address listed above.)

6. **DISCRIMINATION PROHIBITED:** In performing the services required herein, Construction Manager shall not discriminate against any person on the basis of race, color, religion, sex, national origin or ancestry, age or handicap. Violation of this section shall constitute a material breach of this Agreement and be deemed grounds for cancellation, termination or suspension of the Agreement by Owner, in whole or in part, and may result in ineligibility for further work for Owner.
7. **ATTORNEY FEES:** Should any litigation be commenced between the parties hereto concerning this Agreement, the prevailing party shall be entitled, in addition to any other relief as may be granted, to costs and reasonable attorneys' fees as determined by a court of competent jurisdiction. This provision shall be deemed to be a separate contract between the parties and shall survive any default, termination, or forfeiture of this Agreement.
8. **NUMERATION:** Owner and Construction Manager acknowledge the Agreement may contain gaps in the numbering of the provisions. Despite the gaps in the numbering, Owner and Construction Manager acknowledge the Agreement is the complete Agreement between them.
9. **SILENCE OF SPECIFICATION:** The apparent silence of a specification and supplemental specifications as to any detail, or the apparent omission from it of a detailed description concerning any point shall be as set forth in the Idaho Standards for Public Works Construction 2015 Edition. Any exception to this specification shall be cause for rejection. Owner reserves the right to verify specification compliance and other information with published sources as deemed necessary.
10. **ACCIDENT PREVENTION:** The Construction Manager shall provide and maintain work environments and procedures which will:

- a) Safeguard the public and Government personnel, property, materials, supplies, and equipment exposed to Construction Manager operations and activities.
- b) Comply with all local, County, State, or other applicable legal requirements and will exercise all legally required safety precautions at all times.
- c) Ensure that all Construction Manager employees who are performing Work in the streets wear an appropriate safety vest.
- d) Avoid interruptions of Government operations and delays in project completion dates; and will exercise due care during the performance of work to protect from damage all existing facilities, structures, landscaping and utilities on local jurisdiction and private property.
- e) For these purposes of work requiring construction or dismantling, demolition, or removal of improvements included in the Contract Documents, the Construction Manager shall:
 - i) Provide appropriate safety barricades, signs, and signal lights;
 - ii) Ensure that any additional measures the Owner determines to be reasonably necessary for the purposes are taken.
 - iii) Take every reasonable effort to keep sidewalks, vehicle travel lanes, driveways and crosswalks open at all times.
 - v) Report to Owner immediately any Construction Manager caused damages.
 - vi) Effect the prompt repair any damage to any public property incurred while installing the required items. Repairs to be completed as quickly as is reasonably possible and as required by local ordinance and/or Contract Documents.

11. EMPLOYMENT OF IDAHO RESIDENTS IN PUBLIC WORKS CONSTRUCTION. Pursuant to Idaho Code § 44-1002, the Construction Manager shall employ ninety-five percent (95%) bona fide Idaho residents as employees on any job under any such contract except under such contracts fifty (50) or less persons are employed the contractor may employ ten percent (10%) nonresidents, provided, however, in all cases employers must give preference to the employment of bona fide Idaho residents in the performance of said work, and no contract shall be let to any person, firm, association, or corporation refusing to execute an agreement with the above mentioned provisions in it

12. FILING OF NOTICES AND INCOME TAX RETURNS. Pursuant to Idaho Code Section 54-1904A, the Construction Manager shall file Form WH-5 Public Works Contract Report with the Idaho State Tax Commission, or any other form as directed by the Idaho State Tax Commission, within thirty (30) days after the Contract is awarded.

4825-8133-5099, v. 3