

COUNCIL MEMBERS:

Suzanne	Jim	Shawn	Chris	Gregory	Don	Rebecca
Hawkins	Munn	Barigar	Talkington	Lanting	Hall	Mills Sojka
Vice Mayor					Mayor	

**AGENDA**

Meeting of the Twin Falls City Council
Monday, July 27, 2015
City Council Chambers
305 3rd Avenue East -Twin Falls, Idaho

PLEDGE OF ALLEGIANCE TO THE FLAG
CONFIRMATION OF QUORUM
CONSIDERATION OF THE AMENDMENTS TO THE AGENDA

PROCLAMATIONS: NONE

GENERAL PUBLIC INPUT

AGENDA ITEMS**I. CONSENT CALENDAR:**

- | | <u>Purpose:</u> | <u>By:</u> |
|---|-----------------|----------------|
| 1. Request to approve the Accounts Payable for July 21 – July 27, 2015. | Action | Sharon Bryan |
| 2. Request to approve the May 11, 2015, City Council Minutes. | Action | Sharon Bryan |
| 3. Request to approve Findings of Fact, Conclusions of Law, and Decision for: Vacation for Base Jumper Two, Vacation for Geronimo, Golden Eagle Subdivision #5, Annexation for Twin Falls School District #411, Vacation for Twin Falls School District – Canyon Ridge High School. | Action | Mitchel Humble |
| 4. Request to approve the Improvement Agreement for the purpose of developing Benno's Point Subdivision No. 2. | Action | Troy Vitek |
| 5. Request to approve a Trust Agreement for Benno's Point Subdivision No. 2, placing all lots into trust. | Action | Troy Vitek |
| 6. Request to approve the Improvement Agreement for the purpose of developing Golden Eagle Subdivision No. 5. | Action | Troy Vitek |
| 7. Request to approve a Trust Agreement for Golden Eagle Subdivision No. 5, placing Lot 2, Block 1 into trust. | Action | Troy Vitek |
| 8. Request to accept the Improvement Agreement for the purpose of developing Wild Rose Estates Subdivision No. 4. | Action | Troy Vitek |
| 9. Request to approve a Trust Agreement for Wild Rose Estates Subdivision No. 4, placing all lots into trust. | Action | Troy Vitek |

II. <u>ITEMS FOR CONSIDERATION:</u> 1. Request to confirm the reappointment of Samantha Kemp and Ryan Horsley to the Historic Preservation Commission. 2. Recognition of the recently promoted Firefighter David Owens to the rank of Driver/Operator, and Captain Mitchell Brooks II to the rank of Battalion Chief effective August 1, 2015. 3. Recognition of the City of Twin Falls Paint Magic Team. 4. Request to provide an update to the City Council on the Rock Canyon Concert held on Saturday, July 25, 2015; and, to request approval of future concerts. 5. Request to approve and authorize the Mayor to sign a Memorandum of Agreement for the 2015 Certified Local Government grant from the Idaho State Historical Society. 6. Request to approve an addendum to the September 2007 Land Exchange Agreement between the City and the Twin Falls School District. 7. Request to approve acceptance of the FAA AIP 37, Terminal Modification Project Grant Offer in the amount of \$1,665,056.00 and authorize the Mayor to sign the grant offer. 8. Request to award the Terminal Expansion & Remodel Project Contract and Change Order No. 1 to Petersen Brothers Construction in the amount of \$3,915,836. 9. Request to approve the Airport Advisory Board Recommendation to Select JUB Engineering as Joslin Field's Engineer for FAA Airport Improvement Projects. 10. Request to negotiate a contract with Starr Corporation to act as the City's Construction Manager/General Contractor on the City Hall/Public Safety Complex project. 11. A presentation of the City Manager's Recommended Budget for FY 2016 followed by citizen input. 12. Public input and/or items from the City Manager and City Council.	<u>Purpose:</u> Action Recognition Recognition Update Action Action Action Action Action Action Action	<u>By:</u> Mayor Don Hall Ron Clark Vice Mayor Hawkins Dennis Pullin Nancy Taylor/HPC Mitchel Humble Bill Carberry Bill Carberry Bill Carberry Travis Rothweiler Travis Rothweiler
III. <u>ADVISORY BOARD REPORTS/ANNOUNCEMENTS:</u>		
IV. <u>PUBLIC HEARINGS:</u> 6:00 P.M. - None	<u>Purpose:</u>	<u>By:</u>
V. <u>ADJOURNMENT:</u>		

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

Twin Falls City Council-Public Hearing Procedures for Zoning Requests

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

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

COUNCIL MEMBERS:

Suzanne Hawkins	Jim Munn	Shawn Barigar	Chris Talkington	Gregory Lanting	Don Hall	Rebecca Mills Sojka
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Vice Mayor

Mayor

**Minutes****Meeting of the Twin Falls City Council****Monday, May 11, 2015 – 5:00 P.M.****City Council Chambers - 305 3rd Avenue East -Twin Falls, Idaho**

PLEDGE OF ALLEGIANCE TO THE FLAG
CONFIRMATION OF QUORUM
CONSIDERATION OF THE AMENDMENTS TO THE AGENDA

PROCLAMATIONS: Peace Officers Memorial Day and Police Week, 2015
 Request made by Josh Hayes, President of the F.O.P., Twin Falls Police Department

GENERAL PUBLIC INPUT**AGENDA ITEMS****I. CONSENT CALENDAR:**

1. Consideration of a request to approve the Accounts Payable for May 5-11, 2015.
2. Consideration of a request to approve the Findings of Fact, Conclusions of Law, and Decision for the vacation of Westpark Phase II.
3. Consideration of a request to approve Snake Harley-Davidson's "Memorial Day Kick Off" concert to be held at 2404 Addison Avenue East on Thursday, May 21, 2015.
4. Consideration of a request to approve Snake Harley-Davidson's "Highway 30 Music Fest" concert to be held at 2404 Addison Avenue East on Thursday, June 25, 2015.

Purpose:

Action
 Action
 Action
 Action

By:

Sharon Bryan
 Rene'e V. Carraway-
 Johnson
 Dennis Pullin

 Dennis Pullin

II. ITEMS FOR CONSIDERATION:

1. Consideration of a request to authorize the Mayor to sign a Funding Agreement between the City of Twin Falls and Idaho Transportation Department.
2. Discussion on the Municipal Powers Outsource Grants (MPOG) process.
3. Consideration of a request to approve the renewal of the PSI Sanitation Contract.
4. Presentation of an update on the Main Avenue Redesign progress with a focus on Main Avenue parking configurations by Otak.
5. Consideration of a request to reconstruct the Wills Booster Station.
6. Consideration of a request to approve a contract with Logan Simpson Design, Inc. to develop a Comprehensive Plan Update.
7. A general discussion about the City Council's FY 2016 budget priorities and philosophies followed by citizen input.
8. Public input and/or items from the City Manager and City Council.

Purpose:

Action
 Discussion
 Action
 Presentation
 Action
 Action
 Discussion

By:

Mandi Thompson
 Mandi Thompson
 Bill Baxter
 Melinda Anderson
 Mandi Roberts
 Jacqueline Fields
 Mitchel Humble
 Travis Rothweiler

III. ADVISORY BOARD REPORTS/ANNOUNCEMENTS:**IV. PUBLIC HEARINGS: 6:00 P.M. - None****V. ADJOURNMENT:**

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Present: Suzanne Hawkins, Shawn Barigar, Gregory Lanting, Don Hall, Rebecca Mills Sojka. Chris Talkington.

Absent: Jim Munn

Staff Present: City Manager Travis Rothweiler, City Attorney Fritz Wonderlich, Deputy City Attorney Shayne Nope, Deputy City Manager Mitchel Humble, Deputy City Manager Brian Pike, City Engineer Jacqueline Fields, Assistant City Engineer Troy Vitek,, Captain Matt Hicks, Captain Anthony Barnhart, Staff Sergeant Dennis Pullin, Deputy City Clerk Sharon Bryan

PLEDGE OF ALLEGIANCE TO THE FLAG

Mayor Hall called the meeting to order at 5:00 P.M. He then invited all present, who wished, to recite the pledge of Allegiance to the Flag with him.

CONFIRMATION OF QUORUM - . A quorum is present

CONSIDERATION OF THE AMENDMENTS TO THE AGENDA: None

PROCLAMATIONS: Peace Officers Memorial Day and Police Week, 2015. Request made by Josh Hayes, President of the F.O.P., Twin Falls Police Department

Mayor Hall read the proclamation and presented it to Lt. John Wilson.

GENERAL PUBLIC INPUT:

Randy Slicker – 672 Cindy Drive, Twin Falls, Idaho expressed his appreciation of the services that PSI provides.

AGENDA ITEMS

I. CONSENT CALENDAR:

1. Consideration of a request to approve the Accounts Payable for May 5-11, 2015.
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3. Consideration of a request to approve Snake Harley-Davidson's "Memorial Day Kick Off" concert to be held at 2404 Addison Avenue East on Thursday, May 21, 2015.
4. Consideration of a request to approve Snake Harley-Davidson's "Highway 30 Music Fest" concert to be held at 2404 Addison Avenue East on Thursday, June 25, 2015.

MOTION:

Councilmember Talkington moved to approve the Consent Calendar. The motion was seconded by Vice Mayor Hawkins. Roll call vote showed all members present voted in favor of the motion. Approved 6 to 0

II. ITEMS FOR CONSIDERATION:

1. Consideration of a request to authorize the Mayor to sign a Funding Agreement between the City of Twin Falls and Idaho Transportation Department.

Grant Writer Mandi Thompson explained that the City of Twin Falls was awarded a planning grant in April 2014 to begin planning for a fixed route public transportation system. These funds, , in the amount of \$40,000, will be used along with a \$10,000 match from the City to hire a consultant to conduct an analysis of the public transportation needs of Twin Falls. In addition to this analysis, a Transit Development Plan will be created that will provide a roadmap for the City as we move forward in planning for a transportation system.

Funds for the Transit Development Plan were released by ITD on April 24, 2015.

Grant Writer Thompson explained that ITD requires a funding agreement to delineate shared responsibilities on their projects.

The Council is asked to authorize the Mayor to sign the final agreement.

The City's match will be \$10,000, which is included in the current budget.

Councilmember Talkington asked what the scope of the investigation will be and goals that we have established.

Grant Writer Thompson explained that we applied for this grant in January, 2014. What we intend to do with this grant is to look at the future of public transportation in Twin Falls.

Vice Mayor Hawkins asked about the difference on the match figures in their packet.

Grant Writer Thompson explained that was a mistake. She said that we were only obligated to a 7% match to get the 40,000 but we have obligated \$10,000.

Vice Mayor Hawkins asked why.

City Manager Rothweiler explained that we wanted the grant to be more competitive.

MOTION:

Councilmember Barigar move to authorize Mayor Hall to sign the funding agreement between the City of Twin Falls and Idaho Transportation Department. The motion was seconded by Vice Mayor Hawkins. Roll call vote showed all members present voted in favor of the motion. Approved 6 to 0

2. Discussion on the Municipal Powers Outsource Grants (MPOG) process.

Grant Writer Thompson reviewed that in 2014 several members of City Staff worked together to create a scoring matrix for the MPOG process. This matrix was designed to make the MPOGA process more objective, allowing members of Council the assign a numerical value to the merits of each application. This matrix, however, has not been adopted by all members of Council, nor fully employed in either the 2013 or 2014 MPOG process. She said that Staff is seeking guidance from the Council on how they would like to proceed.

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Councilmember Talkington said that the matrix was difficult to follow.

Mayor Hall agreed and asked City Attorney Wonderlich to review the legal aspects of the grant.

City Attorney Wonderlich explained what would qualify for the MPOG funding.

Councilmember Lanting used the rating system but had concerns about the rating systems flaws.

Councilmember Mills Sojka agreed with Councilmember Lanting.

Councilmember Hawkins – People did not know what we were rating them on.

Grant Writer Thompson said that she tried to simplify it last year.

Mayor Hall went over list of ones that are excluded now.

Mayor Hall concerned about Councilmember Mills Sojka voting on what the band should receive since her husband plays in the band.

City Attorney Wonderlich said that during the discussion of what the band should receive she should not participate. Once the decision is made she could vote on the MPOG final funding.

Councilmember Barigar said that there is no easy way on how funding is divided.

City Manager Rothweiler reviewed the process of funding.

Councilmember Talkington asked if there is a limit to the \$80,000?

Grant Writer Thompson said it is \$100,000.

Councilmember Lanting has no problem increasing it to \$20,000.

City Manager Rothweiler said that you have \$78,000 to delegate.

3. Consideration of a request to approve the renewal of the PSI Sanitation Contract.

Finance Accountant Bill Baxter explained the City's 2014-2015 contract expires in December, 2015. At the time of establishing that contract three competitors bid the sanitation collection services, and PSI won the contract. The proposal letter previously provided to Council members discusses the investment PSI has made in the services, and the community, and offers options for a renewed extended contract period for 10 years.

Staff recommends that the Council accept the proposed terms under the 10 year contract option.

City Manager Rothweiler said that the contract expires the end of this Calendar Year. The reason why this is being brought to you now is in the event that the Council does not want to move forward with this contract it would give staff time to go through a proposal process and to make an easy transition between haulers.

Councilmember Mills Sojka asked if the contract would include recycling for our parks.

PSI District Manager Kevin Malone said that it would include recycling at the City parks.

Councilmember Mills Sojka concerned with a 10 year contract just because in the past going out to bid has helped the City keep costs down.

PSI District Manager Malone said that they are proud of the relationship they have with the City.

Councilmember Talkington asked how many customers do we have on the single can 35 gallon rate.

PSI District Manager Malone said there are 72 customers on single can 35 gallon rate.

Mayor Hall said that one of the complaints he gets is when garbage is picked up too early.

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PSI District Manager Malone explained that they go out early for safety reasons but have worked with areas to keep noise down.

MOTION:

Councilmember Lanting moved to approve the proposed terms under the 10 year contract option. The motion was seconded by Vice Mayor Hawkins. Councilmember Lanting withdrew motion.

Councilman Talkington concerned with the single can 35 gallon rate.

MOTION:

Councilman Talkington made a motion to amend the proposed motion those billing addresses that are over the age of 65 may apply to Twin Falls City to qualify for single can 35 gallon rate. Motion fails for lack of second.

City Manager Rothweiler said that if Council is interested in renewing PSI's contract with the 10 year contract option, staff would negotiate a contract and then bring back to Council for consideration.

Councilmember Mills Sojka asked for a clarification on the motion.

Councilmember Lanting said the motion was the 10 year contract option.

Councilmember Barigar said he supports the concept of the single can 35 gallon rate, however, he struggles with the age for defining how much trash is being produced. He would like to negotiate a lesser can service for the single rate and recycling for commercial customers or apartment dwellers.

Councilmember Lanting said that his concerns is the cost associated with the single rate cans. The motion is agreeing to a 10 year contract extension with PSI and that staff will do the fine tuning.

Mayor Hall asked for a clarification on the motion.

City Manager Rothweiler said that the motion was to approve the proposed terms under the 10 year contract with PSI.

Mayor Hall said that it would not give us the option to do anymore negotiations if motion is adopted.

City Manager Rothweiler said that is correct.

Mayor Hall said he is not comfortable with the motion because he would like to be able to negotiate some areas of the contract.

Councilmember Lanting said he wants to withdraw the motion.

Vice Mayor Hawkins asked if we proceed with the 10 year contract extension is there a clause in there to be able to renegotiate?

City Manager Rothweiler said we have the right to review the contract.

Councilmember Talkington asked how many ten year contracts do we have.

City Manager Rothweiler said for services PSI and CH2M Hill are the only ten year agreements we have.

MOTION:

Councilmember Lanting moved that we pursue a 10 year contract extension contract with PSI, Inc, and to direct the City Manager and staff to be in negotiation with PSI and for the final numbers to be brought back to City Council. The motion was seconded by Vice Mayor Hawkins. Roll call vote showed those voting in favor of the motion Councilmembers Hawkins, Barigar, Lanting, Hall and Mills Sojka. Those voting against Councilmember Talkington. Approved 5 to 1

Councilmember Mills Sojka asked if options discussed in tonight's meeting would be included in the motion.

City Manager Rothweiler said it includes all the options discussed.

Councilmember Barigar encouraged staff to discuss all items brought up in tonight's meeting with PSI, Inc.

Mayor Hall said that because a member of the Council has to leave he would like to move to agenda item #7.

4. A general discussion about the City Council's FY 2016 budget priorities and philosophies followed by citizen input.

City Manager Travis Rothweiler explained the purpose of this agenda item is to have a general discussion about the status of the City of Twin Falls' 2016 fiscal year budget. This is the first of three scheduled sessions prior to the presentation of the City Manager's recommended budget. The purpose of this first session is to capture the Council's and the community's goals and priorities for the upcoming fiscal year. The other two opportunities to provide input prior to the development of the budget will be on Tuesday, May 26th and Monday, June 8th. The City Manager's recommended budget for the 2016 Fiscal Year will be presented to the members of the City Council for its review and debate in early July.

The City views its planning and operations in a strategic manner. Its fiscal, operational and organizational strategies are governed and directed by the City's 2030 Strategic Plan. The Strategic Plan has a series of vision statements, that when viewed collectively, will allow the City to create and maintain an accessible, healthy, learning, environmental, responsible, prosperous, and secure community with a strong internal organization designed to be able meet the needs of its citizens, businesses and visitors. The Strategic Plan is divided into eight, equally important focus areas: a Healthy Community, a Learning Community, a Secure Community, an Accessible Community, an Environmental Community, a Prosperous Community, a Responsible Community, and recognition of the importance of the Internal Organization. For each focus area, there is a description of the vision for that topic in the year 2030. To review the vision descriptions, please see the City of Twin Falls 2030 Strategic Plan.

In each of the past three years, the preliminary conversations assisted in guiding the previous budget concepts and strategies. From several internal conversations, public informational listening sessions and planning meetings, the City Council developed five goals that served as guideposts for the FY 2016 Budget process.

Last week, the members of the City's Long-Term Planning Group presented their thoughts and suggestions. Their presentation was the culmination of a four-month process. The members of this group spent time reviewing the City's Strategic Plan and discussing the organization's operational and capital needs. This group was tasked with updating the City's five-year fiscal planning model, tying the goals and objectives in the City's Strategic Plan to the budget, and defining the needs of the organization. The major themes presented by the members of the long term planning group's recommendation are:

- Additional personnel needs are high across the organization and these needs will only increase as the community continues to grow.
- Continue to support the "One City" concept.
- Invest in the equipment needed to improve efficiencies of current processes.
- Invest in upgrading current equipment to keep pace with its use and demand.
- We are a service organization that is committed to serving the community and its citizens in the most fiscally responsible manner possible.

In its continued pursuit of excellence, the City will continue to review its processes beyond the budget conversations. The FY 2016 budget will continue to allocate funding to implement the City's new strategic planning objectives, critical infrastructure and facilities.

Councilmember Talkington said that the impact on homeowners for the improvements to the wastewater plant and other tax supported fund he would be very hesitant to go for much increasing the mill levy this year. His goals would be to increase recycling, and water conservations needs more attention.

Councilmember Mills Sojka said wanted to throw out a couple of concepts. One is walk ability, providing safe routes around City for non-motorized travel. She suggested creating funding through an incentive program for home owners to improve their property by putting in sidewalks. She suggested that we identify some high traffic areas or collective streets that need some improvements to start with. Her second goal is to continue improving our park system.

Councilmember Lanting said he would also like to see the expansion of the pressure irrigation system and informing the public that gas tax funding is used on roads.

Vice Mayor Hawkins said she would like the City to focus on the following Strategic Plan objectives:

- Trail System
- Rec Center
- Street Lighting
- Funding zone maintenance
- Continue working on Development Codes
- Business retention and expansion project
- Conduct a communication audit on our outreach efforts
- City Staff to continue moving the pay scale

Councilmember Barigar made the comment that our Community continues to grow we are very robust economic activity going on. He said that as both residence and business owners in the community is to think about what level of service do we want from our City Government from trails, roads, sidewalks, rec centers etc. That needs to be the focus on how we are crafting the budget not what kind of target tax rate we want to hit. He would like to focus on what level of service citizens and business owners would like not necessarily what project you would like to bring forward.

Mayor Hall would like to focus on the following:

- Canyon Springs Road improvements
- More Water Storage
- Continue our focus on maintaining roadways
- Trails and bike routes
- Work force housing issues and development

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- Employee compensation

Councilmember Mills Sojka said she also supports the Canyon Spring Road improvements.

Mayor opened up to the community for comments.

Steve Woods lives in the area of impact on the east side of town. Would like city to look at spending money on an adequate public transportation system.

Mayor Hall said that every time we discuss the budget in the upcoming weeks he will open it up for public input.

City Manager Rothweiler said that there will be 12 opportunities for the public to have input on the budget.

Mayor Hall said that if you cannot make it to a meeting you can call or email Council or City Staff.

Recessed at 6:25p.m.

Reconvened at 6:35 p.m.

5. Presentation of an update on the Main Avenue Redesign progress with a focus on Main Avenue parking configurations by Otak.

Economic Development Director Anderson gave an update on the Main Avenue Redesign progress.

Mayor Hall said that Council has not made any decisions on the downtown parking and Council will make their decision on the best option available.

Roberts, Otak, gave an update regarding the progress on the Main Avenue Redesign project with the focus on parking. Open houses will be held on the Main Avenue Redesign

Councilmember Talkington said that the Council has some controversial decisions to make on Main Avenue and would be in favor of eliminating the one way Main Avenue concept.

Councilmember Lanting said he was in favor of the one way until the safety concerns were brought up.

Vice Mayor Hawkins asked why parking spaces needed to be deeper for front in parking.

Roberts explained that this would allow room for the vehicle to back out, avoiding the adjacent vehicle, and to avoid backing into both lanes of traffic.

Councilmember Barigar asked if whatever option is chosen would it be applied uniformly across downtown or would one block have back in parking and the next parallel parking.

Roberts said that it should be consistent throughout Main Avenue.

Councilmember Barigar asked how areas those are currently unoccupied planned to be developed.

~~Roberts explained the concept of a platform cafe'.~~

Councilmember Barigar asked about using alleys as bike lanes.

Roberts said that because of the lack of visibility, bicyclists would have to stop at each intersection, where, on Main Avenue, they would have less stops. Alleys are not vibrant areas of town.

Mayor Hall stated that Councilmember Mills Sojka had the following questions:

How many parking spaces are there right now?

How many do you project with the back in angle parking, front end angle parking and one side parallel and one side angle parking?

Mayor Hall said Roberts could address her questions at a later time.

Councilmember Talkington asked how bus stop areas would be incorporated.

Roberts said that bus routes would be more suitable on the Second Avenues.

Councilmember Lanting, liaison to the URA, said they are in favor of the back in angle parking.

Mayor Hall opened up the discussion for public comment.

Tony Prater, 1059 Mountain View Drive, said his concerns include down time businesses will have during revitalization, bike lanes, sidewalk use, truck traffic and loading zones.

T. Ringenberg, The Brass Monkey, said the north end businesses are not in favor of back in parking. Focus should be on improving sidewalks, slowing down traffic, better signage for available parking and designing each block on the needs of the block.

Steve Woods, Area of Impact, said he is concerned with back in parking and the congestion it could cause.

Kent Fritzgerlad, 129 Main Avenue North, said he is concerned with not having enough parking downtown and the perception regarding parking downtown.

Tim Stastny, owner of The Slice, said he is concerned with back in parking.

Roberts reviewed the proper etiquette for back in parking.

Councilmember Lanting said that the URA is in favor of increased signage for parking lots and are interested in helping businesses dress up their rear entrances so that the back parking lots would be used more.

6. Consideration of a request to reconstruct the Wills Booster Station.

City Engineer Jackie Fields explained that the Wills Booster Station was originally constructed to provide adequate pressure to the Skyline Subdivision which is located upgradient of the South reservoirs. This station has been upgraded regularly to extend the service area and provide adequate water pressure to a much larger area than originally intended. Staff has worked within the space confines of the structure and the limitations of the equipment to optimize production. All of the pumps have long exceeded their projected lifespan. The structure is actually overcapacity and there have been ventilation challenges associated with that. Staff studied the station in an effort to find opportunities to modify it so that the development community could increase the capacity of the station. The City entered into a planning contract with JUB to identify ways the City could address the major maintenance activities that are necessary. At the same time, the team worked together to make provision for the future. That is, the team looked for the most economical way to conduct major maintenance with a design that will allow the development community to expand the station to meet their (future) needs. This project does not provide capacity beyond the existing demand.

This project has been under consideration, actively, for a few years. The project was briefly discussed during the budget conversation last year. This year, the long term planning group discussed the need for the project and chose to recommend funding the project. The estimated total for the project is \$4 million and requests use of Water Fund reserves for this purpose. Staff is requesting that this project is added to the budget so that design can commence. There is a recognition that the delivery schedule for pumps is long, the risk associated with maintaining the equipment is continually increasing, and the community is interested in developing this area of town.

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There are \$6.2 million of unrestricted cash reserves in the Water fund. Reserves are not intended to be used for operations and are particularly well suited for use on one-time, large capital projects. The use of reserves enables staff to accomplish these significant projects without large rate increases and without additional debt.

City Engineer Jackie Fields said that a simple majority vote is required to add this project to the current budget.

Councilmember Talkington asked if the estimate cost is close to accurate.

City Engineer Fields said that she would not project any costs until the bids are received.

Councilmember Talkington concerned because of the airport terminal remodel cost were higher than expected.

City Manager Rothweiler explained that if bids received are high, staff will have the opportunity to scale down the project.

Vice Mayor Hawkins asked what kind of time frame are we looking at.

City Engineer Fields said they are hoping to get it up and running in 2016.

MOTION:

Councilmember Talkington moved to authorize the Wills Booster Station project to be funded out of unrestricted cash reserves in the water fund in the approximate amount of \$4 million to be added to the current budget. The motion was seconded by Councilmember Barigar. Roll call vote showed all members present voted in favor of the motion. Approved 6 to 0

7. Consideration of a request to approve a contract with Logan Simpson Design, Inc. to develop a Comprehensive Plan Update.

Deputy City Manager Mitch Humble explained the City solicited requests for qualifications (RFQ) from qualified consulting firms to provide professional services to the City to develop a Comprehensive Plan update. Proposals were due on Thursday, December 18, 2014. Staff received seven submittals in response to the RFQ.

Tom Frank (P&Z Chairman), Rebecca Mills-Sojka (P&Z Council Liaison), Kevin Mahler (Local business owner and resident), Kevin Dane (P&R Chairman) and Rene'e Carraway-Johnson reviewed the seven submittals. This group narrowed the submittals down to two firms who presented to the Planning & Zoning Commission on Wednesday, February 4, 2015. The two firms were Logan Simpson Design, Inc. and CRSA. These two firms were given 15 minutes to make a presentation and 15 minutes to answer questions from the Commission.

After the presentations and some discussion by the Commission, each Commissioner voted for their top ranked firm. Based on qualifications, the Commission gave five first place votes to Logan Simpson Design Inc. and two first place votes to CRSA, making Logan Simpson Design, Inc. the top ranked firm for staff to start negotiating with to develop a contract for the Comprehensive Plan update.

On February 17, 2015 the council unanimously voted to proceed with negotiations with Logan Simpson Design, Inc. to develop a contract and bring that contract back for consideration.

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Staff has been negotiating with Logan Simpson Design to finalize a scope of services and associated contract. The scope of services includes a base workload amount of \$100,000. Additional services were identified in the Scope as Optional Tasks that could be beneficial to the project.

Staff would like to have a discussion regarding each of the proposed optional tasks. Option 1 involves Logan Simpson facilitating and distributing a full inventory of current city plans to city departments for their comments and to include compiling those comments and preparing a summary report for a fee of \$2,500. Option 2 would include Logan Simpson as the presenter/facilitator in association with the Kickoff Event and regular updates to various boards, Planning & Zoning and City Council for a fee of \$9,500. Option 3 & 4 would include setup and providing a finalized Digital Comprehensive Plan to be hosted by the city for a fee of 18,000. The total for all four is \$30,000. The council may include any or all of the option as presented.

The FY2015 budget includes \$100,000 for the Comprehensive Plan update project. The scope of services and associated contract reflect that amount. If the City Council elects to do optional tasks contingency funds could be used for the funding of those optional tasks. Staff is also reaching out to the Rural Fire District to see if they are willing to help in funding Optional Task

Deputy City Manager Humble felt like the Fire Station Strategic Evaluation is important. He said as part of the Comprehensive Plan, Logan Simpson would like to request to add Emergency Services Consulting International, as a sub-consultant, in order to assist with a Fire Station Strategic Evaluation, which will build on the overall evaluation of the community and analyze fire station needs and response times. Specifically, the study will look at the need of adding a fourth or fifth fire station based on the Comprehensive Plan vision and goals.

Mayor Hall asked if it would address the issues regarding having female firefighters.

Deputy City Manager Humble said this is more of a location, response plan.

City Manager Rothweiler said that would be addressed in the remodel of the Public Safety Complex.

Vice Mayor Hawkins asked how many hits Otak's website has gotten on the redesign. She is concerned that with that price we wouldn't get our worth.

Councilmember Talkington asked if we approve the budget with the amendments how much would we be adding.

Deputy City Manager Humble explained that it would depend on which of the five options chosen. The contract as written is \$100,000 and the contract with the five options is at a cost of \$150,000. Staff is seeking Council direction

Vice Mayor Hawkins stated her concern of the cost for the Main Avenue Design Project Website.

Councilmember Barigar recommended that an assessment be made of the City's plans.

Deputy City Manager Humble said that staff would assist Logan Simpson in assessing the City's plans.

Councilmember Barigar stated his concern for the cost of a Kick-off Event and asked who would be involved in the event.

Deputy City Manager Humble said that the Kick-off Event is a public event.

MINUTES

Monday, May 11, 2015

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Councilmember Barigar said he would like to have a digital comprehensive plan included in the contract but not at a cost of \$15,000.

City Manager Rothweiler asked to let staff explore other options of getting a digital comprehensive plan.

Mayor Hall asked why we are budgeting \$100,000 when the last comprehensive plan cost over a \$100,000.

City Manager Rothweiler explained that the last comprehensive plan was a full rewrite.

Mayor Hall said he is leaning toward Option 3 and Option 5.

Vice Mayor Hawkins said she liked Option 5

Councilmember Lanting said he would like to see on-going outreach.

Councilman Barigar asked for details of the Kick-off Event.

Councilman Barigar said that he agreed with Councilmember Lanting on the importance of on- going outreach however, he felt \$10,000 is a concern.

Deputy City Manager Humble said that staff recommends the Council approve the contract, including preferred optional tasks, and authorize the Mayor to sign the consultant Agreement for Professional Services.

MAIN MOTION:

Vice Mayor Hawkins moved to approve the contract with Logan Simpson Design, Inc. to develop a Comprehensive Plan Update in the amount of \$100,000 and authorize the Mayor to sign and add option 5 Fire Stations Strategic Evaluation. The motion was seconded by Councilmember Lanting. Roll call vote showed all members present voted in favor of the motion. Approved 5 to 0

AMENDED MOTION:

Councilmember Lanting would like to amend the main motion to add item Option #3 Digital Comprehensive Plan. The motion was seconded by Councilmember Barigar. Roll call vote showed those voting in favor of the motion Councilmembers Barigar, Lanting, Hall and Talkington. Those voting against Vice Mayor Hawkins. Approved 4 to 1

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

City Manager Rothweiler stated that next week's meeting will begin at 4:00 p.m.

Deputy City Manager Humble reported on the upcoming City Hall Complex meetings with Hummel Architects on May 27, 28 and 29, 2015.

III. ADVISORY BOARD REPORTS/ANNOUNCEMENTS:

Vice Mayor Hawkins reported on the following: Tara Bartley has been appointed as the new Library Director and will start on Friday, May 15, 2015. Police Memorial at City Park will be held on May 16,

MINUTES

Monday, May 11, 2015

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2015. She invited the Council to check out the Youth Council's Facebook page and to watch the video of the youth taking selfies with Police Officers.

Councilmember Talkington said that in the upcoming weeks there will be an updated schedule on airport construction.

IV. PUBLIC HEARINGS: 6:00 P.M. – None

V. ADJOURNMENT: The meeting adjourned at 8:05 p.m.

Sharon Bryan, Deputy City Clerk



) FINDINGS OF FACT,
)
) CONCLUSIONS OF LAW,
)
)
)
) AND DECISION

Page 1 of 3

4. The existing neighboring land uses in the immediate area of this property are: to the north, Visitors Center; to the south, Commercial; to the east, Blue Lakes Boulevard North/Commercial to the west, Commercial

Based on the foregoing Findings of Fact, the City Council of the City of Twin Falls hereby makes the following

CONCLUSIONS OF LAW

1. The application for Vacation of a 15' x 249.5 platted sewer easement on Lot 7 Block 1 of the Canyon Park Amended Subdivision, A PUD aka 2015 Blue Lakes Boulevard North is consistent with the purpose of the C-1 PUD Zone, and is not detrimental to any of the outright permitted uses or existing special uses in the area.

2. The proposed use is consistent with the provisions of the Comprehensive Plan and Zoning Ordinance of the City of Twin Falls, and in particular Sections 10-1-4, 10-1-5, 10-16-1 & 2, Twin Falls City Code.

3. The proposed use is proper use in the C-1 PUD Zone, subject to the conditions which are attached as "Exhibit No. A", and incorporated by reference as though fully set forth herein.

4. The application for Vacation of a 15' x 249.5 platted sewer easement on Lot 7 Block 1 of the Canyon Park Amended Subdivision, A PUD aka 2015 Blue Lakes Boulevard North should be granted, subject to all applicable requirements of the Zoning Ordinance, Adopted Standard Drawings and City code of the City of Twin Falls.

Based on the foregoing Conclusions of Law, the City Council of the City of Twin Falls hereby enters the following

DECISION

1. The application Vacation of a 15' x 249.5 platted sewer easement on Lot 7 Block 1 of the Canyon Park Amended Subdivision, A PUD aka 2015 Blue Lakes Boulevard North is hereby granted.

2. The applicant shall comply with all applicable requirements of the Adopted Standard Drawings, the Zoning Ordinance, and the City Code of the City of Twin Falls.

MAYOR - TWIN FALLS CITY COUNCIL

DATE

APPLICATION #: 2729



) FINDINGS OF FACT,
)
)
) CONCLUSIONS OF LAW,
)
)
)
) AND DECISION

Page 1 of 3

4. The existing neighboring land uses in the immediate area of this property are: to the north, Commercial; to the south, Blue Lakes Boulevard North/Commercial; to the east, Commercial to the west, Commercial

Based on the foregoing Findings of Fact, the City Council of the City of Twin Falls hereby makes the following

CONCLUSIONS OF LAW

1. The application for Vacation of a 20 x 182' platted sewer easement located on Lot 4 Block 1 of the Canyon Park Amended Subdivision, A PUD aka 1843 Blue Lakes Boulevard North is consistent with the purpose of the C-1 PUD Zone, and is not detrimental to any of the outright permitted uses or existing special uses in the area.

2. The proposed use is consistent with the provisions of the Comprehensive Plan and Zoning Ordinance of the City of Twin Falls, and in particular Sections 10-1-4, 10-1-5, 10-16-1 & 2, Twin Falls City Code.

3. The proposed use is proper use in the C-1 PUD Zone, subject to the conditions which are attached as "Exhibit No. A", and incorporated by reference as though fully set forth herein.

4. The application for Vacation of a 20 x 182' platted sewer easement located on Lot 4 Block 1 of the Canyon Park Amended Subdivision, A PUD aka 1843 Blue Lakes Boulevard North should be granted, subject to all applicable requirements of the Zoning Ordinance, Adopted Standard Drawings and City code of the City of Twin Falls.

Based on the foregoing Conclusions of Law, the City Council of the City of Twin Falls hereby enters the following

DECISION

1. The application Vacation of a 20 x 182' platted sewer easement located on Lot 4 Block 1 of the Canyon Park Amended Subdivision, A PUD aka 1843 Blue Lakes Boulevard North is hereby granted.

2. The applicant shall comply with all applicable requirements of the Adopted Standard Drawings, the Zoning Ordinance, and the City Code of the City of Twin Falls.

MAYOR - TWIN FALLS CITY COUNCIL

DATE

APPLICATION #: 2731



BEFORE THE CITY COUNCIL OF THE CITY OF TWIN FALLS

In Re:	)	
	)	
<u>Final Plat</u> Application,	)	FINDINGS OF FACT,
	)	
<u>Golden Eagle Subdivision #5</u>	)	
<u>c/o EHM Engineers, Inc.</u>	)	CONCLUSIONS OF LAW,
Applicant(s).	)	
	)	AND DECISION

This matter having come before the City Council of the City of Twin Falls, Idaho on June 29, 2015 for consideration of the final plat of the Golden Eagle Subdivision #5 approximately 37.26 (+/-) acres consisting of 2 lots on property located on the west side of Harrison Street South, north of 3600 North Road, and the City Council having heard testimony from interested parties, having received written Findings from the Planning and Zoning Commission and being fully advised in the matter, now makes the following

FINDINGS OF FACT

1. Applicant has requested approval of the final plat of the Golden Eagle Subdivision #5 approximately 37.26 (+/-) acres consisting of 2 lots on property located on the west side of Harrison Street South, north of 3600 North Road.

2. The property in question is zoned R-4 pursuant to the Zoning Ordinance of the City of Twin Falls. The property is designated as Medium Density Residential in the duly adopted Comprehensive Plan of the City of Twin Falls.

3. The existing neighboring land uses in the immediate area of this property are: to the north, Residential Subdivision; to the south, Residential/Agricultural; to the east, Residential/Agricultural; to the west, Residential Subdivision

4. The City Engineering Office has reviewed the final plat and has approved the proposed street accesses and public utility extensions, subject to availability of such services at the time of development. The developer will pay all costs of public improvements, including but not limited to streets, curb gutter and sidewalks, sewer, water and pressurized irrigation systems. The proposed development includes dedication of additional right-of-way in compliance with the Master Street Plan.

Based on the foregoing Findings of Fact and the regulations and standards set forth below, the City Council hereby makes the following

CONCLUSIONS OF LAW

1. The final plat of the Golden Eagle Subdivision #5 approximately 37.26 (+/-) acres consisting of 2 lots on property located on the west side of Harrison Street South, north of 3600 North Road is in conformance with the objectives of the zoning ordinance and the policy for developments in Twin Falls City Code §10-1-4. Specifically, the land can be used safely for building purposes without danger to health or peril from fire, flood or other menace, proper provision has been made for drainage, water sewerage and capital improvements including schools, parks, recreation facilities, transportation facilities and improvements, all existing and proposed public improvements conform to the Comprehensive Plan.

2. The final plat is in conformance with the Comprehensive Plan as required by Twin Falls City Code §10-12-2.3(H)(2)(a).

3. Public services are currently available to accommodate the proposed development, as required by Twin Falls City Code §10-12-2.3(H) (2) (b). Public services may not be available at the time of development, depending upon the speed of development of this and other subdivisions and the ability of the City to obtain additional water and/or sewer capacity.

4. The development of streets, sewer, water, irrigation, dedication of park land and other public improvements at the cost of the developer will not adversely affect any capital improvement plan and will integrate with existing public facilities, as required by Twin Falls City Code §10-12-2.3(H)(2)(c).

5. There is sufficient public financial capability of supporting services for the proposed development, as required by Twin Falls City Code §10-12-2.3(H)(2)(d).

6. There are no other health, safety or environmental problems associated with the proposed development that were brought to the City Council's attention, per Twin Falls City Code §10-12- 2.3(H)(2)(e).

7. The final plat is in conformance with the Preliminary Plat. Based on the foregoing Conclusions of Law, the Twin Falls City Council hereby enters the following

DECISION

The request for approval of the final plat of the Golden Eagle Subdivision #5 approximately 37.26 (+/-) acres consisting of 2 lots on property located on the west side of Harrison Street South, north of 3600 North Road is hereby granted, subject to final technical review by the City Engineer's Office and subject to the conditions which are attached as "Exhibit No. A", and incorporated by reference as though fully set forth herein. The applicant shall comply with all applicable requirements of the Adopted Standard Drawings, the Zoning Ordinance, and the City Code of the City of Twin Falls.

MAYOR - TWIN FALLS CITY COUNCIL

DATE

"EXHIBIT NO. A"

1. Subject to final technical review and amendments as required by Building, Engineering, Fire, and Zoning officials to ensure compliance with all applicable City Code requirements and standards.
2. Subject to the following Engineering Note: Public Right-of-Way storm drain water to be held onsite within a public easement.



BEFORE THE CITY COUNCIL OF THE CITY OF TWIN FALLS

In Re:

Annexation Application

Twin Falls School District #411

c/o Brad Wills

Applicant(s)

)
) FINDINGS OF FACT,
)
) CONCLUSIONS OF LAW,
)
)
) AND DECISION

This matter having come before the City Council of the City of Twin Falls, Idaho on June 22, 2015 for public hearing pursuant to public notice as required by law for Annexation currently zoned R-1 VAR, for 53.38 (+/-) acres currently zoned SUI & R-1VAR located at the south east corner of 2700 East Road aka Sunway Drive North and North College Road West, extended and the City Council having heard testimony from interested parties being fully advised in the matter, now makes the following

FINDINGS OF FACT

1. Applicant has applied for Annexation currently zoned R-1 VAR, for 53.38 (+/-) acres currently zoned SUI & R-1VAR located at the south east corner of 2700 East Road aka Sunway Drive North and North College Road West, extended
2. All legal requirements for notice of public hearing have been met with advertisement taking place on the following date: May 7, 2015 and June 4, 2015
3. The property in question is zoned R-1 VAR pursuant to the Zoning Ordinance of the City of Twin Falls. The property is designated as Agricultural in the duly adopted Comprehensive Plan of the City of Twin Falls.

4. The existing neighboring land uses in the immediate area of this property are: to the north, Agricultural; to the south, Rice Subdivision/Agricultural; to the east, Agricultural/Sunterra Subdivision; to the west, 2700 East Road aka Sunway Drive North/Agricultural.

Based on the foregoing Findings of Fact, the City Council hereby makes the following

CONCLUSIONS OF LAW

1. The application for Annexation currently zoned R-1 VAR, for 53.38 (+/-) acres currently zoned SUI & R-1VAR located at the south east corner of 2700 East Road aka Sunway Drive North and North College Road West, extended is consistent with the purpose of the R-1 VAR Zone, and is not detrimental to any of the outright permitted uses or existing special uses in the area.

2. The proposed annexation is consistent with the provisions of the Comprehensive Plan and Zoning Ordinance of the City of Twin Falls, and in particular Sections 10-1-4, 10-1-5, 10-15-1(A) & (B) of the Twin Falls City Code.

3. The proposed use is proper use in the R-1 VAR Zone, subject to the conditions, which are attached as "Exhibit No. A", and incorporated by reference as though fully set forth herein.

4. Public services may not be available at the time of development, depending upon the speed of development of this and other subdivisions and the ability of the City to obtain additional water and/or sewer capacity. Annexation of this property is not a guarantee city utilities are available. A will-serve letter will be issued upon review and approval for a final plat and/or a phase of a final plat.

5. The application for Annexation currently zoned R-1 VAR, for 53.38 (+/-) acres currently zoned SUI & R-1VAR located at the south east corner of 2700 East Road aka Sunway Drive North and North College Road West, extended should be granted, with a zoning designation of R-1 VAR on the 53.38 (+/-) acres, subject to all applicable requirements of the Zoning Ordinance, Adopted Standard Drawings and City code of the City of Twin Falls and to the conditions which are attached as "Exhibit No. A", and incorporated by reference as though fully set forth herein.

Based on the foregoing Conclusions of Law, the Twin Falls City Council hereby enters the following

DECISION

1. The application for Annexation with a zoning designation of R-1 VAR, for 53.38 (+/-) acres currently zoned SUI & R-1VAR located at the south east corner of 2700 East Road aka Sunway Drive North and North College Road West, extended is hereby granted.

2. The applicant shall comply with all applicable requirements of the Adopted Standard Drawings, the Zoning Ordinance, and the City Code of the City of Twin Falls and and incorporated by reference as though fully set forth herein.

MAYOR - TWIN FALLS CITY COUNCIL

DATE



BEFORE THE CITY COUNCIL OF THE CITY OF TWIN FALLS

In Re:

Vacation Application,

Twin Falls School District-Canyon Ridge High School
c/o EHM Engineers, Inc.

Applicant(s)

)
) FINDINGS OF FACT,
)
) CONCLUSIONS OF LAW,
)
)
)
) AND DECISION

This matter having come before the City Council of the City of Twin Falls, Idaho on June 29, 2015 for public hearing pursuant to public notice as required by law for Vacation of a platted 15' x 300' (+/-) sanitary sewer easement to allow for an addition to the Canyon Ridge High School on property located at 300 North College Road and the City Council of the City of Twin Falls having heard testimony from interested parties and being fully advised in the matter, now makes the following

FINDINGS OF FACT

1. Applicant has applied for Vacation of a platted 15' x 300' (+/-) sanitary sewer easement to allow for an addition to the Canyon Ridge High School on property located at 300 North College Road
2. All legal requirements for notice of public hearing have been met with advertisement taking place on the following dates: March 26, 2015 & April 2, 2015
3. The property in question is zoned R-2 PUD pursuant to the Zoning Ordinance of the City of Twin Falls. The property is designated as Medium Density in the duly adopted Comprehensive Plan of the City of Twin Falls.

4. The existing neighboring land uses in the immediate area of this property are: to the north, Commercial/Undeveloped; to the south, Residential; to the east, Washington Street North/CSI-College Property to the west, Commercial/Undeveloped

Based on the foregoing Findings of Fact, the City Council of the City of Twin Falls hereby makes the following

CONCLUSIONS OF LAW

1. The application for Vacation of a platted 15' x 300' (+/-) sanitary sewer easement to allow for an addition to the Canyon Ridge High School on property located at 300 North College Road is consistent with the purpose of the R-2 PUD Zone, and is not detrimental to any of the outright permitted uses or existing special uses in the area.

2. The proposed use is consistent with the provisions of the Comprehensive Plan and Zoning Ordinance of the City of Twin Falls, and in particular Sections 10-1-4, 10-1-5, 10-16-1 & 2, Twin Falls City Code.

3. The proposed use is proper use in the R-2 PUD Zone, subject to the conditions which are attached as "Exhibit No. A", and incorporated by reference as though fully set forth herein.

4. The application for Vacation of a platted 15' x 300' (+/-) sanitary sewer easement to allow for an addition to the Canyon Ridge High School on property located at 300 North College Road should be granted, subject to all applicable requirements of the Zoning Ordinance, Adopted Standard Drawings and City code of the City of Twin Falls.

Based on the foregoing Conclusions of Law, the City Council of the City of Twin Falls hereby enters the following

DECISION

1. The application Vacation of a platted 15' x 300' (+/-) sanitary sewer easement to allow for an addition to the Canyon Ridge High School on property located at 300 North College Road is hereby granted.

2. The applicant shall comply with all applicable requirements of the Adopted Standard Drawings, the Zoning Ordinance, and the City Code of the City of Twin Falls.

MAYOR - TWIN FALLS CITY COUNCIL

DATE

Exhibit No. A

- 1) Subject to site plan amendments as required by Building, Engineering, Fire, and Zoning officials to ensure compliance with all applicable City Code requirements and Standards.
- 2) Subject to an approvable plan set being provided to City Staff prior to being scheduled for City Council Public Hearing.
- 3) Subject to the new sanitary sewer easement being dedicated and recorded prior to publishing the ordinance for vacation of the existing easement.

APPLICATION #: 2713



BEFORE THE CITY COUNCIL OF THE CITY OF TWIN FALLS

In Re:	)	
	)	
<u>Zoning District Change & Zoning Map Amendment,</u>	)	FINDINGS OF FACT,
Application,	)	
	)	CONCLUSIONS OF LAW,
<u>Christy J Williams</u>	)	
<u>c/o Walt Hess</u>	)	AND DECISION

Applicant(s)

This matter having come before the City Council of the City of Twin Falls, Idaho on June 22, 2015 for public hearing pursuant to public notice as required by law for a Zoning District Change and Zoning Map Amendment from R-4 to C-1 for 2.4 acres (+/-) for property located at 1629 Locust Street North and the City Council having heard testimony from interested parties, and being fully advised in the matter, now makes the following

FINDINGS OF FACT

1. Applicant has applied for a Zoning District Change and Zoning Map Amendment from R-4 to C-1 for 2.4 acres (+/-) for property located at 1629 Locust Street North
2. All legal requirements for notice of public hearing have been met with advertisement taking place on the following dates: May 7, 2015 and June 4, 2015
3. The property in question is zoned R-4 pursuant to the Zoning Ordinance of the City of Twin Falls. The property is designated as Commercial/Retail in the duly adopted Comprehensive Plan of the City of Twin Falls.
4. The existing neighboring land uses in the immediate area of this property are: to the north, Deseret Books & Harbor Freight Hardware; to the south, Undeveloped; to the east, Home Depot; to the west, UPS Depot.

Based on the foregoing Findings of Fact, the City Council hereby makes the following

CONCLUSIONS OF LAW

1. The application for a Zoning District Change and Zoning Map Amendment from R-4 to C-1 for 2.4 acres (+/-) for property located at 1629 Locust Street North is consistent with the purpose of the C-1 Zone, and is not detrimental to any of the outright permitted uses or existing special uses in the area.
2. The proposed use is consistent with the provisions of the Comprehensive Plan and Zoning Ordinance of the City of Twin Falls, and in particular Sections 10-1-4, 10-1-5, 10-4-5, 10-4-18, 10-14-1 through 9 of the Twin Falls City Code.
3. The proposed use is proper use in the C-1 Zone, subject to the conditions, which are attached as "Exhibit No. A", and incorporated by reference as though fully set forth herein.
4. Public services may not be available at the time of development, depending upon the speed of development of this and other subdivisions and the ability of the City to obtain additional water and/or sewer capacity. A rezone of this property is not a guarantee city utilities are available. A will-serve letter will be issued upon review and approval for a final plat and/or a phase of a final plat.
5. The application for a Zoning District Change and Zoning Map Amendment from R-4 to C-1 for 2.4 acres (+/-) for property located at 1629 Locust Street North should be granted, subject to all applicable requirements of the Zoning Ordinance, Adopted Standard Drawings and City code of the City of Twin Falls and to the conditions which are attached as "Exhibit No. A", and incorporated by reference as though fully set forth herein.

Based on the foregoing Conclusions of Law, the Twin Falls City Council hereby enters the following

DECISION

1. The application for a for a Zoning District Change and Zoning Map Amendment from R-4 to C-1 for 2.4 acres (+/-) for property located at 1629 Locust Street North is hereby granted

2. The applicant shall comply with all applicable requirements of the Adopted Standard Drawings, the Zoning Ordinance, and the City Code of the City of Twin Falls and incorporated by reference as though fully set forth herein.

MAYOR - TWIN FALLS CITY COUNCIL

DATE

APPLICATION #: 2727



Date: Monday, July 27, 2015
To: Honorable Mayor and City Council
From: Troy Vitek, Assistant City Engineer

Request:

Consideration of a request to accept the Improvement Agreement for the purpose of developing Benno's Point Subdivision No. 2.

Time Estimate:

The staff presentation will take approximately 2 minutes.

Background:

The final plat was approved on March 9, 2015. Prior to development, an improvement agreement is required. The developer is meeting that requirement with this document.

Approval Process:

Accepting the Improvement Agreement allows the developer to develop the lots. After acceptance of utilities or a financial guarantee provided to the city, the lots can be removed from trust and sold.

Budget Impact:

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

Regulatory Impact:

Approval of this request will allow the applicant to proceed to develop the property.

Conclusion:

Staff recommends that the Council approve the request and authorize the Mayor to sign the Improvement Agreement.

Attachments:

1. Improvement Agreement.

IMPROVEMENT AGREEMENT

for

DEVELOPMENTS

This Agreement made and entered into this ____ day of ____, 20____, by and between the CITY OF TWIN FALLS, State of Idaho, a municipal corporation, hereinafter called "City" and ____ hereinafter called "Developer" for the purpose of constructing certain improvements on property sought to be developed for the following Development BENHO'S POINT SUBD. No. 2.

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

WHEREAS, Developer desires to develop said real property for the following purposes:

RESIDENTIAL SUBDIVISION.

WHEREAS, the Developer is obligated to construct certain improvements pursuant to City Code Section 10-12-4.2, and;

WHEREAS, the Developer has committed to construct special features as part of the development, and;

WHEREAS, the City has certain policies, ordinances, rules and regulations governing the construction of improvements, and;

WHEREAS, it is in the best interest of the City and Developer to clearly establish in one concise document the policies, ordinances, rules and regulations which apply to developments of the type contemplated herein.

WITNESSETH

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

I.

City agrees: (1) to operate and maintain all approved streets, alleys, service and roads, excluding state highways, constructed under the terms of this Agreement in any public rights-of-

way or easements and which are presently within or subsequently annexed into the City limits. Those streets, excluding state highways, lying outside the City limits and within the City Area of Impact shall be constructed to City standards but shall become the responsibility of the Twin Falls Highway District until such time as they are annexed or a maintenance agreement is signed by the City and the Twin Falls Highway District. (2) To operate and maintain all approved water lines, drainage lines, and sewer lines constructed under the terms of this Agreement in any public rights-of-way or easements and to provide water and sewer service to the Developer's real property, subject to all ordinances, rules and regulations governing sewer and water service. (3) To maintain non-pressure irrigation lines only where they cross City streets. All other maintenance of non-pressurized irrigation lines is the responsibility of the Twin Falls Canal Company or the irrigation users.

II.

In lieu of the actual installation of required public improvements before recording of the final plat, the Council may permit the subdivider to provide a financial guarantee of performance in one (1) or a combination of the following arrangements for those requirements which are over and beyond the requirements of any other agency responsible for the administration, operation and maintenance of the applicable public improvement.

a. Surety Bond

1. Accrual - The Bond shall accrue to the City covering construction, operation and maintenance of the specific public improvement.
2. Amount - the bond shall be in an amount equal to one hundred percent (100%) of the total estimated cost for completing construction of the specific public improvements, as estimated by the Developer's Engineer and approved by the City Engineer.
3. Term Length - The term length in which the bond is in force, for the duration of that phase of the project, shall be until completed and accepted by the City Engineer.
4. Bonding for Surety Company - The bond shall be with a surety company authorized to do business in the State of Idaho, acceptable to the Council.
5. The escrow agreement shall be drawn and furnished by the subdivider to the satisfaction of the Council.

- b. Cash Deposit, Certified Check, Negotiable Bond, or Irrevocable Bank Letter of Credit.
 - 1. Treasurer, Escrow Agent or Trust Company - A cash deposit, certified check, negotiable bond or an irrevocable bank letter of credit such surety acceptable by the Council, shall be deposited with an escrow agent or trust company.
 - 2. Dollar Value - The dollar value of the cash deposit, certified check, negotiable bond or irrevocable bank letter of credit shall be equal to one hundred percent (100%) of the estimated cost of construction for the specific public improvements, as estimated by Developer's Engineer and approved by the City Engineer.
 - 3. Escrow Time - The escrow time for the cash deposit, certified check, negotiable bond or irrevocable bank letter of credit shall be until all required improvements are completed and accepted by the City Engineer.
 - 4. Progressive Payment - In the case of cash deposits or certified checks, an agreement between the City and the subdivider may provide for progressive payment out of the cash deposit or reduction of the certified check, negotiable bond or irrevocable bank letter of credit, to the extent of the cost of the completed portion of the public improvement, in accordance with a previously entered into agreement.

III.

Developer agrees to retain a Professional Engineer, hereinafter called the Developer's Engineer, registered by the State of Idaho to perform the following minimum Engineering Services in accordance with Title 10 Chapter 12 Section 4-1 of the City Code:

- a. Prepare a master utility plan showing the location of all existing and proposed utility lines to include but not be limited to sewer, water, gas, electricity, telephone, irrigation, pressure irrigation and storm sewer.
- b. Prepare detailed plans and specifications for construction of all improvements required by this Agreement and shall include but not be limited to a complete set of construction plans, including profiles, cross-sections, specifications and other supporting data, for all required public streets, utilities and other facilities. Such construction plans shall be based on preliminary plans which have been approved

with the preliminary plat, and shall be prepared in conjunction with the final plat. Construction plans are subject to approval by the responsible public agencies. All construction plans shall be prepared in accordance with the public agencies' standards and specifications.

- c. Perform construction surveying, staking, testing, inspection and administer the construction of all facilities required by this contract.
- d. Submit all test reports, inspection reports, change orders and construction diaries to the City Engineer every week during the construction of the development or subdivision.
- e. Prepare and submit an updated copy of the enclosed development and subdivision checklist to the City Engineer every week during the construction of the development or subdivision, and also upon completion of the project.
- f. Submit to the City Engineer the final plans, and master utility plan for the City records showing any approved changes to the original plans and specifications. A permanent drawing in ink on approved transparent polyester drafting film and an electronic media copy of the plans in ACAD 2000 using City standard format shall be provided within thirty (30) days after completion of the project.
- g. Submit a letter upon completion of construction stating that the work has been constructed in conformance to the plans and specifications, with the certification by the Developer's Engineer that improvements were constructed to the lines and grades shown.

The above work shall be subject to the approval of the City Engineer.

The City agrees to provide asphalt pavement testing for conformance with City standards, but it shall be the responsibility of Developer's Engineer to provide all necessary quality control during construction. All tests shall be taken at a frequency based upon City of Twin Falls Standard Specifications.

The Developer agrees to: (1) allow the City full and complete access to the work (2) provide all materials necessary to conduct all tests (3) supply all water necessary to test pipe joints and (4) provide the equipment and perform or have performed any testing of manufactured materials required by the City Engineer.

The Developer shall submit a letter to the City Engineer upon completion of the project, requesting that the City assume the responsibility for maintenance and operation of all public improvements as stated herein.

IV.

The Developer agrees to obtain a permit or letter of approval from the Twin Falls Highway District or the State of Idaho Department of Highways prior to constructing improvements on their respective right-of-ways. The original or a certified copy of said permit or letter shall be submitted to the City Engineer prior to beginning of construction thereon.

V.

The Developer agrees to dedicate rights-of-way to the public for the development of all streets and alleys in accordance with the City Master Street Plan and to dedicate easements for the maintenance and operation of all public utilities. The size and location of said rights-of-way and easements shall be determined by the City Engineer.

VI.

The Developer hereby agrees and petitions the City to annex into the corporate limits of said City, the above described real property that is contiguous with the same or becomes contiguous to said City limits. Developer agrees to annexation of said real property by the City upon the terms and conditions as shall be set forth by said City.

VII.

The Developer and the City agree that the improvements listed herein are required unless specifically waived by action of the City Council and that said improvements will be constructed on any public rights-of-way or easements approved and accepted by the City Council all as designed by the Developer's Engineer and approved by the City Engineer and in accordance with standards established by the City Engineer and that all required improvements will be completed in a timely manner. If improvements are not completed in a timely manner, the Developer shall provide an updated, current version of the developer's agreement and financial guarantee for City Council consideration.

VIII.

The Developer agrees to pay the total actual costs of all materials, labor and equipment necessary to completely construct all of the improvements required herein, except those costs specifically shown to be paid by the City and to construct or contract for the construction of such improvements.

IX.

Developer agrees to pay the total extra cost of all additional materials, labor and equipment necessary to construct any streets the City requires to be wider or deeper than a standard street or any water or sewer lines the City requires to be larger than the size required to properly serve the development. The requirement for wider and deeper streets shall be based on the City Master Street Plan. Requirements for larger water and sewer lines shall be based on the citywide sewer and water system sizing guidelines.

X.

The City shall provide no compensation for the cost of an oversize water or sewer line. In the case of water or sewer lines extended adjacent to or outside the limits of development, the Developer shall be eligible for payback from adjacent property owners pursuant to Resolution No. 1182. The Developer shall also be eligible for compensation when a private developer extends or connects to any water or sewer system previously installed by private developer, pursuant to Resolution 1651.

XI

Developer agrees to request in writing that the Developer's Engineers make the inspections required herein and the Developer or his Contractors shall not proceed with the next construction phase until the required inspection is complete and the work has been approved by the Developer's Engineer, the City Engineer or the Engineer's authorized inspector. All such inspections shall be scheduled in accordance with the City of Twin Falls Standard Specifications. Developer agrees to pay all costs resulting from: 1) his failure to properly schedule and request a required test or inspection or 2) proceeding with work before receiving approval to proceed. Developer agrees to remove or correct any rejected, unapproved or defective work or materials as required by the Developer's Engineer or the City Engineer. Any such defective work whether the result of poor workmanship, use of defective materials, damage through carelessness or any other cause, shall be removed within ten (10) days after written notice is given by the Developer's Engineer or the City Engineer, and the work shall be re-executed by the Contractor at his expense. The fact that either Engineer may have previously overlooked such defective work or materials shall not be a basis for acceptance of any part of it.

The issuance or approval of plans, specifications and computations shall not be construed as an approval of any violation of any provisions of City code, specifications, standards, policy, or any

other ordinance of the City. Approvals of plans that may violate City code, specifications or departmental policies will not be valid.

The approval of construction plans, specifications, and other data shall not prevent the City from thereafter requiring the correction of errors or omissions in said plans or specifications prior to or during actual construction or final acceptance by the City.

The Developer shall remove from all public property all temporary structures, rubbish, and waste materials resulting from their operation or caused by his employees.

The Developer shall guarantee all materials, workmanship and equipment furnished for a period of one (1) year from the date of written acceptance of the work by the City Engineer or authorized representative.

The Developer shall be responsible for any damage to any existing public improvements and shall repair or replace any such damage as required by the City Engineer, during or after completion of this project.

XII.

The City and the Developer agree to the following minimum for Required Improvements, City Costs, Required Inspections and to any other improvements, approved or required by the City Council and shown on the approved construction plans.

PUBLIC WAYS

(a) Required Improvements

- (1) Curb, gutter and sidewalk on all public street rights-of-way.
- (2) A standard residential street thirty six feet (36') wide with an eight inch (8") gravel course and two inch (2") asphaltic concrete surface course on all public street rights-of-way serving residential use property.
- (3) Minor residential and private streets as specified in the City of Twin Falls Standard Drawings.
- (4) A standard commercial or collector street forty eight feet (48') wide with an eleven inch (11") gravel course and three inch (3") asphaltic concrete surface course on all public street rights-of-way serving commercial use property or as a collector street. Whenever a street serves an industrial use property the City Engineer will determine the appropriate structural section.

- (5) A service-road twenty four feet (24') wide with an eight inch (8") gravel course and two inch (2") asphaltic concrete surface course and with concrete curb-gutter or curb and valley-gutter on all public service road rights-of-way.
- (6) A sidewalk five feet (5') wide minimum on all public pedestrian rights-of-way. Four foot (4') sidewalks by special permission of the City Council are allowed by City of Twin Falls Standard Drawings for minor residential streets under certain conditions.
- (7) Landscaping and sidewalk placement required adjacent to arterial and collector streets: A tract of land eleven feet (11') in depth behind the curb line will be dedicated as part of any residential development adjacent to arterial and collector streets. Within that tract the developer shall install landscaping six feet (6') in depth with a sprinkler system and with grass and trees behind the curb line and shall also install a five foot (5') sidewalk. The landscaping will be maintained by the city and funded through a fee added to the water bill of each account within the development. Irrevocable restrictive covenants for this development and maintenance shall provide for this funding. TFCC §10-12-4.2(O).
- (8) Street signs and traffic control devices on all public streets.
- (9) Street lights as determined by City policy for street light installation.
- (b) City Costs
 - (1) The cost of any street signs or traffic control devices installed by the City on new or existing streets.
 - (2) The cost of any required street lights (standard luminaires mounted on a wood pole). The Developer shall pay the extra cost of any decorative luminaries or poles. Prior approval will be required, and the cost of maintenance, replacement and power usage will be considered.
- (c) Required Inspections and Testing
 - (1) All inspections and testing shall be as required by City of Twin Falls Standard Specifications.

WATER SYSTEM

- (a) Required Improvements

- (1) Pursuant to City Code Section 7-8-3, 7-8-10 and 10-12-4.2 water line and fittings six inch (6") minimum diameter that will transport a flow of water, which will satisfy fire, domestic, other water demands of the development, based upon the City water pipe sizing plan and computer water model. Water line extension shall include connection from the existing City Water System to each building site and fire hydrants and then loop back to the City System in a manner that will provide a properly functioning system approved by the City Engineer, Water Superintendent and Fire Chief. If the development is to be constructed in phases, the water system shall be looped back to the City system during the first phase. No dead-end lines will be allowed during any phase of the project.
- (2) Water lines and fittings adjacent to and internal to the development shall be sized to continue the orderly expansion of the City water distribution network in accordance with existing sizing guidelines.
- (3) Water valves that will allow temporary suspension of water flow for maintenance and repair of portions of water system without causing undue inconvenience to a large number of users or creating a critical situation in the suppression of fires.
- (4) Fire hydrant connections and fire hydrants spacing to substantially comply with the minimum standards suggested by the Fire Rating Bureau and American Water Works Association. Fire hydrants are required in all developments.
- (5) One water service line shall be constructed to each building site at the time the water lines are installed. Each service line shall not exceed fifty feet (50') in length and shall terminate at the right-of-way.

During construction of the curb the letter W shall be stamped into the top or face of the curb directly in front of the water meter box. The impression shall be not less than one and one half inches (1½") high. Meters shall be grouped at adjacent side lot lines when possible or at another location if requested by the Developer and approved by the City Engineer and Water Superintendent. Water meter boxes will not be allowed in driveway approaches. Any cost associated in relocating meters from driveway

approaches will be the responsibility of the Developer or Lot Owner. Temporary address or lot number signs shall be staked at the location where the water meter box is to be installed. The City may install multiple water meters in a single water meter box.

The City will make the water line tap only after all appropriate tap fees for a Water Connection General Permit have been received and permits issued. All new water service line and connections made from existing water service mains to service any new development will be the responsibility of the Developer. The City will make the necessary service line tap after payment of the required water connection general permit fees.

- (6) One water service line tap, meter box, and service line shall be constructed for each building connected to the City water system. It is understood and agreed that the City will make all service line taps and install all meter boxes and that the fee paid by the developer for a Water Connection General Permit will reimburse the City for such work.
- (7) It is further understood and agreed that the City will make all connections to the existing water system. The City will disinfect the new water system at the developer's expense.

(b) City Costs

- (1) None.

(c) Required Inspections

- (1) All inspections and testing shall be as required by the City of Twin Falls Standard Specifications.

WASTE WATER COLLECTION SYSTEM

(a) Required Improvements

- (1) Pursuant to City Code Section 7-7-4, 7-7-11 and 10-12-4.2 a waste water collection system (eight-inch (8") minimum diameter) that will transport a flow of waste water, under conditions of maximum and minimum discharge from the development, to the existing City waste water system.
- (2) Waste water sewer lines adjacent to or internal to the development will be sized to continue the orderly expansion of the City Waste Water Collection

System in accordance with existing sizing guidelines and computer sewer model.

- (3) Manholes to provide access for maintenance and cleaning of the sewer lines located at any change of grade or alignment of the sewer, at the end of each sewer and spaced not more than four hundred feet (400') apart.
- (4) During construction of the curb the letter S shall be stamped into the top or face of the curb directly in front of the sewer service line location. The impression shall be not less than one and one half inches (1½") high.

(b) City Costs

- (1) None.

(c) Required Inspections and Testing

- (1) All inspections and testing shall be as required by City of Twin Falls Standard Specifications.

DRAINAGE SYSTEM

(a) Required Improvements

- (1) Any valley-gutters, ditching, grading or other surface drainage facilities necessary to convey any storm run-off originating from or traversing across the proposed development over the land surface to a point of retention, detention or discharge approved by the City Engineer.
- (2) Any catch basin, storm sewer and other sub-surface drainage facilities necessary to convey any storm run-off, originating from or traversing across the proposed development, to a point of retention, detention or discharge approved by the City Engineer, that cannot, in the City Engineer's opinion, be conveyed over the land surface without causing damage to public or private property or without being an unreasonable inconvenience or hazard to a private individual, a group of individuals or the general public.

(b) City Costs

- (1) None.

(c) Required Inspections and Testing

- (1) All inspections and testing shall be as required by the City of Twin Falls Standard Specifications.

GRAVITY IRRIGATION SYSTEM

(a) Required Improvements

- (1) Any pipe, boxes or other appurtenances necessary to convey all irrigation water in underground pipe across the development and any adjacent public property. Irrigation facilities outside an established City irrigation district shall be constructed in an irrigation easement on private property except where it is necessary for irrigation water to cross the public right-of-way and all such crossings shall be perpendicular to the center line of said right-of-way unless otherwise approved by the City Engineer due to some unusual condition.

(b) City Costs

- (1) None.

(c) Required Inspections and Testing

- (1) All inspections and testing shall be as required by the City of Twin Falls Standard Specifications.

PRESSURE IRRIGATION SYSTEM

(a) Required Improvements

- (1) Pursuant to Section 7-8-3 of the City Code, the use of the City's potable water supply as the primary source of irrigation water in all new developments shall be prohibited. For purposes of this subsection, the term "new development" means any new subdivision or PUD, or any development of any parcel of land of two (2) acres or larger that is not part of a subdivision or PUD. One (1) share of Twin Falls Canal Company Water for each acre of property within the subdivision shall be deeded to the City of Twin Falls before the filing of the final plat for use in the City's pressurized irrigation system.
- (2) Pressure irrigations water line and fittings shall be four inch (4") minimum diameter or larger that will transport a flow of water, which will satisfy all irrigation water demands of the development,

based upon the computer irrigation water model that the developer's engineer has prepared.

- (3) Water lines and fittings adjacent to and internal to the development shall be sized to continue the orderly expansion of the City Pressure Irrigation water distribution network in accordance with existing sizing guidelines.
- (4) Water valves that will allow temporary suspension of water flow for maintenance and repair of portions of water system without causing undue inconvenience to a large number of users. One pressure irrigation water service line shall be constructed to each subdivision lot site at the time the pressure irrigation water lines are installed. Each service line shall not exceed fifty feet (50') in length and shall terminate at the right-of-way. One Pressure irrigation water service line tap, irrigation box, and service line shall be constructed for each subdivision lot connected to the City pressure irrigation water system.
- (5) The Developer shall be responsible for all costs incurred in designing and installing the pressure irrigation station. This includes the land, pumps, motors, filters, buildings, delivery system to the station from the TFCC head gate, storage pond, Supervisory Control and Data Acquisition (SCADA) system, and power to the station.
- (6) All pressure irrigation system plans must be prepared by the Developer's engineer shall be according to the City's standard specifications and drawings. Plans submitted to the City shall be signed by a Professional Engineer for review and final approval,

before the City Engineer will sign the plat or approve construction plans.

- (7) The Pressure Irrigation System shall be located with in easements, right of ways and/or property deeded to the City of Twin Falls.

(b) City Cost.

- (1) None

(c) Required Inspections and Testing

- (1) All inspections and testing shall be as required by the City of Twin Falls Standard Specifications.

SPECIAL FEATURES

Pursuant to commitments made by the Developer as conditions of approval of the development, the following special features shall be constructed:

a) Required Improvements

b) City Costs

- (1) None.

XIII.

The City and the Developer agree that the sequence of construction shall be as follows unless special approval in writing is obtained from the City Engineer:

1. Erosion and sedimentation controls.
2. Stormwater retention and detention facilities.
3. Waste water sewers and service connections.
4. Waste water manholes.
5. Storm sewers and catch basins.
6. Gravity irrigation pipes and boxes.
7. Pressure irrigation lines, service connections, etc.
8. Water lines and service connections.
9. Gas lines, power lines, telephone lines and cablevision lines.
10. Any other underground improvements that are required.

11. Sub-base preparation for public ways.
12. Gravel base course for public ways.
13. Curb-gutter, valley-gutter and sidewalk.
14. Gravel leveling course.
15. Asphalt paving.
16. Special Features.

XIV.

The Development may be phased as indicated on the attached development plan submitted by the Developer and approved by the City Engineer.

The terms of the basic agreement shall apply individually to each phase shown on the attached plan as though each phase were a separate and independent development providing each phase is begun in the sequence indicated on the development plan.

The two (2) year time limit, (indicated in Section VII of the Agreement) for completing the required improvements shall begin for each phase when the Developer sells a lot or an application or a building permit to construct a building within the phase has been received by the City.

The Developer may cease further development after completing any phase and before beginning the next phase and the basic agreement shall terminate in accordance with Section XVI, of the basic agreement for any undeveloped phases of the development originally proposed in the basic agreement.

XV.

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

XVI.

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

Attest:

CITY OF TWIN FALLS, IDAHO

City Clerk

Mayor

Developer

[illegible]

On this 7th day of AUGUST, 2014, before me, the undersigned, a Notary Public for Idaho, personally appeared Gary Stotter, known to me to be the persons whose names are subscribed to the within instrument on behalf of said Owner and acknowledged to me that said Owner executed the same.

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

CORPORATION

STATE OF IDAHO)
)ss.
County of Twin Falls)

On this ____ day of _____, 20____, before me, the undersigned, a Notary Public for Idaho, personally appeared _____, known or identified to me (or proved to me on the oath of _____) to be the president, or vice-president, or secretary or assistant secretary, of the corporation that executed the instrument or the person who executed the instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same.



Martha Tolman
Notary Public for Idaho
Residing at Twin Falls, Idaho
Exp 10/17/18

NOTICE OF DEVELOPER'S AGREEMENT

NOTICE IS HEREBY GIVEN, that a document entitled "Improvement Agreement for Developers" (hereafter "Agreement") has been executed and filed with the City of Twin Falls, Idaho, for the following named subdivision:

The Agreement imposes certain obligations upon the developer for the development of the subject property, and upon the developer's heirs, successors in interest and lawful assigns. Details of the conditions and obligations may be found by examining or photocopying the Agreement at the Office of the City Engineer, 321 2nd Avenue East, Twin Falls, Idaho 83301.

CITY OF TWIN FALLS, IDAHO

City Clerk

Mayor

Developer

STATE OF IDAHO)
)ss.
County of Twin Falls)

On this ____ day of _____, 20____, before me, the undersigned, a Notary Public for Idaho, personally appeared _____, known to me to be the persons whose names are subscribed to the within instrument on behalf of said Owner and acknowledged to me that said Owner executed the same.

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

Notary Public for Idaho
Residing at Twin Falls, Idaho



Date: Monday, July 27, 2015
To: Honorable Mayor and City Council
From: Troy Vitek, Assistant City Engineer

Request:

Consideration of a request to approve a trust agreement for Benno's Point Subdivision No. 2, placing all lots into trust.

Background:

The Benno's Point Subdivision No. 2 is located north of Park Avenue and east of Noble St. The final plat was approved on March 9, 2015 by the Council. The owners of the property wish to record the final plat at this time before development has been completed.

Budget Impact:

None

Conclusion:

Staff recommends that the Council accept the agreement and authorize the Mayor to sign.

Attachments:

1. Trust Agreement with Phase Control Notice
2. Location Map/Plat
3. Final Plat

TRUST AGREEMENT

This Trust Agreement (the "Agreement") is made and entered into this ____ day of _____, 2015 by and between **GARY'S WESTLAND, L.L.C., an Idaho Limited Liability Company** (hereinafter "Trustor"); **TITLEFACT, INC.**, (hereinafter "Trustee"); and the **CITY OF TWIN FALLS, IDAHO** (hereinafter "Beneficiary"), and is made with respect to the following facts and objectives:

WITNESSETH:

WHEREAS, Trustor is the owner of the real property described below (the "Property"); and

WHEREAS, it is the desire and intent of Trustor to arrange, by and through this Agreement, for the orderly development and sale of the Property, in a manner that is conducive to achieving full compliance with applicable rules and regulations of Twin Falls County, Idaho, and the City of Twin Falls, Idaho.

NOW THEREFORE, it is agreed between the parties hereto as follows:

1. That upon the execution of this Agreement by both parties, the Trustor agrees to execute and deliver to the Trustee a Warranty Deed, conveying to the Trustee, in Trust, to be held solely for the benefit of the Beneficiary, the Property, to-wit:

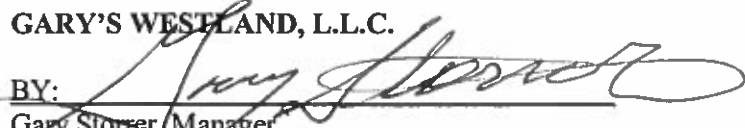
Lots 9 Thru 39, Block 1;
Lots 14 Thru 26, Block 8;
Lots 1 Thru 24, Block 9;
Lots 1 Thru 8, Block 10;
Lots 1 Thru 8, Block 11, All in **BENNO'S POINT SUBDIVISION NO. 2**, Twin Falls County, Idaho, according to the official plat thereof recorded in Book _____ of Plats, page _____, records of Twin Falls County, Idaho.

2. The Trustor and the Trustee agree that the Trustee shall hold said title to the Property in trust, solely for the benefit of the Beneficiary under the terms hereof, and that title to the Property shall be and remain good and marketable and free from any defects, liens, conditions or encumbrances of any kind or nature, other than those appearing of record in the office of the Twin Falls County Recorder, and conditions of the Phase Control Development Notice for lots in Benno's Point No. 2 Subdivision, a copy of which is attached hereto as Exhibit "A," or those which are placed on the Property with the prior written consent of the Trustee. The Trustee shall not convey, transfer or encumber all or any interest in the Property, save and except to the extent as directed by the Trustor by written instrument delivered to the Trustee.
3. It is understood and agreed that the purpose of this Agreement is to provide Trustor with a convenient means of, subdividing, developing and selling the Property. It shall be the entire responsibility of the Trustor to effect such developing, subdividing and selling of the Property and to provide whatever subdivision plat it may desire and to pay all costs and expenses of said developing, subdividing and selling, and Trustee shall have no liability for any costs or expenses therefor or for any claim, damage, loss or liability sustained to the Property or Trustor or to any other person or persons in connection with said matter, save and except to the extent caused by Trustee's failure or refusal to comply with the terms and conditions of this Agreement.

4. The Trustor may, as it desires from time to time, sell all or any portion of the Property in its sole and complete discretion. The Trustee agrees that, when it is so instructed in writing by Trustor, Trustee shall execute and deliver to the person or persons designated by Trustor, a fiduciary deed conveying good and marketable title to the Property or any part thereof as designated, and at said time the Trustor agrees to pay to Trustee any reasonable costs and expenses incurred by the Trustee hereunder and to pay the normal and customary fee for the cost of an owner's title insurance policy to be issued by *TITLEFACT, INC.*
5. It is agreed that Trustee shall not be liable or responsible for the condition of title to the Property, except as may be provided in any title insurance policy issued by the Trustee, and Trustee shall have no liability concerning possession or survey or any taxes, costs or expenses in connection with the Property, other than as herein provided.
6. It is agreed that the term of this Agreement shall expire when all of the above described Lots have been conveyed by the Trustee pursuant to Trustor's written instructions.
7. It is agreed that this Trust Agreement may not be revoked or amended without the prior written approval of the Beneficiary. If Trustee is presented with written notice of Termination by both Trustor and Beneficiary, and Trustee receives Trustor's payment of all reasonable out-of-pocket costs and expenses incurred by Trustee in connection with this Agreement, if any, the Trustee shall immediately reconvey to Trustor the remaining part of the Property; and thereafter no party hereto shall have any further liability to the others in connection with the Property or under the terms of this Agreement.
8. Trustor agrees to indemnify and save harmless Trustee from any claims, demands, judgments, costs and expenses including reasonable attorney's fees and any other obligation or liability of any kind or nature that the Trustee may for any reason suffer, incur or expend by reason of this Trust Agreement or in the administration thereof, other than for or as a result of Trustee's misconduct, breach of this Agreement, or willful neglect.
9. This Agreement shall bind the parties hereto, their heirs, representatives, successors and assigns.

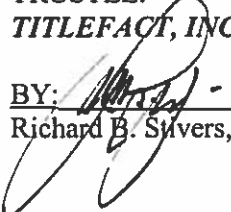
Date: _____

TRUSTOR:
GARY'S WESTLAND, L.L.C.

BY: 
Gary Storrer, Manager

Date: _____

TRUSTEE:
TITLEFACT, INC.

BY: 
Richard B. Silvers, President

Date: _____

BENEFICIARY:
CITY OF TWIN FALLS, IDAHO

BY: _____

STATE OF IDAHO
County of Twin Falls

On this 10th day of July, 2015, before me, a Notary Public in and for said State, personally appeared Gary Storer, known or identified to me to be the Manager of the limited liability company of **GARY'S WESTLAND, L.L.C.**, and the Manager who subscribed said limited liability company name to the foregoing instrument and acknowledged to me that he executed the same in said limited liability company name.

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

Martha Tolman
Notary Public for Idaho
Residing in Twin Falls
Commission expires 10/17/18

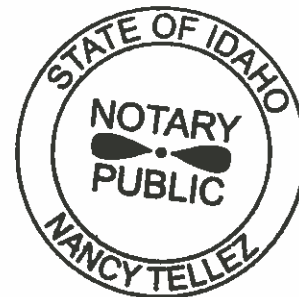


STATE OF IDAHO
County of Twin Falls

On this 17th day of July, 2015, before me, the undersigned, Notary Public in and for said State, personally appeared **RICHARD B. STIVERS**, known or identified to me to be the President of the said corporation that executed this instrument, or the person who executed the instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year in this certificate first above written

Nancy Tellez
Notary Public for Idaho
Residing at: Idaho
My Commission expires: 12/01/2017



STATE OF IDAHO
County of Twin Falls

On this _____ day of _____, 20____, before me, the undersigned, Notary Public in and for said State, personally appeared **DON HALL**, known or identified to me to be the Mayor for the City of Twin Falls, Idaho, and known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same on behalf of the City of Twin Falls, Idaho.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year in this certificate first above written.

Notary Public for Idaho

Residing at: _____

My Commission expires: _____

"EXHIBIT A"

PHASE CONTROL DEVELOPMENT NOTICE

THIS NOTICE prohibits the conveyance of any undeveloped lot in **Benno's Point Subdivision No. 2** until such time as an Improvement Agreement for Developments between the City of Twin Falls and the Developer is recorded designating the lots and blocks in each phase which are approved for conveyance.

TITLEFACT, INC., will hold the deed to all undeveloped lots in Escrow with instructions to convey only those lots covered by the recorded Improvement Agreement for Developments.

The real property subject to this notice is:

Lots 9 Thru 39, Block 1

Lots 14 Thru 26, Block 8

Lots 1 Thru 24, Block 9

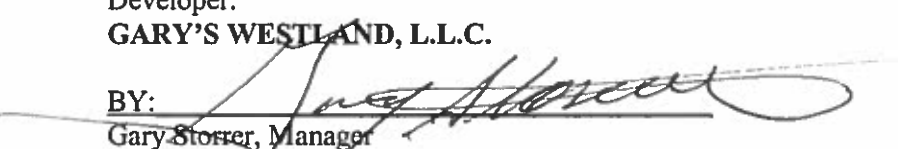
Lots 1 Thru 8, Block 10

Lots 1 Thru 8, Block 11 **All in BENNO'S POINT SUBDIVISION NO. 2**, as platted in the records of Twin Falls County, Idaho.

Dated this ____ day of _____, 20____.

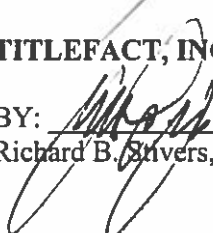
Developer:

GARY'S WESTLAND, L.L.C.

BY: 

Gary Storrer, Manager

TITLEFACT, INC.

BY: 

Richard B. Shivers, President

Na/lo
TitleFact, Inc.
163 Fourth Avenue North
P.O. Box 486
Twin Falls, Idaho 83303
**** SPACE ABOVE FOR RECORDER ****

WARRANTY DEED

FOR VALUE RECEIVED GARY'S WESTLAND, L.L.C., an Idaho Limited Liability Company, hereinafter called the Grantor, hereby grants, bargains, sells and conveys unto **TITLEFACT, INC., an Idaho corporation, as Trustee for the Benefit of Gary's Westland, L.L.C., an Idaho Limited Liability Company**, hereinafter called Grantee, whose address is: 1042 Wildwood Way, Twin Falls, Idaho 83301, the following described premises in Twin Falls County, Idaho; to-wit:

Lots 9 Thru 39, Block 1;
Lots 14 Thru 26, Block 8;
Lots 1 Thru 24, Block 9;
Lots 1 Thru 8, Block 10;
Lots 1 Thru 8, Block 11, All in **BENNO'S POINT SUBDIVISION NO. 2**, Twin Falls County, Idaho, according to the official plat thereof recorded in Book _____ of Plats, page _____, records of Twin Falls County, Idaho.

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

Dated: July 10, 2015
GARY'S WESTLAND, L.L.C.

BY: 
Gary Storrer, Manager

STATE OF IDAHO
County of Twin Falls

On this 10th day of July, 2015, before me, a Notary Public in and for said State, personally appeared Gary Storrer, known or identified to me to be the Manager of the limited liability company of **GARY'S WESTLAND, L.L.C.**, and the Manager who subscribed said limited liability company name to the foregoing instrument and acknowledged to me that he executed the same in said limited liability company name.

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



Notary Public for Idaho
Residing in Twin Falls
Commission expires 10/17/18





Minors St

Highland Ave

Watchmaker St

Clifton Ave

Jeweler St

Noble St

Heidi Ave

Detters Rd

Park Ave

Bluebell Ave

Buena Vista St

Canyon St

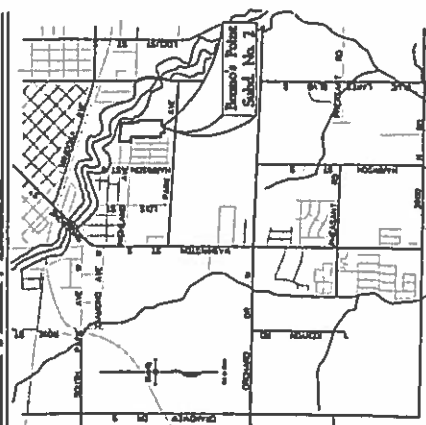
© 2015 Google

Google earth

42°32'36.98" N 114°27'56.92" W elev 3776 ft eye alt 6348 ft

1992

Located in
A Portion of W 1/2 NE 1/4, Section 21,
Township 10 South, Range 17 East,
Boise Meridian,
Twin Falls County, Idaho
2015



Engineers, Inc.
ENGINEERS/SURVEYORS/PLANNERS

64-05 Plat - Phase 2
Sheet 1 of 1

Legend

Subdivision Boundary Line
Street Center Line

Easement Line (See Easement Legend)

Set 5/8"x24" Rebar and Cap (LS 1000)

Found Monument on Moked
 payed to monument purpo
 (0001 01) don 1870 474 7/1 190

Found 5/8" Rebar and Cap (15 1000)

Found 1 1/2" Rebar and Cap (LS 1000)

5/8" x 24" Rebar and Cop (25 1000)

Health Certificate

[illegible]

14

United States Department of Justice

Easement Legend

10' Utility, Drainage, and Irrigation Easement

Curve Table

Case /	Cell	Group	Age	Gender	Occup	Incident	Outcome	Case /	Cell	Group	Age	Gender	Occup	Incident	Outcome
12	12.1	12.1	25	M	Student	100	100	12	12.1	12.1	25	M	Student	100	100
13	13.1	13.1	26	F	Teacher	100	100	13	13.1	13.1	26	F	Teacher	100	100
14	14.1	14.1	27	M	Engineer	100	100	14	14.1	14.1	27	M	Engineer	100	100
15	15.1	15.1	28	F	Doctor	100	100	15	15.1	15.1	28	F	Doctor	100	100
16	16.1	16.1	29	M	Lawyer	100	100	16	16.1	16.1	29	M	Lawyer	100	100
17	17.1	17.1	30	F	Artist	100	100	17	17.1	17.1	30	F	Artist	100	100
18	18.1	18.1	31	M	Businessman	100	100	18	18.1	18.1	31	M	Businessman	100	100
19	19.1	19.1	32	F	Scientist	100	100	19	19.1	19.1	32	F	Scientist	100	100
20	20.1	20.1	33	M	Writer	100	100	20	20.1	20.1	33	M	Writer	100	100
21	21.1	21.1	34	F	Manager	100	100	21	21.1	21.1	34	F	Manager	100	100
22	22.1	22.1	35	M	Farmer	100	100	22	22.1	22.1	35	M	Farmer	100	100
23	23.1	23.1	36	F	Nurse	100	100	23	23.1	23.1	36	F	Nurse	100	100
24	24.1	24.1	37	M	Politician	100	100	24	24.1	24.1	37	M	Politician	100	100
25	25.1	25.1	38	F	Journalist	100	100	25	25.1	25.1	38	F	Journalist	100	100
26	26.1	26.1	39	M	Architect	100	100	26	26.1	26.1	39	M	Architect	100	100
27	27.1	27.1	40	F	Historian	100	100	27	27.1	27.1	40	F	Historian	100	100
28	28.1	28.1	41	M	Philosopher	100	100	28	28.1	28.1	41	M	Philosopher	100	100
29	29.1	29.1	42	F	Biologist	100	100	29	29.1	29.1	42	F	Biologist	100	100
30	30.1	30.1	43	M	Chemist	100	100	30	30.1	30.1	43	M	Chemist	100	100
31	31.1	31.1	44	F	Physicist	100	100	31	31.1	31.1	44	F	Physicist	100	100
32	32.1	32.1	45	M	Mathematician	100	100	32	32.1	32.1	45	M	Mathematician	100	100
33	33.1	33.1	46	F	Psychologist	100	100	33	33.1	33.1	46	F	Psychologist	100	100
34	34.1	34.1	47	M	Sociologist	100	100	34	34.1	34.1	47	M	Sociologist	100	100
35	35.1	35.1	48	F	Anthropologist	100	100	35	35.1	35.1	48	F	Anthropologist	100	100
36	36.1	36.1	49	M	Geologist	100	100	36	36.1	36.1	49	M	Geologist	100	100
37	37.1	37.1	50	F	Environmental Scientist	100	100	37	37.1	37.1	50	F	Environmental Scientist	100	100
38	38.1	38.1	51	M	Astronomer	100	100	38	38.1	38.1	51	M	Astronomer	100	100
39	39.1	39.1	52	F	Botanist	100	100	39	39.1	39.1	52	F	Botanist	100	100
40	40.1	40.1	53	M	Zoologist	100	100	40	40.1	40.1	53	M	Zoologist	100	100
41	41.1	41.1	54	F	Ecologist	100	100	41	41.1	41.1	54	F	Ecologist	100	100
42	42.1	42.1	55	M	Marine Biologist	100	100	42	42.1	42.1	55	M	Marine Biologist	100	100
43	43.1	43.1	56	F	Geneticist	100	100	43	43.1	43.1	56	F	Geneticist	100	100
44	44.1	44.1	57	M	Immunologist	100	100	44	44.1	44.1	57	M	Immunologist	100	100
45	45.1	45.1	58	F	Neurologist	100	100	45	45.1	45.1	58	F	Neurologist	100	100
46	46.1	46.1	59	M	Cardiologist	100	100	46	46.1	46.1	59	M	Cardiologist	100	100
47	47.1	47.1	60	F	Oncologist	100	100	47	47.1	47.1	60	F	Oncologist	100	100
48	48.1	48.1	61	M	Endocrinologist	100	100	48	48.1	48.1	61	M	Endocrinologist	100	100
49	49.1	49.1	62	F	Nephrologist	100	100	49	49.1	49.1	62	F	Nephrologist	100	100
50	50.1	50.1	63	M	Rheumatologist	100	100	50	50.1	50.1	63	M	Rheumatologist	100	100
51	51.1	51.1	64	F	Hematologist	100	100	51	51.1	51.1	64	F	Hematologist	100	100
52	52.1	52.1	65	M	Infectious Disease	100	100	52	52.1	52.1	65	M	Infectious Disease	100	100
53	53.1	53.1	66	F	Geriatrician	100	100	53	53.1	53.1	66	F	Geriatrician	100	100
54	54.1	54.1	67	M	Neurosurgeon	100	100	54	54.1	54.1	67	M	Neurosurgeon	100	100
55	55.1	55.1	68	F	Plastic Surgeon	100	100	55	55.1	55.1	68	F	Plastic Surgeon	100	100
56	56.1	56.1	69	M	Orthopedic Surgeon	100	100	56	56.1	56.1	69	M	Orthopedic Surgeon	100	100
57	57.1	57.1	70	F	General Surgeon	100	100	57	57.1	57.1	70	F	General Surgeon	100	100
58	58.1	58.1	71	M	Urologist	100	100	58	58.1	58.1	71	M	Urologist	100	100
59	59.1	59.1	72	F	Gynecologist	100	100	59	59.1	59.1	72	F	Gynecologist	100	100
60	60.1	60.1	73	M	Ophthalmologist	100	100	60	60.1	60.1	73	M	Ophthalmologist	100	100
61	61.1	61.1	74	F	Otolaryngologist	100	100	61	61.1	61.1	74	F	Otolaryngologist	100	100
62	62.1	62.1	75	M	Dermatologist	100	100	62	62.1	62.1	75	M	Dermatologist	100	100
63	63.1	63.1	76	F	Pediatrician	100	100	63	63.1	63.1	76	F	Pediatrician	100	100
64	64.1	64.1	77	M	Neonatologist	100	100	64	64.1	64.1	77	M	Neonatologist	100	100
65	65.1	65.1	78	F	Perinatologist	100	100	65	65.1	65.1	78	F	Perinatologist	100	100
66	66.1	66.1	79	M	Maternal-Fetal Medicine	100	100	66	66.1	66.1	79	M	Maternal-Fetal Medicine	100	100
67	67.1	67.1	80	F	Obstetrician	100	100	67	67.1	67.1	80	F	Obstetrician	100	100
68	68.1	68.1	81	M	Family Medicine	100	100	68	68.1	68.1	81	M	Family Medicine	100	100
69	69.1	69.1	82	F	Internal Medicine	100	100	69	69.1	69.1	82	F	Internal Medicine	100	100
70	70.1	70.1	83	M	Emergency Medicine	100	100	70	70.1	70.1	83	M	Emergency Medicine	100	100
71	71.1	71.1	84	F	Intensive Care	100	100	71	71.1	71.1	84	F	Intensive Care	100	100
72	72.1	72.1	85	M	Critical Care	100	100	72	72.1	72.1	85	M	Critical Care	100	100
73	73.1	73.1	86	F	Transplant Medicine	100	100	73	73.1	73.1	86	F	Transplant Medicine	100	100
74	74.1	74.1	87	M	Cardiothoracic Surgery	100	100	74	74.1	74.1	87	M	Cardiothoracic Surgery	100	100
75	75.1	75.1	88	F	Neurosurgery	100	100	75	75.1	75.1	88	F	Neurosurgery	100	100
76	76.1	76.1	89	M	Orthopedic Surgery	100	100	76	76.1	76.1	89	M	Orthopedic Surgery	100	100
77	77.1	77.1	90	F	General Surgery	100	100	77	77.1	77.1	90	F	General Surgery	100	100
78	78.1	78.1	91	M	Urology	100	100	78	78.1	78.1	91	M	Urology	100	100
79	79.1	79.1	92	F	Gynecology	100	100	79	79.1	79.1	92	F	Gynecology	100	100
80	80.1	80.1	93	M	Ophthalmology	100	100	80	80.1	80.1	93	M	Ophthalmology	100	100
81	81.1	81.1	94	F	Otolaryngology	100	100	81	81.1	81.1	94	F	Otolaryngology	100	100
82	82.1	82.1	95	M	Dermatology	100	100	82	82.1	82.1	95	M	Dermatology	100	100
83	83.1	83.1	96	F	Pediatrics	100	100	83	83.1	83.1	96	F	Pediatrics	100	100
84	84.1	84.1	97	M	Neonatology	100	100	84	84.1	84.1	97	M	Neonatology	100	100
85	85.1	85.1	98	F	Perinatology	100	100	85	85.1	85.1	98	F	Perinatology	100	100
86	86.1	86.1	99	M	Maternal-Fetal Medicine	100	100	86	86.1	86.1	99	M	Maternal-Fetal Medicine	100	100
87	87.1	87.1	100	F	Obstetrics	100	100	87	87.1	87.1	100	F	Obstetrics	100	100
88	88.1	88.1	101	M	Family Medicine	100	100	88	88.1	88.1	101	M	Family Medicine	100	100
89	89.1	89.1	102	F	Internal Medicine	100	100	89	89.1	89.1	102	F	Internal Medicine	100	100
90	90.1	90.1	103	M	Emergency Medicine	100	100	90	90.1	90.1	103	M	Emergency Medicine	100	100
91	91.1	91.1	104	F	Intensive Care	100	100	91	91.1	91.1	104	F	Intensive Care	100	100
92	92.1	92.1	105	M	Critical Care	100	100	92	92.1	92.1	105	M	Critical Care	100	100
93	93.1	93.1	106	F	Transplant Medicine	100	100	93	93.1	93.1	106	F	Transplant Medicine	100	100
94	94.1	94.1	107	M	Cardiothoracic Surgery	100	100	94	94.1	94.1	107	M	Cardiothoracic Surgery	100	100
95	95.1	95.1	108	F	Neurosurgery	100	100	95	95.1	95.1	108	F	Neurosurgery	100	100
96	96.1	96.1	109	M	Orthopedic Surgery	100	100	96	96.1	96.1	109	M	Orthopedic Surgery	100	100
97	97.1	97.1	110	F	General Surgery	100	100	97	97.1	97.1	110	F	General Surgery	100	100
98	98.1	98.1	111	M	Urology	100	100	98	98.1	98.1	111	M	Urology	100	100
99	99.1	99.1	112	F	Gynecology	100	100	99	99.1	99.1	112	F	Gynecology	100	100
100	100.1	100.1	113	M	Ophthalmology	100	100	100	100.1	100.1	113	M	Ophthalmology	100	100

Curve Table

[illegible]



Date: Monday, July 27, 2015
To: Honorable Mayor and City Council
From: Troy Vitek, Assistant City Engineer

Request:

Consideration of a request to accept the Improvement Agreement for the purpose of developing Golden Eagle Subdivision No. 5.

Time Estimate:

The staff presentation will take approximately 2 minutes.

Background:

The final plat was approved on June 29, 2015. Prior to development, an improvement agreement is required. The developer is meeting that requirement with this document.

Approval Process:

Accepting the Improvement Agreement allows the developer to develop the lots. After acceptance of utilities or a financial guarantee provided to the city, the lots can be removed from trust and sold.

Budget Impact:

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

Regulatory Impact:

Approval of this request will allow the applicant to proceed to develop the property.

Conclusion:

Staff recommends that the Council approve the request and authorize the Mayor to sign the Improvement Agreement.

Attachments:

1. Improvement Agreement.

IMPROVEMENT AGREEMENT

for

DEVELOPMENTS

This Agreement made and entered into this ____ day of ____, 20____, by and between the CITY OF TWIN FALLS, State of Idaho, a municipal corporation, hereinafter called "City" and Twin Falls School District hereinafter called "Developer" for the purpose of constructing certain improvements on property sought to be developed for the following Development Lot 1, Block 1, Golden Eagle Subd. No. 5

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

WHEREAS, Developer desires to develop said real property for the following purposes:

Middle School.

WHEREAS, the Developer is obligated to construct certain improvements pursuant to City Code Section 10-12-4.2, and;

WHEREAS, the Developer has committed to construct special features as part of the development, and;

WHEREAS, the City has certain policies, ordinances, rules and regulations governing the construction of improvements, and;

WHEREAS, it is in the best interest of the City and Developer to clearly establish in one concise document the policies, ordinances, rules and regulations which apply to developments of the type contemplated herein.

WITNESSETH

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

I.

City agrees: (1) to operate and maintain all approved streets, alleys, service and roads, excluding state highways, constructed under the terms of this Agreement in any public rights-of-

way or easements and which are presently within or subsequently annexed into the City limits. Those streets, excluding state highways, lying outside the City limits and within the City Area of Impact shall be constructed to City standards but shall become the responsibility of the Twin Falls Highway District until such time as they are annexed or a maintenance agreement is signed by the City and the Twin Falls Highway District. (2) To operate and maintain all approved water lines, drainage lines, and sewer lines constructed under the terms of this Agreement in any public rights-of-way or easements and to provide water and sewer service to the Developer's real property, subject to all ordinances, rules and regulations governing sewer and water service. (3) To maintain non-pressure irrigation lines only where they cross City streets. All other maintenance of non-pressurized irrigation lines is the responsibility of the Twin Falls Canal Company or the irrigation users.

II.

In lieu of the actual installation of required public improvements before recording of the final plat, the Council may permit the subdivider to provide a financial guarantee of performance in one (1) or a combination of the following arrangements for those requirements which are over and beyond the requirements of any other agency responsible for the administration, operation and maintenance of the applicable public improvement.

a. Surety Bond

1. Accrual - The Bond shall accrue to the City covering construction, operation and maintenance of the specific public improvement.
2. Amount - the bond shall be in an amount equal to one hundred percent (100%) of the total estimated cost for completing construction of the specific public improvements, as estimated by the Developer's Engineer and approved by the City Engineer.
3. Term Length - The term length in which the bond is in force, for the duration of that phase of the project, shall be until completed and accepted by the City Engineer.
4. Bonding for Surety Company - The bond shall be with a surety company authorized to do business in the State of Idaho, acceptable to the Council.
5. The escrow agreement shall be drawn and furnished by the subdivider to the satisfaction of the Council.

- b. Cash Deposit, Certified Check, Negotiable Bond, or Irrevocable Bank Letter of Credit.
 1. Treasurer, Escrow Agent or Trust Company - A cash deposit, certified check, negotiable bond or an irrevocable bank letter of credit such surety acceptable by the Council, shall be deposited with an escrow agent or trust company.
 2. Dollar Value - The dollar value of the cash deposit, certified check, negotiable bond or irrevocable bank letter of credit shall be equal to one hundred percent (100%) of the estimated cost of construction for the specific public improvements, as estimated by Developer's Engineer and approved by the City Engineer.
 3. Escrow Time - The escrow time for the cash deposit, certified check, negotiable bond or irrevocable bank letter of credit shall be until all required improvements are completed and accepted by the City Engineer.
 4. Progressive Payment - In the case of cash deposits or certified checks, an agreement between the City and the subdivider may provide for progressive payment out of the cash deposit or reduction of the certified check, negotiable bond or irrevocable bank letter of credit, to the extent of the cost of the completed portion of the public improvement, in accordance with a previously entered into agreement.

III.

Developer agrees to retain a Professional Engineer, hereinafter called the Developer's Engineer, registered by the State of Idaho to perform the following minimum Engineering Services in accordance with Title 10 Chapter 12 Section 4-1 of the City Code:

- a. Prepare a master utility plan showing the location of all existing and proposed utility lines to include but not be limited to sewer, water, gas, electricity, telephone, irrigation, pressure irrigation and storm sewer.
- b. Prepare detailed plans and specifications for construction of all improvements required by this Agreement and shall include but not be limited to a complete set of construction plans, including profiles, cross-sections, specifications and other supporting data, for all required public streets, utilities and other facilities. Such construction plans shall be based on preliminary plans which have been approved

with the preliminary plat, and shall be prepared in conjunction with the final plat. Construction plans are subject to approval by the responsible public agencies. All construction plans shall be prepared in accordance with the public agencies' standards and specifications.

- c. Perform construction surveying, staking, testing, inspection and administer the construction of all facilities required by this contract.
- d. Submit all test reports, inspection reports, change orders and construction diaries to the City Engineer every week during the construction of the development or subdivision.
- e. Prepare and submit an updated copy of the enclosed development and subdivision checklist to the City Engineer every week during the construction of the development or subdivision, and also upon completion of the project.
- f. Submit to the City Engineer the final plans, and master utility plan for the City records showing any approved changes to the original plans and specifications. A permanent drawing in ink on approved transparent polyester drafting film and an electronic media copy of the plans in ACAD 2000 using City standard format shall be provided within thirty (30) days after completion of the project.
- g. Submit a letter upon completion of construction stating that the work has been constructed in conformance to the plans and specifications, with the certification by the Developer's Engineer that improvements were constructed to the lines and grades shown.

The above work shall be subject to the approval of the City Engineer.

The City agrees to provide asphalt pavement testing for conformance with City standards, but it shall be the responsibility of Developer's Engineer to provide all necessary quality control during construction. All tests shall be taken at a frequency based upon City of Twin Falls Standard Specifications.

The Developer agrees to: (1) allow the City full and complete access to the work (2) provide all materials necessary to conduct all tests (3) supply all water necessary to test pipe joints and (4) provide the equipment and perform or have performed any testing of manufactured materials required by the City Engineer.

The Developer shall submit a letter to the City Engineer upon completion of the project, requesting that the City assume the responsibility for maintenance and operation of all public improvements as stated herein.

IV.

The Developer agrees to obtain a permit or letter of approval from the Twin Falls Highway District or the State of Idaho Department of Highways prior to constructing improvements on their respective right-of-ways. The original or a certified copy of said permit or letter shall be submitted to the City Engineer prior to beginning of construction thereon.

V.

The Developer agrees to dedicate rights-of-way to the public for the development of all streets and alleys in accordance with the City Master Street Plan and to dedicate easements for the maintenance and operation of all public utilities. The size and location of said rights-of-way and easements shall be determined by the City Engineer.

VI.

The Developer hereby agrees and petitions the City to annex into the corporate limits of said City, the above described real property that is contiguous with the same or becomes contiguous to said City limits. Developer agrees to annexation of said real property by the City upon the terms and conditions as shall be set forth by said City.

VII.

The Developer and the City agree that the improvements listed herein are required unless specifically waived by action of the City Council and that said improvements will be constructed on any public rights-of-way or easements approved and accepted by the City Council all as designed by the Developer's Engineer and approved by the City Engineer and in accordance with standards established by the City Engineer and that all required improvements will be completed in a timely manner. If improvements are not completed in a timely manner, the Developer shall provide an updated, current version of the developer's agreement and financial guarantee for City Council consideration.

VIII.

The Developer agrees to pay the total actual costs of all materials, labor and equipment necessary to completely construct all of the improvements required herein, except those costs specifically shown to be paid by the City and to construct or contract for the construction of such improvements.

IX.

Developer agrees to pay the total extra cost of all additional materials, labor and equipment necessary to construct any streets the City requires to be wider or deeper than a standard street or any water or sewer lines the City requires to be larger than the size required to properly serve the development. The requirement for wider and deeper streets shall be based on the City Master Street Plan. Requirements for larger water and sewer lines shall be based on the citywide sewer and water system sizing guidelines.

X.

The City shall provide no compensation for the cost of an oversize water or sewer line. In the case of water or sewer lines extended adjacent to or outside the limits of development, the Developer shall be eligible for payback from adjacent property owners pursuant to Resolution No. 1182. The Developer shall also be eligible for compensation when a private developer extends or connects to any water or sewer system previously installed by private developer, pursuant to Resolution 1651.

XI

Developer agrees to request in writing that the Developer's Engineers make the inspections required herein and the Developer or his Contractors shall not proceed with the next construction phase until the required inspection is complete and the work has been approved by the Developer's Engineer, the City Engineer or the Engineer's authorized inspector. All such inspections shall be scheduled in accordance with the City of Twin Falls Standard Specifications. Developer agrees to pay all costs resulting from: 1) his failure to properly schedule and request a required test or inspection or 2) proceeding with work before receiving approval to proceed. Developer agrees to remove or correct any rejected, unapproved or defective work or materials as required by the Developer's Engineer or the City Engineer. Any such defective work whether the result of poor workmanship, use of defective materials, damage through carelessness or any other cause, shall be removed within ten (10) days after written notice is given by the Developer's Engineer or the City Engineer, and the work shall be re-executed by the Contractor at his expense. The fact that either Engineer may have previously overlooked such defective work or materials shall not be a basis for acceptance of any part of it.

The issuance or approval of plans, specifications and computations shall not be construed as an approval of any violation of any provisions of City code, specifications, standards, policy, or any

other ordinance of the City. Approvals of plans that may violate City code, specifications or departmental policies will not be valid.

The approval of construction plans, specifications, and other data shall not prevent the City from thereafter requiring the correction of errors or omissions in said plans or specifications prior to or during actual construction or final acceptance by the City.

The Developer shall remove from all public property all temporary structures, rubbish, and waste materials resulting from their operation or caused by his employees.

The Developer shall guarantee all materials, workmanship and equipment furnished for a period of one (1) year from the date of written acceptance of the work by the City Engineer or authorized representative.

The Developer shall be responsible for any damage to any existing public improvements and shall repair or replace any such damage as required by the City Engineer, during or after completion of this project.

XII.

The City and the Developer agree to the following minimum for Required Improvements, City Costs, Required Inspections and to any other improvements, approved or required by the City Council and shown on the approved construction plans.

PUBLIC WAYS

(a) Required Improvements

- (1) Curb, gutter and sidewalk on all public street rights-of-way.
- (2) A standard residential street thirty six feet (36') wide with an eight inch (8") gravel course and two inch (2") asphaltic concrete surface course on all public street rights-of-way serving residential use property.
- (3) Minor residential and private streets as specified in the City of Twin Falls Standard Drawings.
- (4) A standard commercial or collector street forty eight feet (48') wide with an eleven inch (11") gravel course and three inch (3") asphaltic concrete surface course on all public street rights-of-way serving commercial use property or as a collector street. Whenever a street serves an industrial use property the City Engineer will determine the appropriate structural section.

- (5) A service-road twenty four feet (24') wide with an eight inch (8") gravel course and two inch (2") asphaltic concrete surface course and with concrete curb-gutter or curb and valley-gutter on all public service road rights-of-way.
- (6) A sidewalk five feet (5') wide minimum on all public pedestrian rights-of-way. Four foot (4') sidewalks by special permission of the City Council are allowed by City of Twin Falls Standard Drawings for minor residential streets under certain conditions.
- (7) Landscaping and sidewalk placement required adjacent to arterial and collector streets: A tract of land eleven feet (11') in depth behind the curb line will be dedicated as part of any residential development adjacent to arterial and collector streets. Within that tract the developer shall install landscaping six feet (6') in depth with a sprinkler system and with grass and trees behind the curb line and shall also install a five foot (5') sidewalk. The landscaping will be maintained by the city and funded through a fee added to the water bill of each account within the development. Irrevocable restrictive covenants for this development and maintenance shall provide for this funding. TFCC §10-12-4.2(O).
- (8) Street signs and traffic control devices on all public streets.
- (9) Street lights as determined by City policy for street light installation.
- (b) City Costs
 - (1) The cost of any street signs or traffic control devices installed by the City on new or existing streets.
 - (2) The cost of any required street lights (standard luminaires mounted on a wood pole). The Developer shall pay the extra cost of any decorative luminaires or poles. Prior approval will be required, and the cost of maintenance, replacement and power usage will be considered.
- (c) Required Inspections and Testing
 - (1) All inspections and testing shall be as required by City of Twin Falls Standard Specifications.

WATER SYSTEM

- (a) Required Improvements

- (1) Pursuant to City Code Section 7-8-3, 7-8-10 and 10-12-4.2 water line and fittings six inch (6") minimum diameter that will transport a flow of water, which will satisfy fire, domestic, other water demands of the development, based upon the City water pipe sizing plan and computer water model. Water line extension shall include connection from the existing City Water System to each building site and fire hydrants and then loop back to the City System in a manner that will provide a properly functioning system approved by the City Engineer, Water Superintendent and Fire Chief. If the development is to be constructed in phases, the water system shall be looped back to the City system during the first phase. No dead-end lines will be allowed during any phase of the project.
- (2) Water lines and fittings adjacent to and internal to the development shall be sized to continue the orderly expansion of the City water distribution network in accordance with existing sizing guidelines.
- (3) Water valves that will allow temporary suspension of water flow for maintenance and repair of portions of water system without causing undue inconvenience to a large number of users or creating a critical situation in the suppression of fires.
- (4) Fire hydrant connections and fire hydrants spacing to substantially comply with the minimum standards suggested by the Fire Rating Bureau and American Water Works Association. Fire hydrants are required in all developments.
- (5) One water service line shall be constructed to each building site at the time the water lines are installed. Each service line shall not exceed fifty feet (50') in length and shall terminate at the right-of-way.

During construction of the curb the letter W shall be stamped into the top or face of the curb directly in front of the water meter box. The impression shall be not less than one and one half inches (1½") high. Meters shall be grouped at adjacent side lot lines when possible or at another location if requested by the Developer and approved by the City Engineer and Water Superintendent. Water meter boxes will not be allowed in driveway approaches. Any cost associated in relocating meters from driveway

approaches will be the responsibility of the Developer or Lot Owner. Temporary address or lot number signs shall be staked at the location where the water meter box is to be installed. The City may install multiple water meters in a single water meter box.

The City will make the water line tap only after all appropriate tap fees for a Water Connection General Permit have been received and permits issued. All new water service line and connections made from existing water service mains to service any new development will be the responsibility of the Developer. The City will make the necessary service line tap after payment of the required water connection general permit fees.

- (6) One water service line tap, meter box, and service line shall be constructed for each building connected to the City water system. It is understood and agreed that the City will make all service line taps and install all meter boxes and that the fee paid by the developer for a Water Connection General Permit will reimburse the City for such work.
- (7) It is further understood and agreed that the City will make all connections to the existing water system. The City will disinfect the new water system at the developer's expense.

(b) City Costs

- (1) None.

(c) Required Inspections

- (1) All inspections and testing shall be as required by the City of Twin Falls Standard Specifications.

WASTE WATER COLLECTION SYSTEM

(a) Required Improvements

- (1) Pursuant to City Code Section 7-7-4, 7-7-11 and 10-12-4.2 a waste water collection system (eight-inch (8") minimum diameter) that will transport a flow of waste water, under conditions of maximum and minimum discharge from the development, to the existing City waste water system.
- (2) Waste water sewer lines adjacent to or internal to the development will be sized to continue the orderly expansion of the City Waste Water Collection

System in accordance with existing sizing guidelines and computer sewer model.

- (3) Manholes to provide access for maintenance and cleaning of the sewer lines located at any change of grade or alignment of the sewer, at the end of each sewer and spaced not more than four hundred feet (400') apart.
- (4) During construction of the curb the letter S shall be stamped into the top or face of the curb directly in front of the sewer service line location. The impression shall be not less than one and one half inches (1½") high.

(b) City Costs

- (1) None.

(c) Required Inspections and Testing

- (1) All inspections and testing shall be as required by City of Twin Falls Standard Specifications.

DRAINAGE SYSTEM

(a) Required Improvements

- (1) Any valley-gutters, ditching, grading or other surface drainage facilities necessary to convey any storm run-off originating from or traversing across the proposed development over the land surface to a point of retention, detention or discharge approved by the City Engineer.
- (2) Any catch basin, storm sewer and other sub-surface drainage facilities necessary to convey any storm run-off, originating from or traversing across the proposed development, to a point of retention, detention or discharge approved by the City Engineer, that cannot, in the City Engineer's opinion, be conveyed over the land surface without causing damage to public or private property or without being an unreasonable inconvenience or hazard to a private individual, a group of individuals or the general public.

(b) City Costs

- (1) None.

(c) Required Inspections and Testing

- (1) All inspections and testing shall be as required by the City of Twin Falls Standard Specifications.

GRAVITY IRRIGATION SYSTEM(a) Required Improvements

- (1) Any pipe, boxes or other appurtenances necessary to convey all irrigation water in underground pipe across the development and any adjacent public property. Irrigation facilities outside an established City irrigation district shall be constructed in an irrigation easement on private property except where it is necessary for irrigation water to cross the public right-of-way and all such crossings shall be perpendicular to the center line of said right-of-way unless otherwise approved by the City Engineer due to some unusual condition.

(b) City Costs

- (1) None.

(c) Required Inspections and Testing

- (1) All inspections and testing shall be as required by the City of Twin Falls Standard Specifications.

PRESSURE IRRIGATION SYSTEM(a) Required Improvements

- (1) Pursuant to Section 7-8-3 of the City Code, the use of the City's potable water supply as the primary source of irrigation water in all new developments shall be prohibited. For purposes of this subsection, the term "new development" means any new subdivision or PUD, or any development of any parcel of land of two (2) acres or larger that is not part of a subdivision or PUD. One (1) share of Twin Falls Canal Company Water for each acre of property within the subdivision shall be deeded to the City of Twin Falls before the filing of the final plat for use in the City's pressurized irrigation system.
- (2) Pressure irrigations water line and fittings shall be four inch (4") minimum diameter or larger that will transport a flow of water, which will satisfy all irrigation water demands of the development,

based upon the computer irrigation water model that the developer's engineer has prepared.

- (3) Water lines and fittings adjacent to and internal to the development shall be sized to continue the orderly expansion of the City Pressure Irrigation water distribution network in accordance with existing sizing guidelines.
- (4) Water valves that will allow temporary suspension of water flow for maintenance and repair of portions of water system without causing undue inconvenience to a large number of users. One pressure irrigation water service line shall be constructed to each subdivision lot site at the time the pressure irrigation water lines are installed. Each service line shall not exceed fifty feet (50') in length and shall terminate at the right-of-way. One Pressure irrigation water service line tap, irrigation box, and service line shall be constructed for each subdivision lot connected to the City pressure irrigation water system.
- (5) The Developer shall be responsible for all costs incurred in designing and installing the pressure irrigation station. This includes the land, pumps, motors, filters, buildings, delivery system to the station from the TFCC head gate, storage pond, Supervisory Control and Data Acquisition (SCADA) system, and power to the station.
- (6) All pressure irrigation system plans must be prepared by the Developer's engineer shall be according to the City's standard specifications and drawings. Plans submitted to the City shall be signed by a Professional Engineer for review and final approval,

before the City Engineer will sign the plat or approve construction plans.

- (7) The Pressure Irrigation System shall be located within easements, right of ways and/or property deeded to the City of Twin Falls.

(b) City Cost.

- (1) None

(c) Required Inspections and Testing

- (1) All inspections and testing shall be as required by the City of Twin Falls Standard Specifications.

SPECIAL FEATURES

Pursuant to commitments made by the Developer as conditions of approval of the development, the following special features shall be constructed:

a) Required Improvements

None

b) City Costs

- (1) None.

XIII.

The City and the Developer agree that the sequence of construction shall be as follows unless special approval in writing is obtained from the City Engineer:

1. Erosion and sedimentation controls.
2. Stormwater retention and detention facilities.
3. Waste water sewers and service connections.
4. Waste water manholes.
5. Storm sewers and catch basins.
6. Gravity irrigation pipes and boxes.
7. Pressure irrigation lines, service connections, etc.
8. Water lines and service connections.
9. Gas lines, power lines, telephone lines and cablevision lines.
10. Any other underground improvements that are required.

11. Sub-base preparation for public ways.
12. Gravel base course for public ways.
13. Curb-gutter, valley-gutter and sidewalk.
14. Gravel leveling course.
15. Asphalt paving.
16. Special Features.

XIV.

The Development may be phased as indicated on the attached development plan submitted by the Developer and approved by the City Engineer.

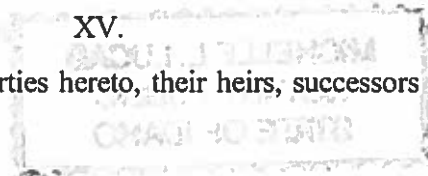
The terms of the basic agreement shall apply individually to each phase shown on the attached plan as though each phase were a separate and independent development providing each phase is begun in the sequence indicated on the development plan.

The two (2) year time limit, (indicated in Section VII of the Agreement) for completing the required improvements shall begin for each phase when the Developer sells a lot or an application or a building permit to construct a building within the phase has been received by the City.

The Developer may cease further development after completing any phase and before beginning the next phase and the basic agreement shall terminate in accordance with Section XVI, of the basic agreement for any undeveloped phases of the development originally proposed in the basic agreement.

XV.

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



XVI.

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

Attest:

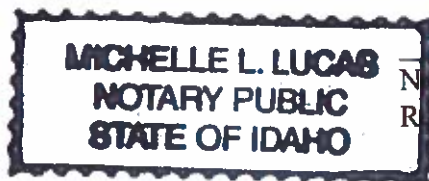
CITY OF TWIN FALLS, IDAHO

City Clerk_____
MayorDeveloper
Wiley J. Dobbs

STATE OF IDAHO)
)ss.
County of Twin Falls)

On this 15th day of July, 2015, before me, the undersigned, a Notary Public for Idaho, personally appeared Wiley J. Dobbs, known to me to be the persons whose names are subscribed to the within instrument on behalf of said Owner and acknowledged to me that said Owner executed the same.

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



Michelle Lucas
Notary Public for Idaho
Residing at Twin Falls, Idaho

Expires 8-13-18

CORPORATION

STATE OF IDAHO)
)ss.
County of Twin Falls)

On this ____ day of _____, 20____, before me, the undersigned, a Notary Public for Idaho, personally appeared _____, known or identified to me (or proved to me on the oath of _____) to be the president, or vice-president, or secretary or assistant secretary, of the corporation that executed the instrument or the person who executed the instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same.

NOTICE OF DEVELOPER'S AGREEMENT

NOTICE IS HEREBY GIVEN, that a document entitled "Improvement Agreement for Developers" (hereafter "Agreement") has been executed and filed with the City of Twin Falls, Idaho, for the following named subdivision:

The Agreement imposes certain obligations upon the developer for the development of the subject property, and upon the developer's heirs, successors in interest and lawful assigns. Details of the conditions and obligations may be found by examining or photocopying the Agreement at the Office of the City Engineer, 321 2nd Avenue East, Twin Falls, Idaho 83301.

CITY OF TWIN FALLS, IDAHO

City Clerk

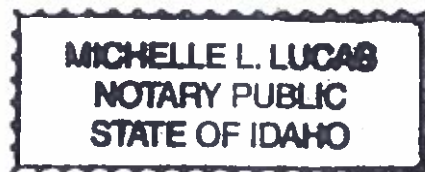
Mayor

Developer
Wiley J. Dobbs

STATE OF IDAHO)
)ss.
County of Twin Falls)

On this 15th day of July, 2015, before me, the undersigned, a Notary Public for Idaho, personally appeared Wiley J. Dobbs, known to me to be the persons whose names are subscribed to the within instrument on behalf of said Owner and acknowledged to me that said Owner executed the same.

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



Michelle Lucas

Notary Public for Idaho
Residing at Twin Falls, Idaho
Expires 8-13-18

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

Notary Public for Idaho
Residing at Twin Falls, Idaho

PARTNERSHIP

STATE OF IDAHO)
)ss.
County of Twin Falls)

On this ____ day of _____, 20____, before me, the undersigned, a Notary Public for Idaho, personally appeared _____, known or identified to me (or proved to me on the oath of _____) to be one of the partners in the partnership of _____, and the partner or one of the partners who subscribed said partnership name to the foregoing instrument, and acknowledged to me that he executed the same in said partnership name.

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

Notary Public for Idaho
Residing at Twin Falls, Idaho





Date: Monday, July 27, 2015
To: Honorable Mayor and City Council
From: Troy Vitek, Assistant City Engineer

Request:

Consideration of a request to approve a trust agreement for Golden Eagle Subdivision No. 5, placing Lot 2, Block 1 into trust.

Background:

The Golden Eagle Subdivision No. 5 is a re-subdivision of Lot 1, Block 1 of Golden Eagle Subdivision No. 4. It is physically located on the northwest corner of Harrison St. S. and 3600 N. The final plat was approved on June 29, 2015 by the Council. The owners of the property wish to record the final plat at this time before development has been completed.

Lot 1, Block 1 of this subdivision is the location of the new South Hills Middle School. Lot 2, Block 1 will be future residential development.

Budget Impact:

None

Conclusion:

Staff recommends that the Council accept the agreement and authorize the Mayor to sign.

Attachments:

1. Trust Agreement with Phase Control Notice
2. Location Map/Plat
3. Final Plat

TRUST AGREEMENT

This Trust Agreement (the "Agreement") is made and entered into this _____ day of June, 2015, by and between **TWIN FALLS SCHOOL DISTRICT #411**, (hereinafter "Trustor"); **TITLEFACT, INC.**, (hereinafter "Trustee"); and the **CITY OF TWIN FALLS, IDAHO** (hereinafter "Beneficiary"), and is made with respect to the following facts and objectives:

WITNESSETH:

WHEREAS, Trustor is the owner of the real property described below (the "Property"); and

WHEREAS, it is the desire and intent of Trustor to arrange, by and through this Agreement, for the orderly development and sale of the Property, in a manner that is conducive to achieving full compliance with applicable rules and regulations of Twin Falls County, Idaho, and the City of Twin Falls, Idaho, in effect on the date of approval of the subdivision of the property.

NOW THEREFORE, it is agreed between the parties hereto as follows:

1. That upon the execution of this Agreement by both parties, the Trustor agrees to execute and deliver to the Trustee a Warranty Deed, conveying to the Trustee, in Trust, to be held solely for the benefit of the Beneficiary, the Property, to-wit:

Lot 2, Block 1, **GOLDEN EAGLE SUBDIVISION NO. 5, A Re-Subdivision and Re-Numbering of Lot 1, Block 1, Golden Eagle Subdivision No. 4** Twin Falls County, Idaho, according to the official plat thereof recorded in Book _____ of Plats, page _____, records of Twin Falls County, Idaho.

2. The Trustor and the Trustee agree that the Trustee shall hold said title to the Property in trust, solely for the benefit of the Beneficiary under the terms hereof, and that title to the Property shall be and remain good and marketable and free from any defects, liens, conditions or encumbrances of any kind or nature, other than those appearing of record in the office of the Twin Falls County Recorder, and conditions of the Phase Control Development Notice for lots in **GOLDEN EAGLE SUBDIVISION NO. 5**, a copy of which is attached hereto as Exhibit "A," or those which are placed on the Property with the prior written consent of the Trustee. The Trustee shall not convey, transfer or encumber all or any interest in the Property, save and except to the extent as directed by the Trustor by written instrument delivered to the Trustee.
3. It is understood and agreed that the purpose of this Agreement is to provide Trustor with a convenient means of, subdividing, developing and selling the Property. It shall be the entire responsibility of the Trustor to effect such developing, subdividing and selling of the Property and to provide whatever subdivision plat it may desire and to pay all costs and expenses of said developing, subdividing and selling, and Trustee shall have no liability for any costs or expenses therefore or for any claim, damage, loss or liability sustained to the Property or Trustor or to any other person or persons in connection with said matter, save and except to the extent caused by Trustee's failure or refusal to comply with the terms and conditions of this Agreement.

4. The Trustor may, as it desires from time to time, sell all or any portion of the Property in its sole and complete discretion. The Trustee agrees that, when it is so instructed in writing by Trustor, Trustee shall execute and deliver to the person or persons designated by Trustor, a fiduciary deed conveying good and marketable title to the Property or any part thereof as designated, and at said time the Trustor agrees to pay to Trustee any reasonable costs and expenses incurred by the Trustee hereunder and to pay the normal and customary fee for the cost of an owner's title insurance policy to be issued by *TITLEFACT, INC.*
5. It is agreed that Trustee shall not be liable or responsible for the condition of title to the Property, except as may be provided in any title insurance policy issued by the Trustee, and Trustee shall have no liability concerning possession or survey or any taxes, costs or expenses in connection with the Property, other than as herein provided.
6. It is agreed that the term of this Agreement shall expire when all of the above described Lots have been conveyed by the Trustee pursuant to Trustor's written instructions.
7. It is agreed that this Trust Agreement may not be revoked or amended without the prior written approval of the Beneficiary. If Trustee is presented with written notice of Termination by both Trustor and Beneficiary, and Trustee receives Trustor's payment of all reasonable out-of-pocket costs and expenses incurred by Trustee in connection with this Agreement, if any, the Trustee shall immediately reconvey to Trustor the remaining part of the Property; and thereafter no party hereto shall have any further liability to the others in connection with the Property or under the terms of this Agreement.
8. Trustor agrees to indemnify and save harmless Trustee from any claims, demands, judgments, costs and expenses including reasonable attorney's fees and any other obligation or liability of any kind or nature that the Trustee may for any reason suffer, incur or expend by reason of this Trust Agreement or in the administration thereof, other than for or as a result of Trustee's misconduct, breach of this Agreement, or willful neglect.
9. This Agreement shall bind the parties hereto, their heirs, representatives, successors and assigns.

Date: _____

TRUSTOR:

TWIN FALLS SCHOOL DISTRICT #411

BY: 

Bernard Jansen – Twin Falls School District Chairman

Date: _____

TRUSTEE:

TITLEFACT, INC.

BY: 

Richard B. Grivers, President

Date: _____

BENEFICIARY:
CITY OF TWIN FALLS, IDAHO

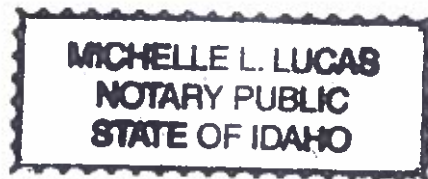
BY: _____
Don Hall, Mayor

STATE OF IDAHO
County of Twin Falls

On this 5th day of June, 2015, before me, the undersigned, Notary Public in and for said State, personally appeared **Bernard Jansen**, known or identified to me to be the School Board Chairman of Twin Falls County School District No. 411, Twin Falls County, State of Idaho and known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same on behalf of said School District No. 411, Twin Falls County, State of Idaho.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year in this certificate first above written

Michelle L. Lucas
Notary Public for Idaho
Residing at: Twin Falls
My Commission expires: 8-13-18



STATE OF IDAHO
County of Twin Falls

On this 11th day of June, 2015, before me, the undersigned, Notary Public in and for said State, personally appeared **RICHARD B. STIVERS**, known or identified to me to be the President of the said corporation that executed this instrument, or the person who executed the instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year in this certificate first above written

Nancy Tellez
Notary Public for Idaho
Residing at: Jerome
My Commission expires: 12/01/2017



STATE OF IDAHO
County of Twin Falls

On this ____ day of _____, 2015, before me, the undersigned, Notary Public in and for said State, personally appeared **DON HALL**, known or identified to me to be the Mayor for the City of Twin Falls, Idaho, and known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same on behalf of the City of Twin Falls, Idaho.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year in this certificate first above written.

Notary Public for Idaho
Residing at:
My Commission expires:

"EXHIBIT A"

PHASE CONTROL DEVELOPMENT NOTICE

THIS NOTICE prohibits the conveyance of any undeveloped lot **GOLDEN EAGLE SUBDIVISION NO. 5**, in until such time as an Improvement Agreement for Developments between the City of Twin Falls and the Developer is recorded designating the lots and blocks in each phase which are approved for conveyance.

TITLEFACT, INC., will hold the deed to all undeveloped lots in Escrow with instructions to convey only those lots covered by the recorded Improvement Agreement for Developments.

The real property subject to this notice is Lot 2, Block 1, **GOLDEN EAGLE SUBDIVISION NO. 5, A Re-Subdivision and Re-Numbering of Lot 1, Block 1, Golden Eagle Subdivision No. 4** as platted in the records of Twin Falls County, Idaho.

Dated this 5th day of June, 2015.

TWIN FALLS SCHOOL DISTRICT #411, Developer

BY: W Bernard Jansen
Bernard Jansen – Twin Falls School District Chairman

TITLEFACT, INC.

BY: [Signature]
Richard B. Sivers, President

Reference Only





Date: Monday, July 27, 2015
To: Honorable Mayor and City Council
From: Troy Vitek, Assistant City Engineer

Request:

Consideration of a request to accept the Improvement Agreement for the purpose of developing Wild Rose Estates Subdivision No. 4.

Time Estimate:

The staff presentation will take approximately 2 minutes.

Background:

The final plat was approved on March 30, 2015. Prior to development, an improvement agreement is required. The developer is meeting that requirement with this document.

Approval Process:

Accepting the Improvement Agreement allows the developer to develop the lots. After acceptance of utilities or a financial guarantee provided to the city, the lots can be removed from trust and sold.

Budget Impact:

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

Regulatory Impact:

Approval of this request will allow the applicant to proceed to develop the property.

Conclusion:

Staff recommends that the Council approve the request and authorize the Mayor to sign the Improvement Agreement.

Attachments:

1. Improvement Agreement.

IMPROVEMENT AGREEMENT

for

DEVELOPMENTS

This Agreement made and entered into this ____ day of ____, 2015, by and between the CITY OF TWIN FALLS, State of Idaho, a municipal corporation, hereinafter called "City" and GERALD MARTENS & JUDITH MARTENS hereinafter called "Developer" for the purpose of constructing certain improvements on property sought to be developed for the following Development WILD ROSE ESTATES SUBDIVISION NO. 4.

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

WHEREAS, Developer desires to develop said real property for the following purposes: Residential Subdivision.

WHEREAS, the Developer is obligated to construct certain improvements pursuant to City Code Section 10-12-4.2, and;

WHEREAS, the Developer has committed to construct special features as part of the development, and;

WHEREAS, the City has certain policies, ordinances, rules and regulations governing the construction of improvements, and;

WHEREAS, it is in the best interest of the City and Developer to clearly establish in one concise document the policies, ordinances, rules and regulations which apply to developments of the type contemplated herein.

W I T N E S S E T H

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

I.

City agrees: (1) to operate and maintain all approved streets, alleys, service and roads, excluding state highways, constructed under the terms of this Agreement in any public rights-of-way or easements and which are presently within or subsequently annexed into the City limits.

Those streets, excluding state highways, lying outside the City limits and within the City Area of Impact shall be constructed to City standards but shall become the responsibility of the Twin Falls Highway District until such time as they are annexed or a maintenance agreement is signed by the City and the Twin Falls Highway District. (2) To operate and maintain all approved water lines, drainage lines, and sewer lines constructed under the terms of this Agreement in any public rights-of-way or easements and to provide water and sewer service to the Developer's real property, subject to all ordinances, rules and regulations governing sewer and water service. (3) To maintain non-pressure irrigation lines only where they cross City streets. All other maintenance of non-pressurized irrigation lines is the responsibility of the Twin Falls Canal Company or the irrigation users.

II.

In lieu of the actual installation of required public improvements before recording of the final plat, the Council may permit the subdivider to provide a financial guarantee of performance in one (1) or a combination of the following arrangements for those requirements which are over and beyond the requirements of any other agency responsible for the administration, operation and maintenance of the applicable public improvement.

a. Surety Bond

1. Accrual - The Bond shall accrue to the City covering construction, operation and maintenance of the specific public improvement.
2. Amount - the bond shall be in an amount equal to one hundred percent (100%) of the total estimated cost for completing construction of the specific public improvements, as estimated by the Developer's Engineer and approved by the City Engineer.
3. Term Length - The term length in which the bond is in force, for the duration of that phase of the project, shall be until completed and accepted by the City Engineer.
4. Bonding for Surety Company - The bond shall be with a surety company authorized to do business in the State of Idaho, acceptable to the Council.
5. The escrow agreement shall be drawn and furnished by the subdivider to the satisfaction of the Council.

b. Cash Deposit, Certified Check, Negotiable Bond, or Irrevocable Bank Letter of Credit.

1. Treasurer, Escrow Agent or Trust Company - A cash deposit, certified check, negotiable bond or an irrevocable bank letter of credit such surety acceptable by the Council, shall be deposited with an escrow agent or trust company.
2. Dollar Value - The dollar value of the cash deposit, certified check, negotiable bond or irrevocable bank letter of credit shall be equal to one hundred percent (100%) of the estimated cost of construction for the specific public improvements, as estimated by Developer's Engineer and approved by the City Engineer.
3. Escrow Time - The escrow time for the cash deposit, certified check, negotiable bond or irrevocable bank letter of credit shall be until all required improvements are completed and accepted by the City Engineer.
4. Progressive Payment - In the case of cash deposits or certified checks, an agreement between the City and the subdivider may provide for progressive payment out of the cash deposit or reduction of the certified check, negotiable bond or irrevocable bank letter of credit, to the extent of the cost of the completed portion of the public improvement, in accordance with a previously entered into agreement.

III.

Developer agrees to retain a Professional Engineer, hereinafter called the Developer's Engineer, registered by the State of Idaho to perform the following minimum Engineering Services in accordance with Title 10 Chapter 12 Section 4-1 of the City Code:

- a. Prepare a master utility plan showing the location of all existing and proposed utility lines to include but not be limited to sewer, water, gas, electricity, telephone, irrigation, pressure irrigation and storm sewer.
- b. Prepare detailed plans and specifications for construction of all improvements required by this Agreement and shall include but not be limited to a complete set of construction plans, including profiles, cross-sections, specifications and other supporting data, for all required public streets, utilities and other facilities. Such construction plans shall be based on preliminary plans which have been approved with the preliminary plat, and shall be prepared in conjunction with the final plat. Construction plans are subject to approval by the responsible public agencies. All

construction plans shall be prepared in accordance with the public agencies' standards and specifications.

- c. Perform construction surveying, staking, testing, inspection and administer the construction of all facilities required by this contract.
- d. Submit all test reports, inspection reports, change orders and construction diaries to the City Engineer every week during the construction of the development or subdivision.
- e. Prepare and submit an updated copy of the enclosed development and subdivision checklist to the City Engineer every week during the construction of the development or subdivision, and also upon completion of the project.
- f. Submit to the City Engineer the final plans, and master utility plan for the City records showing any approved changes to the original plans and specifications. A permanent drawing in ink on approved transparent polyester drafting film and an electronic media copy of the plans in ACAD 2000 using City standard format shall be provided within thirty (30) days after completion of the project.
- g. Submit a letter upon completion of construction stating that the work has been constructed in conformance to the plans and specifications, with the certification by the Developer's Engineer that improvements were constructed to the lines and grades shown.

The above work shall be subject to the approval of the City Engineer.

The City agrees to provide asphalt pavement testing for conformance with City standards, but it shall be the responsibility of Developer's Engineer to provide all necessary quality control during construction. All tests shall be taken at a frequency based upon City of Twin Falls Standard Specifications.

The Developer agrees to: (1) allow the City full and complete access to the work (2) provide all materials necessary to conduct all tests (3) supply all water necessary to test pipe joints and (4) provide the equipment and perform or have performed any testing of manufactured materials required by the City Engineer.

The Developer shall submit a letter to the City Engineer upon completion of the project, requesting that the City assume the responsibility for maintenance and operation of all public improvements as stated herein.

IV.

The Developer agrees to obtain a permit or letter of approval from the Twin Falls Highway District or the State of Idaho Department of Highways prior to constructing improvements on their respective right-of-ways. The original or a certified copy of said permit or letter shall be submitted to the City Engineer prior to beginning of construction thereon.

V.

The Developer agrees to dedicate rights-of-way to the public for the development of all streets and alleys in accordance with the City Master Street Plan and to dedicate easements for the maintenance and operation of all public utilities. The size and location of said rights-of-way and easements shall be determined by the City Engineer.

VI.

The Developer hereby agrees and petitions the City to annex into the corporate limits of said City, the above described real property that is contiguous with the same or becomes contiguous to said City limits. Developer agrees to annexation of said real property by the City upon the terms and conditions as shall be set forth by said City.

VII.

The Developer and the City agree that the improvements listed herein are required unless specifically waived by action of the City Council and that said improvements will be constructed on any public rights-of-way or easements approved and accepted by the City Council all as designed by the Developer's Engineer and approved by the City Engineer and in accordance with standards established by the City Engineer and that all required improvements will be completed within two (2) years after signing of this agreement. If improvements are not completed in two (2) years the Developer shall complete and sign a new Developer's Agreement and provide a new financial guarantee for City Council consideration.

VIII.

The Developer agrees to pay the total actual costs of all materials, labor and equipment necessary to completely construct all of the improvements required herein, except those costs specifically shown to be paid by the City and to construct or contract for the construction of such improvements.

IX.

Developer agrees to pay the total extra cost of all additional materials, labor and equipment necessary to construct any streets the City requires to be wider or deeper than a standard street or any water or sewer lines the City requires to be larger than the size required to properly serve the development. The requirement for wider and deeper streets shall be based on the City Master Street

Plan. Requirements for larger water and sewer lines shall be based on the citywide sewer and water system sizing guidelines.

X.

The City shall provide no compensation for the cost of an oversize water or sewer line. In the case of water or sewer lines extended adjacent to or outside the limits of development, the Developer shall be eligible for payback from adjacent property owners pursuant to Resolution No. 1182. The Developer shall also be eligible for compensation when a private developer extends or connects to any water or sewer system previously installed by private developer, pursuant to Resolution 1651.

XI

Developer agrees to request in writing that the Developer's Engineers make the inspections required herein and the Developer or his Contractors shall not proceed with the next construction phase until the required inspection is complete and the work has been approved by the Developer's Engineer, the City Engineer or the Engineer's authorized inspector. All such inspections shall be scheduled in accordance with the City of Twin Falls Standard Specifications. Developer agrees to pay all costs resulting from: 1) his failure to properly schedule and request a required test or inspection or 2) proceeding with work before receiving approval to proceed. Developer agrees to remove or correct any rejected, unapproved or defective work or materials as required by the Developer's Engineer or the City Engineer. Any such defective work whether the result of poor workmanship, use of defective materials, damage through carelessness or any other cause, shall be removed within ten (10) days after written notice is given by the Developer's Engineer or the City Engineer, and the work shall be re-executed by the Contractor at his expense. The fact that either Engineer may have previously overlooked such defective work or materials shall not be a basis for acceptance of any part of it.

The issuance or approval of plans, specifications and computations shall not be construed as an approval of any violation of any provisions of City code, specifications, standards, policy, or any other ordinance of the City. Approvals of plans that may violate City code, specifications or departmental policies will not be valid.

The approval of construction plans, specifications, and other data shall not prevent the City from thereafter requiring the correction of errors or omissions in said plans or specifications prior to or during actual construction or final acceptance by the City.

The Developer shall remove from all public property all temporary structures, rubbish, and waste materials resulting from their operation or caused by his employees.

The Developer shall guarantee all materials, workmanship and equipment furnished for a period of one (1) year from the date of written acceptance of the work by the City Engineer or authorized representative.

The Developer shall be responsible for any damage to any existing public improvements and shall repair or replace any such damage as required by the City Engineer, during or after completion of this project.

XII.

The City and the Developer agree to the following minimum for Required Improvements, City Costs, Required Inspections and to any other improvements, approved or required by the City Council and shown on the approved construction plans.

PUBLIC WAYS

(a) Required Improvements

- (1) Curb, gutter and sidewalk on all public street rights-of-way.
- (2) A standard residential street thirty six feet (36') wide with an eight inch (8") gravel course and two inch (2") asphaltic concrete surface course on all public street rights-of-way serving residential use property.
- (3) Minor residential and private streets as specified in the City of Twin Falls Standard Drawings.
- (4) A standard commercial or collector street forty eight feet (48') wide with an eleven inch (11") gravel course and three inch (3") asphaltic concrete surface course on all public street rights-of-way serving commercial use property or as a collector street. Whenever a street serves an industrial use property the City Engineer will determine the appropriate structural section.
- (5) A service-road twenty four feet (24') wide with an eight inch (8") gravel course and two inch (2") asphaltic concrete surface course and with concrete curb-gutter or curb and valley-gutter on all public service road rights-of-way.
- (6) A sidewalk five feet (5') wide minimum on all public pedestrian rights-of-way. Four foot (4') sidewalks by special permission of the City Council are allowed by City of Twin Falls Standard Drawings for minor residential streets under certain conditions.
- (7) Landscaping and sidewalk placement required adjacent to arterial and collector streets: A tract of land eleven feet (11') in depth behind the curb line will be dedicated as part of any residential development adjacent to

arterial and collector streets. Within that tract the developer shall install landscaping six feet (6') in depth with a sprinkler system and with grass and trees behind the curb line and shall also install a five foot (5') sidewalk.

- (8) Street signs and traffic control devices on all public streets.
- (9) Street lights as determined by City policy for street light installation.

(b) City Costs

- (1) The cost of any street signs or traffic control devices installed by the City on new or existing streets.
- (2) The cost of any required street lights (standard luminaires mounted on a wood pole). The Developer shall pay the extra cost of any decorative luminaires or poles. Prior approval will be required, and the cost of maintenance, replacement and power usage will be considered.

(c) Required Inspections and Testing

- (1) All inspections and testing shall be as required by City of Twin Falls Standard Specifications.

~~WATER SYSTEM~~

(a) Required Improvements

- (1) Pursuant to City Code Section 7-8-3, 7-8-10 and 10-12-4.2 water line and fittings six inch (6") minimum diameter that will transport a flow of water, which will satisfy fire, domestic, other water demands of the development, based upon the City water pipe sizing plan and computer water model. Water line extension shall include connection from the existing City Water System to each building site and fire hydrants and then loop back to the City System in a manner that will provide a properly functioning system approved by the City Engineer, Water Superintendent and Fire Chief. If the development is to be constructed in phases, the water system shall be looped back to the City system during the first phase. No dead-end lines will be allowed during any phase of the project.
- (2) Water lines and fittings adjacent to and internal to the development shall be sized to continue the orderly expansion of the City water distribution network in accordance with existing sizing guidelines.
- (3) Water valves that will allow temporary suspension of water flow for maintenance and repair of portions of water system without causing undue

inconvenience to a large number of users or creating a critical situation in the suppression of fires.

- (4) Fire hydrant connections and fire hydrants spacing to substantially comply with the minimum standards suggested by the Fire Rating Bureau and American Water Works Association. Fire hydrants are required in all developments.
- (5) One water service line shall be constructed to each building site at the time the water lines are installed. Each service line shall not exceed fifty feet (50') in length and shall terminate at the right-of-way.

During construction of the curb the letter W shall be stamped into the top or face of the curb directly in front of the water meter box. The impression shall be not less than one and one half inches (1½") high. Meters shall be grouped at adjacent side lot lines when possible or at another location if requested by the Developer and approved by the City Engineer and Water Superintendent. Water meter boxes will not be allowed in driveway approaches. Any cost associated in relocating meters from driveway approaches will be the responsibility of the Developer or Lot Owner. Temporary address or lot number signs shall be staked at the location where the water meter box is to be installed. The City may install multiple water meters in a single water meter box.

The City will make the water line tap only after all appropriate tap fees for a Water Connection General Permit have been received and permits issued. All new water service line and connections made from existing water service mains to service any new development will be the responsibility of the Developer. The City will make the necessary service line tap after payment of the required water connection general permit fees.

- (6) One water service line tap, meter box, and service line shall be constructed for each building connected to the City water system. It is understood and agreed that the City will make all service line taps and install all meter boxes and that the fee paid by the developer for a Water Connection General Permit will reimburse the City for such work.

- (7) It is further understood and agreed that the City will make all connections to the existing water system. The City will disinfect the new water system at the developer's expense.

(b) City Costs

- (1) None.

(c) Required Inspections

- (1) All inspections and testing shall be as required by the City of Twin Falls Standard Specifications.

~~WASTE WATER COLLECTION SYSTEM~~

(a) Required Improvements

- (1) Pursuant to City Code Section 7-7-4, 7-7-11 and 10-12-4.2 a waste water collection system (eight-inch (8") minimum diameter) that will transport a flow of waste water, under conditions of maximum and minimum discharge from the development, to the existing City waste water system.
- (2) Waste water sewer lines adjacent to or internal to the development will be sized to continue the orderly expansion of the City Waste Water Collection System in accordance with existing sizing guidelines and computer sewer model.
- (3) Manholes to provide access for maintenance and cleaning of the sewer lines located at any change of grade or alignment of the sewer, at the end of each sewer and spaced not more than four hundred feet (400') apart.
- (4) During construction of the curb the letter S shall be stamped into the top or face of the curb directly in front of the sewer service line location. The impression shall be not less than one and one half inches (1½") high.

(b) City Costs

- (1) None.

(c) Required Inspections and Testing

- (1) All inspections and testing shall be as required by City of Twin Falls Standard Specifications.

DRAINAGE SYSTEM

(a) Required Improvements

- (1) Any valley-gutters, ditching, grading or other surface drainage facilities necessary to convey any storm run-off originating from or traversing across

the proposed development over the land surface to a point of retention, detention or discharge approved by the City Engineer.

- (2) Any catch basin, storm sewer and other sub-surface drainage facilities necessary to convey any storm run-off, originating from or traversing across the proposed development, to a point of retention, detention or discharge approved by the City Engineer, that cannot, in the City Engineer's opinion, be conveyed over the land surface without causing damage to public or private property or without being an unreasonable inconvenience or hazard to a private individual, a group of individuals or the general public.

(b) City Costs

- (1) None.

(c) Required Inspections and Testing

- (1) All inspections and testing shall be as required by the City of Twin Falls Standard Specifications.

~~GRAVITY IRRIGATION SYSTEM~~

(a) Required Improvements

- (1) Any pipe, boxes or other appurtenances necessary to convey all irrigation water in underground pipe across the development and any adjacent public property. Irrigation facilities outside an established City irrigation district shall be constructed in an irrigation easement on private property except where it is necessary for irrigation water to cross the public right-of-way and all such crossings shall be perpendicular to the center line of said right-of-way unless otherwise approved by the City Engineer due to some unusual condition.

(b) City Costs

- (1) None.

(c) Required Inspections and Testing

- (1) All inspections and testing shall be as required by the City of Twin Falls Standard Specifications.

~~PRESSURE IRRIGATION SYSTEM~~

(a) Required Improvements

- (1) Pursuant to Section 7-8-3 of this Code, the use of the City's potable water supply as the primary source of irrigation water in all new

developments shall be prohibited. For purposes of this subsection, the term "new development" means any new subdivision or PUD, or any development of any parcel of land of two (2) acres or larger that is not part of a subdivision or PUD. One (1) share of Twin Falls Canal Company Water for each acre of property within the subdivision shall be deeded to the City of Twin Falls before the filing of the final plat for use in the City's pressurized irrigation system.

- (1) Any pipe, boxes, or other appurtenances necessary to convey all pressure irrigation water in underground pipe across the development and adjacent public property. Pressure irrigation shall be located in easements as approved on the final plat by the City Engineer.
- (2) An extension of the delivery piping to a pressure irrigation pump station pursuant to City policy.
- (b) City Cost.
 - (1) Deliver pipe extension cost beyond one thousand feet (1,000') from the boundary of the phase of the development nearest the pump station.
 - (2) Pipe over sizing cost as determined by current policy.
- (c) Required Inspections and Testing.
 - (1) All inspections and testing shall be as required by the City of Twin Falls Standard Specifications.

SPECIAL FEATURES

Pursuant to commitments made by the Developer as conditions of approval of the development, the following special features shall be constructed:

a) Required Improvements

b) City Costs

- (1) None.

XIII.

The City and the Developer agree that the sequence of construction shall be as follows unless special approval in writing is obtained from the City Engineer:

1. Erosion and sedimentation controls.
2. Stormwater retention and detention facilities.

~~3. Waste water sewers and service connections.~~

~~4. Waste water manholes.~~

~~5. Storm sewers and catch basins.~~

6. Gravity irrigation pipes and boxes.

7. Pressure irrigation lines, service connections, etc. (PRIVATE)

~~8. Water lines and service connections.~~

9. Gas lines, power lines, telephone lines and cablevision lines.

10. Any other underground improvements that are required.

11. Sub-base preparation for public ways.

12. Gravel base course for public ways.

13. Curb-gutter, valley-gutter and sidewalk.

14. Gravel leveling course.

15. Asphalt paving.

16. Special Features.

XIV.

The Development may be phased as indicated on the attached development plan submitted by the Developer and approved by the City Engineer.

The terms of the basic agreement shall apply individually to each phase shown on the attached plan as though each phase were a separate and independent development providing each phase is begun in the sequence indicated on the development plan.

The two (2) year time limit, (indicated in Section VII of the Agreement) for completing the required improvements shall begin for each phase when the Developer sells a lot or an application or a building permit to construct a building within the phase has been received by the City.

The Developer may cease further development after completing any phase and before beginning the next phase and the basic agreement shall terminate in accordance with Section XVI, of the basic agreement for any undeveloped phases of the development originally proposed in the basic agreement.

XV.

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

This agreement shall terminate two (2) years from the signing thereof. In the event of a breach of Agreement, or should legal action of any kind be taken to enforce the provisions, hereof, the prevailing party shall be entitled to reasonable attorney fees and costs awarded by the Court.

Attest:

CITY OF TWIN FALLS, IDAHO

City Clerk

Mayor

Developer

STATE OF IDAHO)
)ss.
County of Twin Falls)

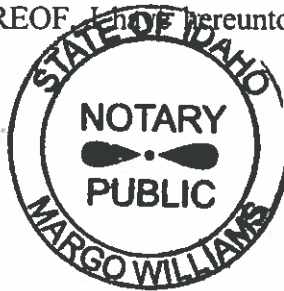
On this 3rd day of March, 2015, before me, the undersigned, a Notary Public for Idaho, personally appeared Gerald Martens, known to me to be the persons whose names are subscribed to the within instrument on behalf of said Owner and acknowledged to me that said Owner executed the same.

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

CORPORATION

STATE OF IDAHO)
)ss.
County of Twin Falls)

On this ____ day of _____, 20____, before me, the undersigned, a Notary Public for Idaho, personally appeared _____, known or identified to me (or proved to me on the oath of _____) to be the president, or vice-president, or secretary or assistant secretary, of the corporation that executed the instrument or the person who executed the instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same.



Margo Williams
Notary Public for Idaho
Residing at Twin Falls, Idaho
Expires: 9-1-2018

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

Notary Public for Idaho
Residing at Twin Falls, Idaho

PARTNERSHIP

STATE OF IDAHO)
)ss.
County of Twin Falls)

On this ____ day of _____, 20____, before me, the undersigned, a Notary Public for Idaho, personally appeared _____, known or identified to me (or proved to me on the oath of _____) to be one of the partners in the partnership of _____, and the partner or one of the partners who subscribed said partnership name to the foregoing instrument, and acknowledged to me that he executed the same in said partnership name.

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

Notary Public for Idaho
Residing at Twin Falls, Idaho



Date: Monday, July 27, 2015
To: Honorable Mayor and City Council
From: Troy Vitek, Assistant City Engineer

Request:

Consideration of a request to approve a trust agreement for Wild Rose Estates Subdivision No. 4, placing all lots into trust.

Background:

The Wild Rose Estates Subdivision No. 4 is located on the north side of Falls Avenue East just east of 3300 East Rd. The final plat was approved on March 30, 2015 by the Council. The owners of the property wish to record the final plat at this time before development has been completed.

All lots of this subdivision are residential lots.

Budget Impact:

None

Conclusion:

Staff recommends that the Council accept the agreement and authorize the Mayor to sign.

Attachments:

1. Trust Agreement with Phase Control Notice
2. Location Map/Plat
3. Final Plat

TRUST AGREEMENT

This Trust Agreement (the "Agreement") is made and entered into this _____ day of July, 2015, by and between Gerald & Judith Martens, (hereinafter "Trustor"); *TITLEFACT, INC.*, (hereinafter "Trustee"); and the CITY OF TWIN FALLS, IDAHO (hereinafter "Beneficiary"), and is made with respect to the following facts and objectives:

WITNESSETH:

WHEREAS, Trustor is the owner of the real property described below (the "Property"); and

WHEREAS, it is the desire and intent of Trustor to arrange, by and through this Agreement, for the orderly development and sale of the Property, in a manner that is conducive to achieving full compliance with applicable rules and regulations of Twin Falls County, Idaho, and the City of Twin Falls, Idaho.

NOW THEREFORE, it is agreed between the parties hereto as follows:

1. That upon the execution of this Agreement by both parties, the Trustor agrees to execute and deliver to the Trustee a Warranty Deed, conveying to the Trustee, in Trust, to be held solely for the benefit of the Beneficiary, the Property, to-wit:

See Attached Exhibit "A"

2. The Trustor and the Trustee agree that the Trustee shall hold said title to the Property in trust, solely for the benefit of the Beneficiary under the terms hereof, and that title to the Property shall be and remain good and marketable and free from any defects, liens, conditions or encumbrances of any kind or nature, other than those appearing of record in the office of the Twin Falls County Recorder, and conditions of the Phase Control Development Notice for lots in WILD ROSE ESTATES SUBD. NO. 4 Subdivision, a copy of which is attached hereto as Exhibit "A," or those which are placed on the Property with the prior written consent of the Trustee. The Trustee shall not convey, transfer or encumber all or any interest in the Property, save and except to the extent as directed by the Trustor by written instrument delivered to the Trustee.
3. It is understood and agreed that the purpose of this Agreement is to provide Trustor with a convenient means of, subdividing, developing and selling the Property. It shall be the entire responsibility of the Trustor to effect such developing, subdividing and selling of the Property and to provide whatever subdivision plat it may desire and to pay all costs and expenses of said developing, subdividing and selling, and Trustee shall have no liability for any costs or expenses therefor or for any claim, damage, loss or liability sustained to the Property or Trustor or to any other person or persons in connection with said matter, save and except to the extent caused by Trustee's failure or refusal to comply with the terms and conditions of this Agreement.
4. The Trustor may, as it desires from time to time, sell all or any portion of the Property in its sole and complete discretion. The Trustee agrees that, when it is so instructed in writing by Trustor, Trustee shall execute and deliver to the person or persons designated by Trustor, a fiduciary deed conveying good and marketable title to the Property or any part thereof as designated, and at said time the Trustor agrees to pay to Trustee any reasonable costs and expenses incurred by the Trustee hereunder and to pay the normal and customary fee for the cost of an owner's title insurance policy to be issued by *TITLEFACT, INC.*

5. It is agreed that Trustee shall not be liable or responsible for the condition of title to the Property, except as may be provided in any title insurance policy issued by the Trustee, and Trustee shall have no liability concerning possession or survey or any taxes, costs or expenses in connection with the Property, other than as herein provided.
6. It is agreed that the term of this Agreement shall expire when all of the above described Lots have been conveyed by the Trustee pursuant to Trustor's written instructions.
7. It is agreed that this Trust Agreement may not be revoked or amended without the prior written approval of the Beneficiary. If Trustee is presented with written notice of Termination by both Trustor and Beneficiary, and Trustee receives Trustor's payment of all reasonable out-of-pocket costs and expenses incurred by Trustee in connection with this Agreement, if any, the Trustee shall immediately reconvey to Trustor the remaining part of the Property; and thereafter no party hereto shall have any further liability to the others in connection with the Property or under the terms of this Agreement.
8. Trustor agrees to indemnify and save harmless Trustee from any claims, demands, judgments, costs and expenses including reasonable attorney's fees and any other obligation or liability of any kind or nature that the Trustee may for any reason suffer, incur or expend by reason of this Trust Agreement or in the administration thereof, other than for or as a result of Trustee's misconduct, breach of this Agreement, or willful neglect.
9. This Agreement shall bind the parties hereto, their heirs, representatives, successors and assigns.

Date: 7.7.15

TRUSTOR:



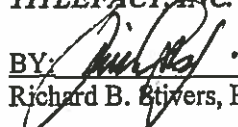
Gerald Martens


Judith Martens

Date: 7/7/15

TRUSTEE:

TITLEFACT, INC.

BY: 

Richard B. Stivers, President

Date: _____

BENEFICIARY:

CITY OF TWIN FALLS, IDAHO

BY: _____

STATE OF IDAHO
County of Twin Falls

On this 7th day of July, 2015, before me, the undersigned, Notary Public in and for said State, personally appeared **RICHARD B. STIVERS**, known or identified to me to be the President of the said corporation that executed this instrument, or the person who executed the instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year in this certificate first above written

Nancy Tellez
Notary Public for Idaho
Residing at: Jemine
My Commission expires: 12/01/2017



STATE OF IDAHO
County of Twin Falls

On this _____ day of July, 2015, before me, the undersigned, Notary Public in and for said State, personally appeared _____, known or identified to me to be the _____ for the City of Twin Falls, Idaho, and known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that _____ executed the same on behalf of the City of Twin Falls, Idaho.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year in this certificate first above written.

Notary Public for Idaho
Residing at:
My Commission expires:

STATE OF IDAHO
County of Twin Falls

On this 7th day of July, 2015, before me, a Notary Public in and for said State, personally appeared Gerald Martens and Judith Martens, known or identified to me to be the persons whose names are subscribed to the foregoing instrument and acknowledged to me that they executed the same.

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

Martha Tolman
Notary Public for Idaho
Residing at: Twin Falls
Commission expires: 10/17/18



"EXHIBIT A"

PHASE CONTROL DEVELOPMENT NOTICE

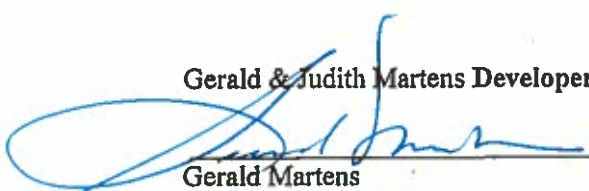
THIS NOTICE prohibits the conveyance of any undeveloped lot in WILD ROSE ESTATES SUBD. NO. 4 until such requirements are met as required by Twin Falls City Codes 10-12-2-4(G) and 10-12-4-3 and an Improvement Agreement for Developments between the City of Twin Falls and the Developer is recorded designating the lots and blocks in each phase which are approved for conveyance.

TITLEFACT, INC., will hold the deed to all undeveloped lots in Escrow with instructions to convey only those lots covered by the recorded Improvement Agreement for Developments.

The real property subject to this notice is WILD ROSE ESTATES SUBD. NO. 4 as platted in the records of Twin Falls County, Idaho.

Dated this 7TH day of July, 2015.

Gerald & Judith Martens Developer

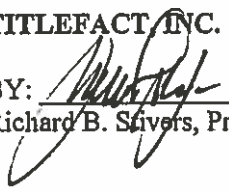


Gerald Martens



Judith Martens

TITLEFACT, INC.

BY: 
Richard B. Sivers, President

FOUND BRASS CAP
C.P. #631145



0 50 100 200
SCALE IN FEET

UNPLATTED

FALLS AVENUE EAST
N86°57'12"W 2636.58'

- NOTES:
- SEE SHEET 1 OF 4 FOR LINE AND CURVE TABLES.
 - SEE SURVEY INSTRUMENT #167669, #12401 AND PLAT #2006-013757 FOR SECTION BREAKDOWN.
 - LOT 6, BLOCK 5 AND LOTS 10 & 11, BLOCK 6 HAVE NO DIRECT ACCESS TO FALLS AVENUE EAST.
- EASEMENT:
① 15' WIDE EASEMENT FOR IRRIGATION, UTILITY AND DRAINAGE.

SURVEY REFERENCES:
#2006-013757
#2007-028719

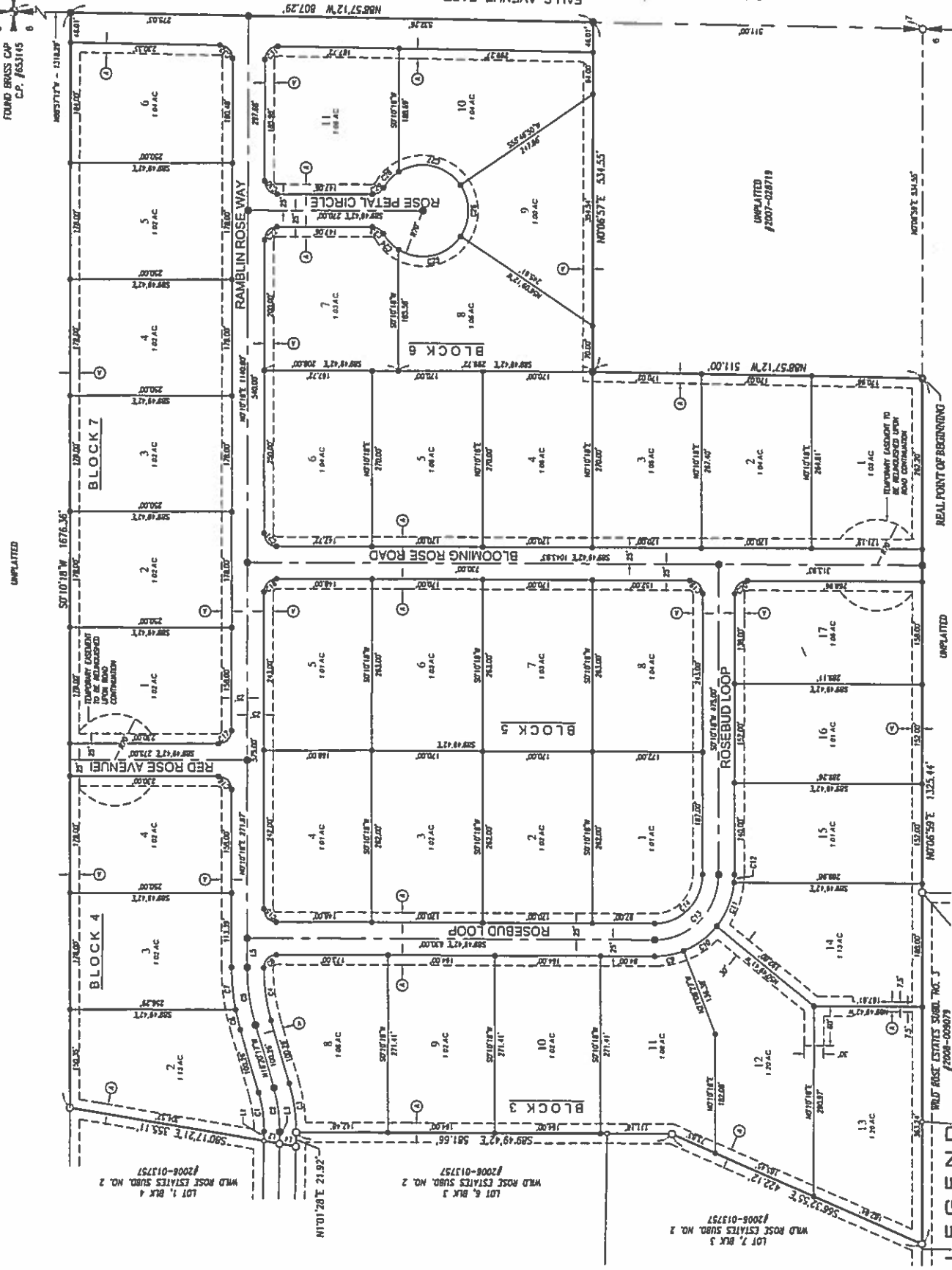


CP. #2007-021543
#1996-004775

3300 EAST ROAD
BASE BEARING -
SURVEY INST. #767669
N0°30'04"E 2642.96'

CP. #1992-016303
R. 18 E
R. 17 E

EHM Engineers, Inc.



LEGEND

•	SET 1/2" x 24" REBAR & CAP (LS 10110)
○	SET 5/8" x 30" REBAR & CAP (LS 10110)
○	FOUND 1/2" REBAR & CAP (LS 1000)
○	FOUND 5/8" REBAR & CAP (LS 1000)
○	FOUND BRASS CAP
○	FOUND 1/2" REBAR & CAP (LS 11576)
○	REPLACED WITH 5/8" x 30" REBAR & CAP (LS 10110)

---	PROPERTY BOUNDARY LINE
---	ROAD CENTER LINE
---	LOT LINE
---	EASEMENT LINE
---	SECTION LINE
---	QUARTER SECTION LINE



N 3339 E

N 3300 E

Falls Ave

806 ft

© 2015 Google

Google earth

1992

42°34'48.93" N 114°23'38.44" W elev 3797 ft eye alt 7366 ft



Monday July 27, 2015
To: City Council
From: Mayor Don Hall

Request:

Consideration of a request to confirm the reappointment of Samantha Kemp and Ryan Horsley to the Historic Preservation Commission.

Time Estimate:

The presentation will take approximately 3 minutes. Following the presentation, additional time may be necessary for questions.

Background:

Samantha Kemp recently completed a partial term on the Commission. Samantha was appointed in December of 2014 to finish serving a vacated three year term. Samantha is eligible for and has requested reappointment to the Commission. Samantha has had great attendance and has been a valuable contributor to the Commission.

Ryan Horsley recently completed his first full term on the Commission. Ryan was appointed in June 2012 to serve a three year term. Ryan is eligible for and has requested reappointment to the Commission. Ryan is a business owner in the Historic Warehouse District and his passion for historic preservation is a great asset to the Commission.

Approval Process:

City Code 2-7-3 says that Historic Preservation Commissioners are appointed by the Mayor and confirmed by the City Council.

Budget Impact:

None

Regulatory Impact:

Approval of this request will maintain full membership on the Historic Preservation Commission.

Conclusion:

I request that the Council confirm my reappointment of Samantha Kemp and Ryan Horsley to the Historic Preservation Commission.

Attachment:

None



Date: Monday, July 27, 2015, City Council Meeting

To: Honorable Mayor and City Council

From: Ron Clark, Fire Chief

Request:

Recognize recently promoted Firefighter David Owens to the rank of Driver/Operator, and Captain Mitchell Brooks II to the rank of Battalion Chief effective August 1, 2015.

Time Estimate:

Approximately 5 - 8 Minutes

Background:

Chief Clark would like to take this opportunity to welcome David Owens as our new Driver/Operator, and Mitchell Brooks II as our new Battalion Chief.

Approval Process:

None

Budget Impact:

None

Regulatory Impact:

None

Conclusion:

None

Attachments:

None



Date: Monday, July 27, 2015
To: Honorable Mayor and City Council
From: Staff Sergeant Dennis Pullin

Request:

Consideration of a request to provide an update to the City Council on the Rock Canyon Concert held on Saturday, July 25, 2015 and to request approval of future concerts.

Time Estimate:

While this is an update on the concert, approximately 10 minutes is needed, plus additional time for questions the council may have.

Background:

The Special Event application for the Rock Canyon Concert Series was presented to the Twin Falls City Council on Monday, June 22, 2015. At that time, with council approval of the Special Event Application, the Twin Falls City Council requested a report after each concert to determine if any changes needed to be made for the event, and to make a decision to continue with the concert series.

The first concert is scheduled for Saturday, July 25th, 2015. The band performing will be 'Great White'. With the concert occurring a few days prior to the July 27th council meeting, and in order to provide the City Council with an update as soon as possible, I would like to present the outcome and details of the first concert.

Approval Process:

N/A

Budget Impact:

There will be no budget impact to the City of Twin Falls.

Regulatory Impact:

N/A

Conclusion:

The Twin Falls City Council is asked to determine if future concerts will be granted for the Rock Canyon Concert Series.

Attachments:

N/A



Date: July 27, 2015
To: Honorable Mayor and City Council
From: Nancy Taylor, Historic Preservation Commission Chair

Request:

Consideration of a request to approve and authorize the Mayor to sign a Memorandum of Agreement regarding the 2015 Certified Local Government grant from the Idaho State Historical Society.

Time Estimate:

The Historic Preservation Commission Chairman presentation may take up to ten (10) Minutes.

Background:

Each year the Historic Preservation Commission (HPC) has submitted a Certified Local Government (CLG) grant application for historic preservation activities. The HPC is applying for a \$6,000 grant for the fiscal year 2015. The Idaho State Historical Society requires that the Mayor sign the Memorandum of Agreement. For 2015 the proposed application is to hire a consultant to assist the Historic Preservation Commission in developing design guidelines for the Historic Downtown District.

The (HPC) Five-Year Plan includes a desire to codify a Historic Downtown District. The guidelines will be used when this district becomes a codified overlay district when or if the City codifies a Downtown District. Currently, this district is listed on the National Register of Historic Places but not in the local zoning code as an overlay district. The requested grant funding for this project is \$6,000.

Approval Process:

Request is to authorize the Mayor to sign the Memorandum of Agreement.

Budget Impact:

Approval of this request is required for the City to receive the 2015 CLG grant funds in the amount of \$6,000. The HPC was awarded a \$6,000.00 grant that has to be matched by 50%. In the past the HPC has used their time and staff's time to make the match. The HPC is planning on using time as the match again this year.

Regulatory Impact:

Approval of this request will allow the HPC to proceed with the development of the Historic Downtown District Design Guidelines.

Conclusion:

The Historic Preservation Commission recommends that the Council approve and authorize the Mayor to sign the 2015 CLG Memorandum of Agreement.

Attachments:

1. 2015 CLG Memorandum of Agreement

MEMORANDUM OF AGREEMENT

THIS MEMORANDUM OF AGREEMENT (“Agreement”) is entered into by the State Historic Preservation Office (“SHPO”), a division of the Idaho State Historical Society, and **City of Twin Falls** (“Grantee”), effective as of the date of final signature (“Effective Date”) and relates to a project to be undertaken by the Grantee, with financial assistance from a National Park Service matching grant in aid program supporting the National Register of Historic Places program in Idaho, administered in Idaho by SHPO. The National Register of Historic Places program was established by the National Historic Preservation Act of 1966, as amended, and is administered by the National Park Service, U.S. Department of the Interior.

The SHPO and the Grantee agree as follows:

1. Application, Project Description and Budget

Grantee submitted an application for **Historic Design Guidelines** (“Project”) for FY15. SHPO will provide a matching grant in aid from the National Park Service to assist Grantee with a portion of costs related to the Project. Grantee hereby agrees to carry out the Project work as described in Attachment A (“Project Description”) within the budget set forth in Attachment B (“Budget”). All funds provided by SHPO for this Project shall be federal funds from the National Park Service. No state funds shall be used under this Agreement.

2. Period of Performance

Work under this Project shall commence after the Effective Date and be completed no later than 30 September 2015.

3. Publications.

A draft of any publication prepared by Grantee as part of this Project shall be submitted to SHPO at least 30 days before the Project completion date for review and approval. All publications and public information materials, including audio visual and workshop materials, when applicable, must contain acknowledgment of National Park Service support and the nondiscrimination statement as identified in NPS-49, and the CLG Grants Handbook, available at: <http://www.history.idaho.gov/sites/default/files/uploads/clggrantsmanual.pdf>.

4. Allowable Costs

Allowable Project costs are for items described in Attachment A and are included within the Budget set forth on Attachment B. Allowable Project costs must be documented to the satisfaction of SHPO and determined by SHPO to:

- a. meet federal requirements for the Project;
- b. be necessary and reasonable for the completion of Project;
- c. have been incurred for Project during the period of the grant; and
- d. meet the obligations outlined in Attachment A.

If the Project involves the acquisition or development of a National Register listed property:

- a. A Preservation Agreement or Covenant shall be executed prior to or concurrent with disbursement of grant funds. The active period for the Agreement is based on the amount of federal funds involved and is defined in Chapter 5, Section B.12 and Chapter 6, Section E.8.f.12 of NPS-49.

- b. A Project sign acknowledging National Park Service assistance shall be erected at the Project site during the Project's term, or Grantee shall obtain, and provide SHPO with a written National Park Service waiver of this requirement.

- c. For a development Project, the architectural plans and specifications must be approved by SHPO as being in conformance with the "Secretary of the Interior's Standards for the Treatment of Historic Properties."

- d. A current appraisal by an appraiser meeting the professional qualifications in Chapter 6 of NPS-49 shall be obtained prior to the acquisition of real property.

- e. A statement of Just Compensation shall be obtained from the seller of the property prior to the acquisition of real property with National Park Service grant assistance or matching share.

5. Project Payment.

Grantee agrees to contribute cash or donated services to the Project in the minimum total of **\$6,000**, or to pay for 50% of eligible Project costs, whichever is less. Upon SHPO's verification of successful completion of the Project by Grantee, SHPO shall pay Grantee **\$6,000** in matching

federal funds, as outlined in the Budget, subject to SHPO's receipt of the funds from the National Park Service. Grantee may bill SHPO after the completion and acceptance by SHPO of each completed activity described in Attachment A. All bills submitted must include supporting fiscal documentation detailing the federal and non-federal share of Project costs. Grantee shall submit three copies of all reimbursement requests. Reimbursements will be made by SHPO for expended funds only. Grantee's final bill shall include a comparison of completed activities and budget to those in the approved Budget. Grantee agrees to maintain all financial and administrative documents and records pertaining to the full life-cycle of the grant for a period of not less than three (3) years after completion of the Project.

6. Procurement of Personnel and Services

Grantee shall comply with Office of Management and Budget Circular A-102 when soliciting supplies, equipment and other services. At a minimum, all procurement transactions, regardless of whether by sealed bids or by negotiation, and without regard to dollar value, shall be consistent with OMB Circular A-102. Procurement procedures shall not restrict or eliminate competition. Written selection procedures shall provide, at a minimum, the following procedural requirements:

- a. Incorporate a clear and accurate description of the technical requirements for the material, product, or service to be procured. Such description shall not, in competitive procurements, contain features which unduly restrict competition. The description may include a statement of the qualitative nature of the material, product, or service to be procured. When necessary, descriptions shall set forth those minimum essential characteristics and standards necessary to satisfy its intended use. Detailed product specifications should be avoided, if possible. When a clear and accurate description of the technical requirements is impractical or uneconomical, a "brand name or equal" description may be used as a means to define the performance or other salient requirements of a procurement. The specific features of the named brand which must be met shall be clearly stated.
- b. Clearly set forth all requirements which must be fulfilled and all other factors to be used in evaluating bids or proposals, such as a deadline for completion of the Project.
- c. Contract awards shall be made only to responsible contractors that possess the

potential ability to perform successfully under the terms and conditions of the proposed procurement. Consideration shall be given to such matters as contractor integrity, compliance with public policy, record of past performance, and financial and technical resources.

d. Contract awards shall not normally be made to a contractor or professional who has developed or has drafted bid specifications, requirements, a statement of work, an invitation for bids, and/or a request for proposals for a particular procurement. If formal advertising does not result in any acceptable bids, Grantee or subgrantee may negotiate with any available contractor, including the contractor who produced the bid requirements.

Procurement shall be made by one of the following methods: (1) small purchase procedures; (2) competitive sealed bids (formal advertising); (3) competitive negotiation; (4) noncompetitive negotiation. Evidence of competitive negotiation for professional services and/or formal advertising must be forwarded to SHPO to evidence compliance with federal procurement requirements prior to disbursement of funds.

7. Project Supervision

Grantee agrees to ensure that work performed related to the Project conforms to the Attachment A, and to the Secretary of the Interior's Standards and Guidelines for Archeology and Historic Preservation, located at http://www.cr.nps.gov/local-law/arch_stnds_0.htm.

8. Interim Reports and Requests for Reimbursement

Grantee shall submit to SHPO interim fiscal and programmatic reports in compliance with the schedule set forth in Attachment A. Fiscal and programmatic reports are also required on September 10, if the grant crosses the federal fiscal year. Reimbursement requests can be made for federal funds at the completion of the Project. Fifteen days after the completion of the Project, 100% of the federal grant award must be requested. Grantee shall contact SHPO immediately in writing if any situation arises that will affect the timely or successful completion of this Project.

9. Indemnification

Grantee shall indemnify, defend and save harmless the State of Idaho, SHPO, and the Idaho State Historical Society, its officers, agents and employees from and against all liability, claims, damages, losses, expenses, actions and suits whatsoever, including injury or death of

others or any employee of the contractor or subcontractor caused by or arising out of performance, act or omission of any term of this Agreement.

10. Amendment.

This Agreement shall not be amended without the parties' prior written agreement. Any major alteration, increases, or decreases in the Project or any changes to the Budget must be submitted in writing for review and approval to SHPO at least 30 days in advance of the proposed Project commencement date and in accordance with the requirements detailed in the Idaho Certified Local Government Grants Manual, available at: www.history.idaho.gov/sites/default/files/uploads/clggrantsmanual.pdf. SHPO will endeavor to respond to requests for review and approval in writing within 15 days of receipt.

10. Attachments.

All attachments referenced herein and attached hereto are incorporated into the terms of this Agreement.

11. Termination.

This Agreement may be terminated by either party upon fifteen (15) days prior written notice. Should this Agreement be terminated by SHPO, except for reasons of non-compliance by Grantee, SHPO will reimburse Grantee for up to 100% of the eligible costs incurred up to the termination date. Should this Agreement be terminated by Grantee, SHPO, at its sole and absolute discretion, may reimburse Grantee for up to 100% of the eligible costs incurred prior to the termination date, or may require Grantee to return any or all federal funds transferred to Grantee prior to the termination date, depending upon the circumstances of the termination.

IDAHO STATE HISTORICAL SOCIETY:

Janet Gallimore
Executive Director, Idaho State Historical Society
Idaho State Historic Preservation Officer

Date

GRANTEE: City of Twin Falls

Name: _____

Title: _____

Date



Monday July 27, 2015
To: City Council
From: Mitchel Humble, Deputy City Manager

Request:

Consideration of a request to approve an addendum to the September 2007 land exchange agreement between the City and the Twin Falls School District.

Time Estimate:

The staff presentation will take about five minutes. Following the presentation, additional time will be necessary for questions and discussion.

Background:

In September 2007, the City entered into an agreement with the Twin Falls School District regarding the construction of Canyon Ridge High School. In the agreement, the City waived \$173,854 in permit fees and waived some development requirements. In return, the District agreed to dedicate about 14.4 acres of land to the City in three different locations. Since the execution of the agreement, the District has dedicated two of the three parcels to the City totaling 3.4 acres. The District is still obligated to dedicate 11 acres of land worth \$137,500 to the City. However, The District recently sold the property that included the 11 acre obligation in order to raise funds to help with the proposed new middle school site acquisition. We have agreed to work with the District to find an acceptable alternative location for this obligated land dedication to the City.

As an alternative land dedication location, the City approached the district about possibly acquiring five additional acres adjacent to the Sunway Soccer Complex to make up for the five acres removed from the Complex to accommodate the First Federal Park. The District agreed to that request. Since the per acre value of the property adjacent to the Complex (\$17,500) is higher than the per acre value of the land included in the 2007 agreement (\$12,500), five acres of dedication in that location will satisfy \$87,500 of the District's \$137,500 obligation.

District and City staff believe that it is best at this point to formalize these recent developments in an addendum to the September 2007 agreement. The City Attorney prepared the attached addendum. It has been reviewed by both City and District Staff. Staff recommends that the City Council approve the addendum as presented.

Approval Process:

Approval of this request requires a majority vote of the Council.

Budget Impact:

Per the September 2007 agreement, the School District owes the City \$137,500 worth of land as a park dedication. With this agreement, the City will accept 5 acres of park dedication at a value of \$87,500, leaving the School District with an obligation to dedicate an additional \$50,000 of park land in the future.

Regulatory Impact:

Approval of this request will formalize the plan to accept an additional five acres of park dedication to the City at the Sunway Soccer Complex.

Conclusion:

Staff recommends that the Council approve and authorize to Mayor to execute the attached agreement addendum.

Attachment:

1. Request letter from Dr. Wiley Dobbs
2. Proposed "Addendum to Agreement"
3. September 2007 land exchange agreement
4. Exhibit showing the additional five acre park land dedication



Twin Falls School District #411
201 Main Ave. W
Twin Falls, ID 83301

P 208.733.6900
F 208.733.6987
www.tfsd.org

WILEY J. DOBBS, PH.D. SUPERINTENDENT OF SCHOOLS

May 14, 2015

Mayor Don Hall
Twin Falls City Council
321 Second Avenue East
PO Box 1907
Twin Falls, ID 83303-1907

Dear Mayor:

On behalf of the TFSD #411 Board of Trustees, the purpose of this letter is formalize and update the park land dedication commitment the TFSD made to the City of Twin Falls when Canyon Ridge High School was constructed in 2007.

Per that agreement, the TFSD agreed to provide the City 11.0 +/- Acres on the south side of town for a park. The value of this dedication was \$12,500/acre or \$137,500.

Last summer, the Twin Falls City Council agreed to waive the building permit fees related to the five school projects and in exchange for this consideration, the TFSD agreed to transfer ownership of the leased Sunway Soccer Complex property to the City.

Last fall, the City requested the TFSD fulfill a portion of this park land dedication by adding 5 acres of property adjacent to the Sunway Soccer Complex to the total property being transferred.

The TFSD just completed an auction of the remaining 36.68 acres of land south of these 5 acres at a price of \$17,500/acre. Using this as our value for the land, the TFSD request the City agree to apply this value for the 5 acres using the \$87,500 (5 acres at \$17,500 per acre) towards the \$137,500 commitment leaving a park land value of \$50,000 remaining to be provided to the city at some mutually agreed time in the future.

Thank you for taking the time to consider this request. If you have any questions or require additional information, please call me.

Sincerely,

Dr. Wiley Dobbs,
Superintendent of Schools

Wiley J. Dobbs, Ph.D.
Superintendent of Schools

ADDENDUM TO AGREEMENT

This Addendum, made and entered into this ____ day of July, 2015, by and between the City of Twin Falls, Idaho, hereinafter referred to as "City", and Twin Falls School District No. 411, hereinafter referred to as "School District".

WHEREAS, the parties hereto entered into an Agreement dated September 24, 2007 (Exhibit A), setting forth the terms and conditions relating to development of School District property; and,

WHEREAS, School District agreed to transfer 11.0 acres +/- to the City on the south side of the City for development of a park, with a value of \$12,500/acre or a total of \$137,500; and,

WHEREAS, In 2014 the City agreed to waive building permit fees related to the construction of five school projects in exchange for transfer of ownership of the Sunway Soccer Complex to the City; and,

WHEREAS, In the fall of 2014 the City requested transfer of an additional five (5) acres adjacent to the Sunway Soccer Complex (Exhibit B), in partial fulfillment of the original 11.0 acres pledged in the original Agreement; and,

WHEREAS, The School District auction for the sale of 36.68 acres adjacent to the Sunway Soccer Complex resulted in a sale price of \$17,500/acre; and,

WHEREAS, The School District has requested the City to apply the \$17,500/acre auction price towards the 2007 commitment of land valued at \$137,500, with a remaining commitment of future park land valued at \$50,000 to fulfill the 2007 Agreement.

NOW, THEREFORE, the parties agree as follows:

Paragraph 4 of the School District's commitments contained in the September 29, 2007 Agreement is amended as follows:

"4. School District shall convey to the City five (5) acres of land adjacent to the Sunway Soccer Complex, as shown on the attached exhibit, and in the future shall convey to the City an additional parcel of land with a value of \$50,000. The size, location and time of transfer of the future park land shall be mutually agreed upon by the parties."

IN WITNESS WHEREOF, The parties have hereunto subscribed their names to this agreement the day and year first above written.

CITY OF TWIN FALLS

Mayor

TWIN FALLS SCHOOL DISTRICT NO. 411

Chairman

COPY

AGREEMENT

THIS AGREEMENT is made and entered into this 24th day of September, 2007, by and between the CITY OF TWIN FALLS, IDAHO, hereinafter called "City" and TWIN FALLS SCHOOL DISTRICT NO. 411, hereinafter called "School District",

WITNESSETH:

WHEREAS, School District owns certain real property located west of Washington Street North between Cheney Drive and North College Road, currently being planned and developed as Riverhawk Subdivision, for construction of a new high school and related facilities ("High School"), as well as lots to be sold for commercial and residential development ("Riverhawk Subdivision"); and,

WHEREAS, Development of Riverhawk Subdivision will require construction of adjoining and included streets and public infrastructure, as specified in the Twin Falls City Code and development policies ("Twin Falls City Code"); and,

WHEREAS, Construction of the High School will require building, plumbing, electrical, and mechanical permits, as well as capacity fees for connection to public water and sewer; and,

WHEREAS, School District owns certain real property located on Hankins Road known as the Sackett Farm ("Sackett Property"); and,

WHEREAS, School District owns certain real property located east of Blue Lakes Boulevard South at 3600 North Road ("Colton Farm Property"); and,

WHEREAS, City needs additional real property in the southern area of the city for development of a future park; and,

WHEREAS, School District will require additional permits related to planned construction projects at many of its schools across the City, and the parties desire to exchange permit fees for additional land, to be documented in future agreements or addenda to this Agreement.

NOW, THEREFORE, In consideration of the mutual promises contained herein, the parties agree as follows:

The City agrees:

1. To waive the payment of all building permit fees necessary for development of Riverhawk Subdivision and/or the High School, including, but not limited to building permit (\$64,000), plan review (\$41,600), plumbing (\$14,730), electrical (\$18,000), mechanical (\$14,730), and sewer capacity (\$20,794) fees. The total fees to be waived are \$173, 854.
2. To waive
 - a) all requirement for the reconstruction of the existing portion of North College Road from Sparks to the westerly boundary of Riverhawk Subdivision adjoining Riverhawk Subdivision;
 - b) all requirement for the construction of curb, gutter, sidewalk and street construction along Washington Street North adjacent to the Riverhawk Subdivision;
 - c) all requirement for the construction of street, curb and gutter along Cheney Drive adjacent to Riverhawk Subdivision;
 - d) payment by the School District of its share of the cost of the traffic signal at the intersection of North College Road and Washington Street North;

Provided, however, that the School District will, however, be required to construct all other

AGREEMENT: 1.

C-3724

adjoining public street infrastructure, including curb, gutter, sidewalk, additional street width to conform to City street standards, and transition the street surface from the new construction to the existing street adjoining Riverhawk Subdivision.

3. To waive the Twin Falls City Code requirement of the conveyance of approximately 56.14 shares of TFCC water for irrigation use at the High School which are appurtenant to Riverhawk Subdivision.

The School District agrees:

1. To convey to the City approximately 1.37 acres identified as Lot 3, Block 1, Riverhawk Subdivision, located on the east side of Park View Drive.
2. To construct the easterly half of the street, curb, gutter and sidewalk on Park View Drive adjacent to Lot 3, Block 1, Riverhawk Subdivision.
3. To convey to the City approximately 2.0 acres of the Sackett Property at a location on the property to be mutually agreed upon by the parties, for the development of a City pressurized irrigation station and/or water storage tank,
4. To convey to the City approximately 11.0 acres of the Colton Farm Property at a location on the property to be mutually agreed upon by the parties, for development of a City park.
5. To deliver approximately 56.14 shares of TFCC water to the pressure irrigation station to be constructed by the City and to share maintenance of the facility with the City, proportionally by water shares delivered to the pumping station.

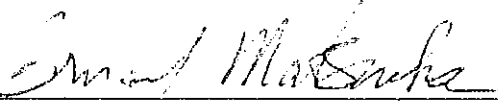
A Summary of the consideration for this agreement is set forth below:

City will provide the following to the District	
1. Waiver of Building Permit Fees	\$173,854
2. Waiver of Rebuilding North College Road	\$70,000
3. Waiver of Washington Street Improvements	\$100,000
4. Waiver of the District's Share of the Traffic Signal at Washington & North College	\$100,000
Total =	\$443,854 (+\$6,354)

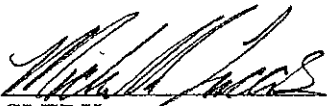
District will provide the following to the City	
1. 1.37 Acres East of Park View Drive - \$75,000/Acre	\$102,750
2. Construct easterly ½ of Park View Drive including Curb, Gutter & Sidewalk Along Property to be Transferred to the City (1.37± acres) at Cheney & Park View Dr.	\$77,250
3. 2± Acres on Hankins Road - \$60,000/Acre	\$120,000
4. 11.0± Acres on the south side of town for a park - \$12,500/acre	\$137,500
Total =	\$437,500 (-\$6,354)

AGREEMENT: 2.

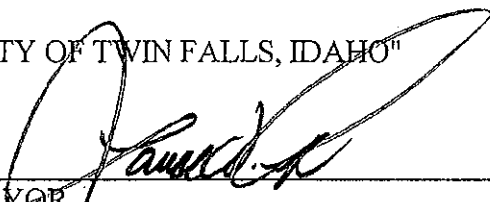
"TWIN FALLS SCHOOL DISTRICT NO. 411"

By 
CHAIRMAN OF THE BOARD OF TRUSTEES

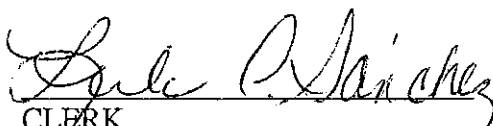
ATTEST:

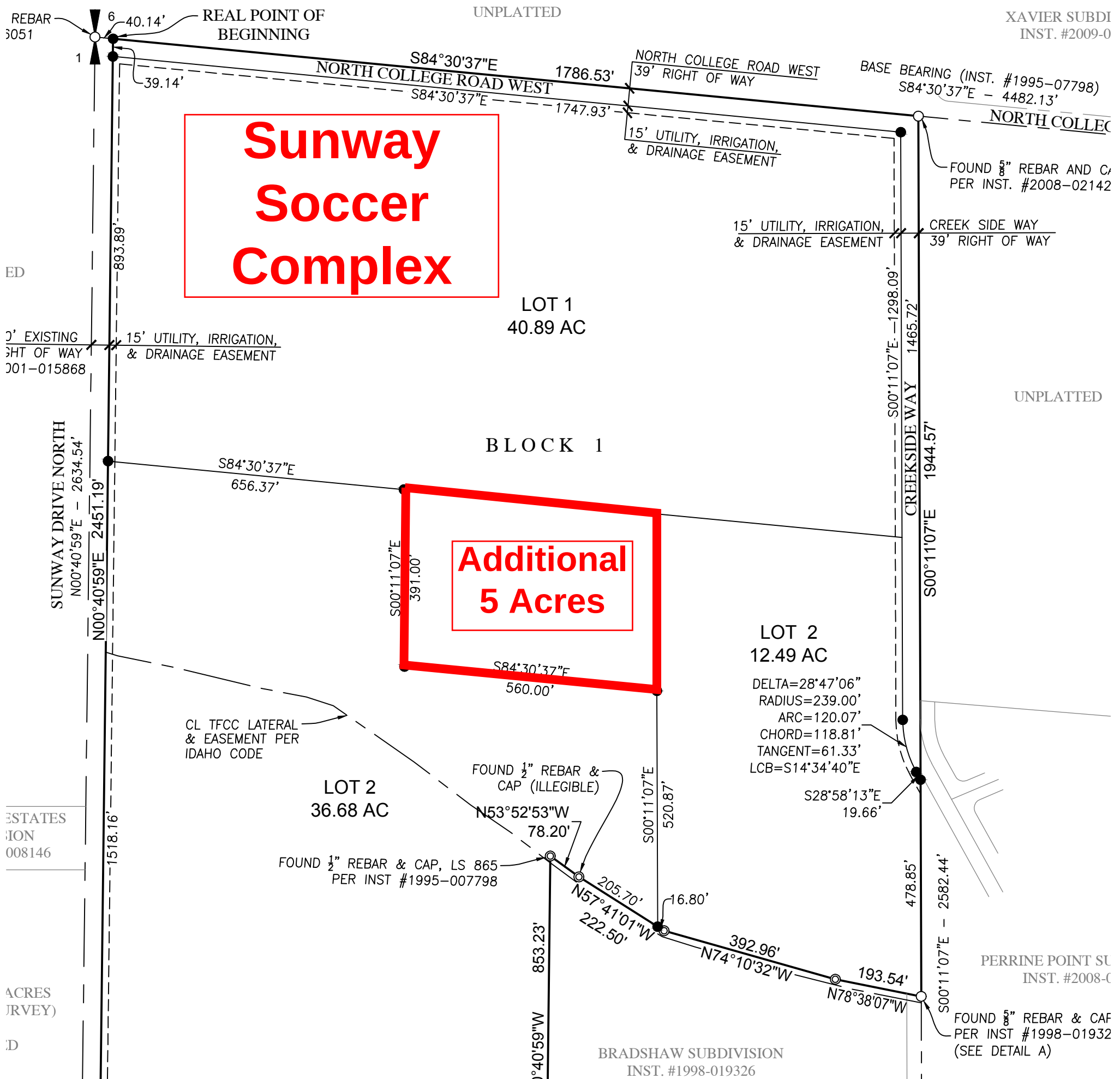

CLERK

"CITY OF TWIN FALLS, IDAHO"

By 
MAYOR

ATTEST:


CLERK





July 27th, 2015 City Council Meeting

To: Honorable Mayor and City Council

From: Bill Carberry, Airport Manager

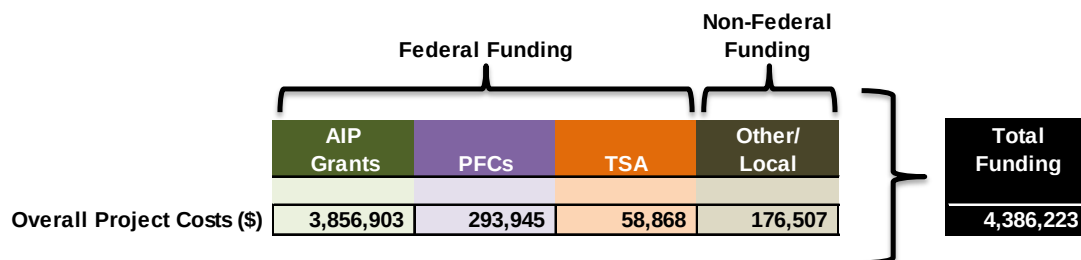
Request: Consideration of FAA Grant Offer AIP 37, Terminal Modification Project, in the Amount of \$1,665,056.

Time Estimate: 5 minutes with additional time for questions.

Background: This grant offer is the first of 3 from the FAA that we will utilize to cover the costs of the construction contract with Petersen Brothers. The Airport already received a grant in 2014 for the Architectural/Engineering services. The funding from this grant will enable the contractor to pre-order some construction supplies and commence groundbreaking in March of 2016. The next grant offer, in the amount of \$1,000,000, is scheduled for next spring, with the final grant for \$815,000 scheduled for September 2016; project completion is scheduled for February of 2017.

Budget Impact:

The cost/funding model for the project, to include all architectural/engineering and construction is covered in detail in the attached funding plan. This illustration summarizes the project's funding sources and amounts **(96% of the project cost will be federally funded):**



Regulatory Impact: The grant offer will be subject to the standard assurances associated with FAA grant projects. The City Attorney has reviewed the grant offer.

Conclusion: Staff recommends the Council approve acceptance of the FAA AIP 37 Grant Offer in the amount of \$1,665,056.00 and authorize the Mayor to sign the grant offer.

Attachment: FAA Grant Offer AIP 37



U. S. Department
Of Transportation

**Federal Aviation
Administration**

Helena Airports District Office
2725 Skyway Drive, Suite 2
Helena, Montana 59602

Phone: (406) 449-5271
Fax: (406) 449-5274

July 6, 2015

The Honorable Don Hall, Mayor
City of Twin Falls
321 2nd Ave. E.
PO Box 1907
Twin Falls, ID 83301

Grant Offer, AIP Project No. 3-16-0036-037-2015
Contract No. DOT-FA15NM-2027
DUNs No. 156164758
Joslin Field-Magic Valley Regional Airport
Twin Falls, ID

Dear Mayor Hall:

We are enclosing three (3) copies of the Grant Offer for Airport Improvement Program (AIP) Project No. 3-16-0036-037-2015 at Joslin Field-Magic Valley Regional Airport, Twin Falls, Idaho. This letter outlines expectations for success. Please read the conditions and assurances carefully.

To properly enter into this agreement, you must do the following:

- The designated sponsor's representative must execute the grant, followed by your attorney's certification, by **August 7, 2015**, in order for the grant to be valid. The attorney's signature date must be on or after the sponsor's signature date.
If the sponsor's representative is other than the legal signatory for the governing body, then the governing body must provide the Airports District Office with a letter on official letterhead signed by the legal signatory of the organization, or a resolution authorizing the individual to execute the grant.
- No change may be made by you or your representative to the Grant Offer.
- We ask that you return one executed copy of the Grant Offer in the enclosed envelope. Please keep one (1) executed copy of the grant for your records.

Subject to the requirements in 49 CFR § 18.21, each payment request for reimbursement under this grant must be made electronically via the Delphi eInvoicing System. Please see the attached Grant Agreement for more information regarding the use of this System.

Please note Grant Condition No. 4 requires you to complete the project without undue delay. We will be paying close attention to your progress to ensure proper stewardship of these Federal funds. **You are expected to submit payment requests for reimbursement of allowable incurred project expenses in accordance with project progress.** Should you fail to make draws on a regular basis, your grant may be placed in "inactive" status which will impact future grant offers.

Until the grant is completed and closed, you are responsible for submitting formal reports as follows:

- A signed/dated SF-270 (non-construction projects) or SF-271 or equivalent (construction projects) and SF-425 annually, due 90 days after the end of each federal fiscal year in which this grant is open (due December 31 of each year this grant is open); and
- Quarterly Performance Reports are due within 30 days from the end of every quarter.

Once the project(s) is completed and all costs are determined, we ask that you close the project without delay and submit the final closeout report documentation as required by your Airports District Office.

A copy of a "**Single Audit Certification Form**" is also enclosed. Please complete and return a copy to this office with the executed Grant Agreement. Please make a copy for your files.

The Single Audit Act of 1984 established audit requirements for non-Federal entities that receive Federal aid. On December 26, 2014, the implementing document, OMB Circular A-133 (Audits of States, Local Governments, and Non-Profit Organizations) was superseded by 2 CFR Part 200 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards). If your current fiscal year began before December 26, 2014, then OMB Circular A-133 is still applicable. If your fiscal year begins on or after January 1, 2015, then 2 CFR Part 200 applies.

Under OMB A-133, State or local governments (City, County, Airport Authority, Airport Board) that expend \$500,000 or more a year (calendar or fiscal) in **total** Federal financial assistance must conduct an audit and submit it to the Federal Audit Clearinghouse. If the single audit is required under 2 CFR Part 200, then the total Federal financial assistance expenditure limit is \$750,000 or more. For more information on the Single Audit Act requirements please reference the following web site: <http://harvester.census.gov/sac/>

Steve Engebrecht is the assigned program manager for this grant and is available to assist you with the requirements stated herein. We sincerely value your cooperation in these efforts and look forward to working with you to complete this important project. If you have any questions regarding the Grant Offer or the Single Audit Certification Form please contact this office at (406) 449-5271.

Sincerely,


David S. Stelling, Manager
Helena Airports District Office

IDENTICAL LETTER SENT TO:

The Honorable George Urie, Chairman
Twin Falls County Commission
630 Addison Ave. W
PO Box 126
Twin Falls, Idaho 83303

Enclosures (5)

cc: Via e-mail
Bill Carberry, Manager, Joslin Field-Magic Valley Regional Airport
Marty Gergen, Riedesel Engineering, Twin Falls, Idaho
Melissa Kaplan, Idaho Transportation Department – Division of Aeronautics
Bill Statham, Idaho Transportation Department – Division of Aeronautics



Single Audit Certification Form

The Single Audit Act of 1984 established audit requirements for non-Federal entities that receive Federal aid. On December 26, 2014, the implementing document, OMB Circular A-133 (Audits of States, Local Governments, and Non-Profit Organizations) was superseded by 2 CFR Part 200 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards). If your current fiscal year began before December 26, 2014, then OMB Circular A-133 is still applicable. If your fiscal year begins on or after January 1, 2015, then 2 CFR Part 200 applies.

Under OMB A-133, State or local governments (City, County, Airport Authority, Airport Board) that expend \$500,000 or more a year (calendar or fiscal) in **total** Federal financial assistance must conduct an audit and submit it to the Federal Audit Clearinghouse. If the single audit is required under 2 CFR Part 200, then the total Federal financial assistance expenditure limit is \$750,000 or more. For more information on the Single Audit Act requirements please reference the following web site: <http://harvester.census.gov/sac/>

This notice is our request for a copy of your most recent audit, whether or not there are any significant findings. In accordance with your Airport Improvement Program (AIP) grant agreement, you must also provide that information to your local Airports District Office (ADO). Please fill out the information below by checking the appropriate line(s), sign, date, and return this form to the FAA local ADO identified at the bottom of the form.

Airport Sponsor Information:

_____ Sponsor Name	_____ Fiscal/Calendar Year Ending
_____ Airport Name	
_____ Sponsor's Representative Name	_____ Representative's Title
_____ Telephone	_____ Email

Please check the appropriate line(s):

- ☐ We are subject to the Single Audit requirements and are taking the following action:
- ☐ The Single Audit for this fiscal/calendar year has been submitted to the FAA.
 - ☐ The Single Audit for this fiscal/calendar year is attached.
 - ☐ The Single Audit report will be submitted to the FAA as soon as this audit is available.
- ☐ We are exempt from the Single Audit requirements for the fiscal/calendar noted above.

Sponsor Certification:

_____ Signature	_____ Date
--------------------	---------------

Return to: FAA, Helena Airports District Office
2725 Skyway Drive, Suite 2
Helena, MT 59602



U.S. Department
of Transportation
Federal Aviation
Administration

GRANT AGREEMENT

PART I – OFFER

Date of Offer	July 6, 2015
Airport/Planning Area	Joslin Field-Magic Valley Regional
AIP Grant Number	3-16-0036-037-2015 (Contract No. DOT-FA15NM-2027)
DUNS Number	156164758
TO:	City of Twin Falls and County of Twin Falls, Idaho (herein called the "Sponsor". The word "Sponsor" in this Grant Agreement also applies to a Co-Sponsor.)
FROM:	The United States of America (acting through the Federal Aviation Administration, herein called the "FAA")

WHEREAS, the Sponsor has submitted to the FAA a Project Application dated **June 19, 2015**, for a grant of Federal funds for a project at or associated with the Joslin Field-Magic Valley Regional Airport, Twin Falls, Idaho, which is included as part of this Grant Agreement; and

WHEREAS, the FAA has approved a project for the Joslin Field-Magic Valley Regional Airport (herein called the "Project") consisting of the following:

Expand Terminal Building (phase II – construction)

which is more fully described in the Project Application.

NOW THEREFORE, According to the applicable provisions of the former Federal Aviation Act of 1958, as amended and recodified, 49 U.S.C. 40101, et seq., and the former Airport and Airway Improvement Act of 1982 (AAIA), as amended and recodified, 49 U.S.C. 47101, et seq., (herein the AAIA grant statute is referred to as "the Act"), the representations contained in the Project Application, and in consideration of (a) the Sponsor's adoption and ratification of the Grant Assurances dated April 3, 2014, and the Sponsor's acceptance of this Offer, and (b) the benefits to accrue to the United States and the public from the accomplishment of the Project and compliance with the Grant Assurances and conditions as herein provided,

THE FEDERAL AVIATION ADMINISTRATION, FOR AND ON BEHALF OF THE UNITED STATES, HEREBY OFFERS AND AGREES to pay 93.75 percent of the allowable costs incurred accomplishing the Project as the United States share of the Project.

This Offer is made on and **SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:**

CONDITIONS

1. **Maximum Obligation.** The maximum obligation of the United States payable under this Offer is **\$1,665,056.00.**

For the purposes of any future grant amendments which may increase the foregoing maximum obligation of the United States under the provisions of 49 U.S.C. § 47108(b), the following amounts are being specified for this purpose:

\$0 for planning

\$1,665,056.00 for airport development or noise program implementation

\$0 for land acquisition.

2. **Ineligible or Unallowable Costs.** The Sponsor must not include any costs in the project that the FAA has determined to be ineligible or unallowable.
3. **Determining the Final Federal Share of Costs.** The United States' share of allowable project costs will be made in accordance with the regulations, policies and procedures of the Secretary. Final determination of the United States' share will be based upon the final audit of the total amount of allowable project costs and settlement will be made for any upward or downward adjustments to the Federal share of costs.
4. **Completing the Project Without Delay and in Conformance with Requirements.** The Sponsor must carry out and complete the project without undue delays and in accordance with this agreement, and the regulations, policies and procedures of the Secretary. The Sponsor also agrees to comply with the assurances which are part of this agreement.
5. **Amendments or Withdrawals before Grant Acceptance.** The FAA reserves the right to amend or withdraw this offer at any time prior to its acceptance by the Sponsor.
6. **Offer Expiration Date.** This offer will expire and the United States will not be obligated to pay any part of the costs of the project unless this offer has been accepted by the Sponsor on or before **August 7, 2015**, or such subsequent date as may be prescribed in writing by the FAA.
7. **Improper Use of Federal Funds.** The Sponsor must take all steps, including litigation if necessary, to recover Federal funds spent fraudulently, wastefully, or in violation of Federal antitrust statutes, or misused in any other manner in any project upon which Federal funds have been expended. For the purposes of this grant agreement, the term "Federal funds" means funds however used or dispersed by the Sponsor that were originally paid pursuant to this or any other Federal grant agreement. The Sponsor must obtain the approval of the Secretary as to any determination of the amount of the Federal share of such funds. The Sponsor must return the recovered Federal share, including funds recovered by settlement, order, or judgment, to the Secretary. The Sponsor must furnish to the Secretary, upon request, all documents and records pertaining to the determination of the amount of the Federal share or to any settlement, litigation, negotiation, or other efforts taken to recover such funds. All settlements or other final positions of the Sponsor, in court or otherwise, involving the recovery of such Federal share require advance approval by the Secretary.
8. **United States Not Liable for Damage or Injury.** The United States is not be responsible or liable for damage to property or injury to persons which may arise from, or be incident to, compliance with this grant agreement.
9. **System for Award Management (SAM) Registration And Universal Identifier.**
 - A. Requirement for System for Award Management (SAM): Unless the Sponsor is exempted from this requirement under 2 CFR 25.110, the Sponsor must maintain the currency of its information in the SAM until the Sponsor submits the final financial report required under this grant, or receives the final payment, whichever is later. This requires that the Sponsor review and update the information

at least annually after the initial registration and more frequently if required by changes in information or another award term. Additional information about registration procedures may be found at the SAM website (currently at <http://www.sam.gov>).

B. Requirement for Data Universal Numbering System (DUNS) Numbers

1. The Sponsor must notify potential subrecipient that it cannot receive a contract unless it has provided its DUNS number to the Sponsor. A subrecipient means a consultant, contractor, or other entity that enters into an agreement with the Sponsor to provide services or other work to further this project, and is accountable to the Sponsor for the use of the Federal funds provided by the agreement, which may be provided through any legal agreement, including a contract.
2. The Sponsor may not make an award to a subrecipient unless the subrecipient has provided its DUNS number to the Sponsor.
3. Data Universal Numbering System: DUNS number means the nine-digit number established and assigned by Dun and Bradstreet, Inc. (D & B) to uniquely identify business entities. A DUNS number may be obtained from D & B by telephone (currently 866-492-0280) or the Internet (currently at <http://fedgov.dnb.com/webform>).

10. Electronic Grant Payment(s). Unless otherwise directed by the FAA, the Sponsor must make each payment request under this agreement electronically via the Delphi Invoicing System for Department of Transportation (DOT) Financial Assistance Awardees.

11. Informal Letter Amendment of AIP Projects. If, during the life of the project, the FAA determines that the maximum grant obligation of the United States exceeds the expected needs of the Sponsor by \$25,000 or five percent (5%), whichever is greater, the FAA can issue a letter to the Sponsor unilaterally reducing the maximum obligation. The FAA can also issue a letter to the Sponsor increasing the maximum obligation if there is an overrun in the total actual eligible and allowable project costs to cover the amount of the overrun provided it will not exceed the statutory limitations for grant amendments. If the FAA determines that a change in the grant description is advantageous and in the best interests of the United States, the FAA can issue a letter to the Sponsor amending the grant description.

By issuing an Informal Letter Amendment, the FAA has changed the grant amount or grant description to the amount or description in the letter.

12. Air and Water Quality. The Sponsor is required to comply with all applicable air and water quality standards for all projects in this grant. If the Sponsor fails to comply with this requirement, the FAA may suspend, cancel, or terminate this grant.

13. Financial Reporting and Payment Requirements. The Sponsor will comply with all federal financial reporting requirements and payment requirements, including submittal of timely and accurate reports.

14. Buy American. Unless otherwise approved in advance by the FAA, the Sponsor will not acquire or permit any contractor or subcontractor to acquire any steel or manufactured products produced outside the United States to be used for any project for which funds are provided under this grant. The Sponsor will include a provision implementing Buy American in every contract.

15. Maximum Obligation Increase For Primary Airports. In accordance with 49 U.S.C. § 47108(b), as amended, the maximum obligation of the United States, as stated in Condition No. 1 of this Grant Offer:

- A. May not be increased for a planning project;
- B. May be increased by not more than 15 percent for development projects;
- C. May be increased by not more than 15 percent for land project.

16. Audits for Public Sponsors. The Sponsor must provide for a Single Audit in accordance with 2 CFR Part 200. The Sponsor must submit the Single Audit reporting package to the Federal Audit Clearinghouse on the Federal Audit Clearinghouse's Internet Data Entry System at <http://harvester.census.gov/facweb/>. The Sponsor must also provide one copy of the completed 2 CFR Part 200 audit to the Airports District Office.

17. Suspension or Debarment. The Sponsor must inform the FAA when the Sponsor suspends or debars a contractor, person, or entity.

18. Ban on Texting While Driving.

A. In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009, and DOT Order 3902.10, Text Messaging While Driving, December 30, 2009, the Sponsor is encouraged to:

1. Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving when performing any work for, or on behalf of, the Federal government, including work relating to a grant or subgrant.
2. Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as:
 - a. Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and
 - b. Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

B. The Sponsor must insert the substance of this clause on banning texting while driving in all subgrants, contracts and subcontracts.

19. Trafficking in Persons.

A. Prohibitions: The prohibitions against trafficking in persons (Prohibitions) that apply to any entity other than a State, local government, Indian tribe, or foreign public entity. This includes private Sponsors, public Sponsor employees, subrecipients of private or public Sponsors (private entity) are:

1. Engaging in severe forms of trafficking in persons during the period of time that the agreement is in effect;
2. Procuring a commercial sex act during the period of time that the agreement is in effect; or
3. Using forced labor in the performance of the agreement, including subcontracts or subagreements under the agreement.

B. In addition to all other remedies for noncompliance that are available to the FAA, Section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)), allows the FAA to unilaterally terminate this agreement, without penalty, if a private entity –

1. Is determined to have violated the Prohibitions; or
2. Has an employee who the FAA determines has violated the Prohibitions through conduct that is either:
 - a. Associated with performance under this agreement; or
 - b. Imputed to the Sponsor or subrecipient using 2 CFR part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," as implemented by the FAA at 49 CFR Part 29.

20. **Exhibit "A" Property Map.** The Exhibit "A" Property Map dated **August 2012**, is incorporated herein by reference or is submitted with the project application and made part of this grant agreement.

21. **Co-Sponsor.** The Co-Sponsors understand and agree that they jointly and severally adopt and ratify the representations and assurances contained therein and that the word "Sponsor" as used in the application and other assurances is deemed to include all co-sponsors.

22. **Building AIP Proration.** For purposes of computing the United States' share of the allowable project costs of the project, the allowable cost of the Expand Terminal Building (phase II – construction) included in the project must not exceed **94.02 percent** of the actual cost of the entire building.

23. **Protection of Runway Protection Zone.** The Sponsor agrees to take any and all steps necessary to ensure that the owner of the land within the designated Runway Protection Zone will not build any structure in the Runway Protection Zone that is an airport hazard or which might create glare or misleading lights or lead to the construction of residences, fuel handling and storage facilities, smoke generating activities, or places of public assembly, such as churches, schools, office buildings, shopping centers, and stadiums.

24. **Financial Reporting Requirements:** The Sponsor agrees to submit a **Federal Financial Report** (FAA Form SF-425) for all open grants to the Airports District Office within 90 days following the end of each Federal fiscal year and with each Final Project Closeout Report.

The Sponsor further agrees to submit an **Outlay Report and Request for Reimbursement** (FAA Form SF-271 for construction projects) or **Request for Advance or Reimbursement** (FAA Form SF-270 for non-construction projects) to the Airports District Office within 90 days following the end of each Federal fiscal year and with each Final Project Closeout Report.

25. **Final Payment:** The Sponsor understands and agrees that in accordance with 49 USC 47111, no payments totaling more than 90 percent of United States Government's share of the project's estimated allowable cost may be made before the project is determined to be satisfactorily completed.

If the project is determined to be satisfactorily complete and proper documentation is submitted by the Sponsor to the Airports District Office (ADO), then the ADO may approve payments up to 97.5 percent of United States Government's share of the project's estimated allowable cost. "Satisfactorily complete" means the following: (1) The project results in a complete, usable unit of work as defined in the grant agreement; and (2) The sponsor submits necessary documents showing that the project is substantially complete per the contract requirements, or has a plan (that FAA agrees with) that addresses all elements contained on the punch list.

26. Sponsor Performance Report:

A. **For non-construction projects** – the Sponsor understands and agrees that in accordance with 49 CFR 18.40 the Sponsor shall submit a Quarterly Performance Report to the Airports District Office (ADO) within 30 calendar days from the end of the quarter, beginning in the quarter in which the project begins, and for each following quarter until the project is substantially complete. If a major project or schedule change occurs between Quarterly Performance Reports, the sponsor must submit an out of cycle performance report to the ADO. The performance report for non-construction projects shall include the following as a minimum:

1. A comparison of proposed objectives to actual accomplishments.
2. Reasons for any slippage or lack of accomplishment in a given area.
3. Impacts on other AIP-funded projects.
4. Impacts to projects funded by PFC, other FAA programs, or the sponsor.

5. Identification and explanation of any anticipated cost overruns.

B. **For construction projects** – FAA Form 5370-1 Construction Progress and Inspection Report satisfies the performance reporting requirement. The sponsor must submit FAA Form 5370-1 to the ADO on a **weekly basis** during construction and at least quarterly when the project is in winter shutdown, until the project is substantially complete. Form 5370-1 requires the following information:

1. Estimated percent completion to date of construction phases.
2. Work completed or in progress during the period.
3. Brief Weather Summary during the period including approximate rainfall and period of below freezing temperature.
4. Contract time: Number of days charged to date and last working day charged.
5. Summary of laboratory and field testing during the period.
6. Work anticipated by the contractor for the next period.
7. Problem areas and other comments.

27. Grant Approval Based Upon Certification: The FAA and the Sponsor agree that the FAA approval of this grant is based on FAA acceptance of the Sponsor's certification to carry out the project in accordance with FAA policies, standards, and specifications. The Sponsor Certifications received from the Sponsor for the work included in this grant are hereby incorporated into this grant agreement. The Sponsor understands that:

- A. The Sponsor's certification does not relieve the Sponsor of the requirement to obtain prior FAA approval for modifications to any AIP standards or to notify the FAA of any limitations to competition within the project;
- B. The FAA's acceptance of a Sponsor's certification does not limit the FAA from reviewing appropriate project documentation for the purpose of validating the certification statements;
- C. If the FAA determines that the Sponsor has not complied with their certification statements, the FAA will review the associated project costs to determine whether such costs are allowable under AIP.

The Sponsor's acceptance of this Offer and ratification and adoption of the Project Application incorporated herein shall be evidenced by execution of this instrument by the Sponsor, as hereinafter provided, and this Offer and Acceptance shall comprise a Grant Agreement, as provided by the Act, constituting the contractual obligations and rights of the United States and the Sponsor with respect to the accomplishment of the Project and compliance with the assurances and conditions as provided herein. Such Grant Agreement shall become effective upon the Sponsor's acceptance of this Offer.

**UNITED STATES OF AMERICA
FEDERAL AVIATION ADMINISTRATION**


(Signature)

David S. Stelling

(Typed Name)

Manager, Helena Airports District Office

(Title)

PART II - ACCEPTANCE

The Sponsor does hereby ratify and adopt all assurances, statements, representations, warranties, covenants, and agreements contained in the Project Application and incorporated materials referred to in the foregoing Offer, and does hereby accept this Offer and by such acceptance agrees to comply with all of the terms and conditions in this Offer and in the Project Application.

I declare under penalty of perjury that the foregoing is true and correct.¹

Executed this _____ day of _____.

City of Twin Falls, Idaho

(Name of Sponsor)

(Signature of Sponsor's Designated Official Representative)

By:

(Typed Name of Sponsor's Designated Official Representative)

Title:

(Title of Sponsor's Designated Official Representative)

CERTIFICATE OF SPONSOR'S ATTORNEY

I, _____, acting as Attorney for the Sponsor do hereby certify:

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of Montana. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and Sponsor's official representative has been duly authorized and that the execution thereof is in all respects due and proper and in accordance with the laws of the said State and the Act. In addition, for grants involving projects to be carried out on property not owned by the Sponsor, there are no legal impediments that will prevent full performance by the Sponsor. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

Dated at _____ this _____ day of _____.

By:

(Signature of Sponsor's Attorney)

¹ Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. Section 1001 (False Statements) and could subject you to fines, imprisonment, or both.

PART II - ACCEPTANCE

The Sponsor does hereby ratify and adopt all assurances, statements, representations, warranties, covenants, and agreements contained in the Project Application and incorporated materials referred to in the foregoing Offer, and does hereby accept this Offer and by such acceptance agrees to comply with all of the terms and conditions in this Offer and in the Project Application.

I declare under penalty of perjury that the foregoing is true and correct.²

Executed this _____ day of _____, _____.

County of Twin Falls, Idaho

(Name of Sponsor)

(Signature of Sponsor's Designated Official Representative)

By:

(Typed Name of Sponsor's Designated Official Representative)

Title:

(Title of Sponsor's Designated Official Representative)

CERTIFICATE OF SPONSOR'S ATTORNEY

I, _____, acting as Attorney for the Sponsor do hereby certify:

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of Montana. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and Sponsor's official representative has been duly authorized and that the execution thereof is in all respects due and proper and in accordance with the laws of the said State and the Act. In addition, for grants involving projects to be carried out on property not owned by the Sponsor, there are no legal impediments that will prevent full performance by the Sponsor. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

Dated at _____ this _____ day of _____, _____.

By:

(Signature of Sponsor's Attorney)

² Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. Section 1001 (False Statements) and could subject you to fines, imprisonment, or both.



July 27th, 2015 City Council Meeting

To: Honorable Mayor and City Council

From: Bill Carberry, Airport Manager

Request:

Consideration of a Contract & Change Order #1 with Petersen Brothers Construction for the Terminal Expansion & Remodel Project in the amount of \$3,915,836.

Time Estimate:

The staff presentation will take approximately 5 minutes with some time for questions and answers following.

Background:

The terminal project was identified in the airport's FAA Master Plan in 2012. In 2014, the City entered into a contract with the architectural firm of CSHQA to complete a terminal feasibility pre-design study and subsequently a contract to design, bid, and provide construction management services for the project.

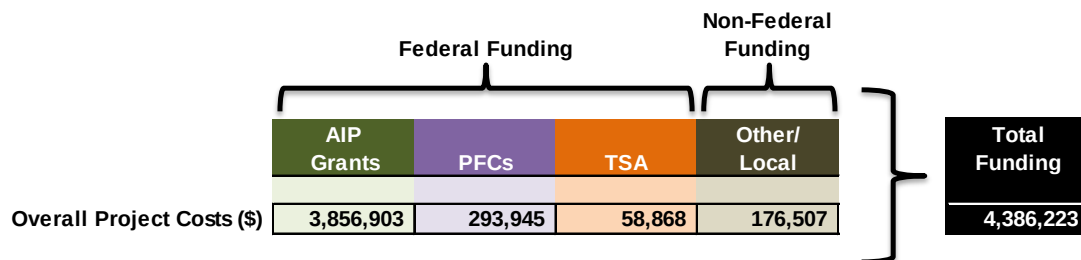
Bids were opened for the Terminal Bldg. Expansion & Remodel Project on April 22, 2015. On May 18, 2015 the City Council awarded the construction bid to the low bidder, Petersen Brothers, for the amount of \$3,915,836.00.

The projects funding plan includes this year's 2015 FAA AIP 37 grant and two pending 2016 FAA grants. The supplemental Change Order #1 accompanying the Petersen contract, outlines the construction schedule in order to keep pace with the progress of FAA funding.

The updated schedule submitted by the contractor has the project breaking ground in March of 2016 and completed by February of 2017.

Budget Impact:

The cost/funding model for the project, to include all architectural/engineering and construction is covered in detail in the attached funding plan. This illustration summarizes the project's funding sources and amounts **(96% of the project cost will be federally funded):**



Regulatory Impact:

The project will be subject to the standard terms and conditions of FAA grant projects.

Conclusion:

After reviewing the contract and change order with our Architect, FAA Project Manager, Petersen Bros Construction, and the City Attorney, staff recommends the City Council approve the contract and change order with Petersen Brothers for the amount of \$3,915,836, contingent upon FAA funding.

Attachments:

Project Funding Model

Petersen Contract & Change Order #1

Magic Valley Regional Airport

Terminal Expansion & Remodel

Eligibility and Funding Analysis

Estimated Construction Costs

Total Project Cost	\$ 3,915,836
LESS AIP Non-Eligible Costs	
Airline Share of Server Room	15,970
Airline Ticket Counter	31,862
Other Furnishings	24,209
Airline Podium Stands	4,956
ATO #1 (Unfinished)	9,754
ATO #2 (SkyWest)	47,702
ATO #3 (Conference Room)	19,013
TSA Office	80,655
AIP Non-Eligible Renovation Cost	\$ 234,121
Net AIP Eligible Renovation Cost	\$ 3,681,715

Project Funding Eligibility				AIP Federal Share: 93.75%					
Project Funding Eligibility				Project Funding					
Project Elements	AIP Eligible	AIP Non-Eligible	Total Costs	AIP Grants	PFC Match	PFCs	TSA	Other/ Local	Total Funding
Net AIP Eligible Cost	3,681,715		3,681,715	3,451,608	230,107				3,681,715
AIP Non-Eligible Costs									
Airline Share of Server Room		15,970	15,970					15,970	15,970
Airline Ticket Counter		31,862	31,862			31,862			31,862
Other Furnishings (incl. bar counters)		24,209	24,209					24,209	24,209
Airline Podium Stands in Holdroom		4,956	4,956			4,956			4,956
ATO #1 (Unfinished)		9,754	9,754					9,754	9,754
ATO #2 (SkyWest)		47,702	47,702					47,702	47,702
ATO #3 (Conference Room)		19,013	19,013					19,013	19,013
TSA Office (core & shell)		21,787	21,787					21,787	21,787
TSA Office (interior finishes)		58,868	58,868				58,868		58,868
Total Construction Costs	3,681,715	234,121	3,915,836	3,451,608	230,107	36,818	58,868	138,435	3,915,836
Eligibility Ratio	94.02%								
Architect/Engineering Fees									
CSHQA fees (design/construction)	386,887								
CSHQA fees (additional scope)	28,500								
Advertising Bid	3,500								
QA Testing	30,000								
IFE	6,500								
Permitting/Utility	15,000								
Total Fees	470,387								
FY 2014 Grant	441,887								
AIP Eligible (91.77%)	405,519	36,367	441,887	380,175	25,345			36,367	441,887
FY 2015 Grant	28,500								
AIP Eligible (94.02%)	26,796	1,704	28,500	25,121	1,675			1,704	28,500
Total Arc/Eng Fees	432,315	38,072	470,387	405,295	27,020	-	-	38,072	470,387
Overall Project Costs	4,114,030	272,192	4,386,223	3,856,903	257,127	36,818	58,868	176,507	4,386,223

AIP Grant Issued
FY 2014

To be included
in FY 2015
construction
grant

**AIA**[®]**Document G701™ – 2001****Change Order****PROJECT** *(Name and address):*

Magic Valley Regional Airport -
Terminal Expansion and Remodel
492 Airport Loop
Twin Falls, Idaho 83301

CHANGE ORDER NUMBER: 001**DATE:** July 8, 2015OWNER: ☒ARCHITECT: ☒CONTRACTOR: ☒FIELD: ☒OTHER: ☐**TO CONTRACTOR** *(Name and address):*

Petersen Brothers Construction, Inc.
1920 Highland Avenue East
Twin Falls, Idaho 83301

ARCHITECT'S PROJECT NUMBER: 14051.000**CONTRACT DATE:** To Be Determined**CONTRACT FOR:** General Construction**THE CONTRACT IS CHANGED AS FOLLOWS:**

(Include, where applicable, any undisputed amount attributable to previously executed Construction Change Directives)
Refer to attached Exhibit A.

The original Contract Sum was	\$	3,915,836.00
The net change by previously authorized Change Orders	\$	0.00
The Contract Sum prior to this Change Order was	\$	3,915,836.00
The Contract Sum will be unchanged by this Change Order in the amount of	\$	0.00
The new Contract Sum including this Change Order will be	\$	3,915,836.00

The Contract Time will be increased by fifty-seven (57) days.

The date of Substantial Completion as of the date of this Change Order therefore is as follows: Refer to attached Exhibit A.

NOTE: This Change Order does not include changes in the Contract Sum, Contract Time or Guaranteed Maximum Price which have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

CSHQA, a professional association

ARCHITECT *(Firm name)*

200 Broad Street
Boise, Idaho 83702

ADDRESS**BY** *(Signature)*

Martin A. Hahle, AIA
(Typed name)

DATE

Petersen Brothers Construction, Inc.

CONTRACTOR *(Firm name)*

1920 Highland Avenue East
Twin Falls, Idaho 83301

ADDRESS**BY** *(Signature)*

Jeremy Petersen
(Typed name)

DATE

City of Twin Falls
County of Twin Falls

OWNER *(Firm name)*

345 Second Avenue East
Twin Falls, Idaho 83301
630 Addison Avenue West
Twin Falls, Idaho 83303

ADDRESS**BY** *(Signature)*

Don Hall - City of Twin Falls
(Typed name)

DATE**BY** *(Signature)*

George Urie - Twin Falls County Commission
(Typed name)

DATE

EXHIBIT A
CHANGE ORDER NO. 001

Magic Valley Regional Airport – Terminal Expansion and Remodel
Project No. 14051.000

1. Refer to revised paragraph 1.4.B of attached Specification Section 011000 - Summary for general information regarding changes to the construction schedule.
2. Following the execution of Change Order No. 001 dated July 8, 2015, and issuance of a written "Notice to Proceed" from the Owner, the Contractor may submit shop drawings and material submittals for review and approval by the Owner and Architect/Engineers. Following approval of submittals, the Contractor may order and store materials for construction in compliance with the Contract Documents. All expenses for the storage of materials is the responsibility of the Contractor. The schedule of values for materials ordered prior to the "Notice to Proceed" for Phase 1 construction shall not exceed \$1,000,000.00 without prior written authorization from the Owner. The attached Early Order Submittals document, prepared by Petersen Brothers Construction, Inc., is approved and identifies the schedule for submittal review and early ordering of materials prior to construction. The Owner intends to issue a "Notice to Proceed" on August 2, 2015, for early ordering of materials.
3. Construction shall proceed according to the attached Magic Valley Regional Airport Terminal Expansion and Remodel - Schedule A and Schedule B dated July 2, 2015, prepared by Petersen Brothers Construction, Inc. The project is divided into two schedules, "Schedule A" and "Schedule B", for the purpose of aligning each schedule with the timing of funding availability. Construction work included in Schedule A, will begin following issuance of a written "Notice to Proceed" from the Owner for Phase 1 construction. Construction work included in Schedule B shall not begin until September 1, 2016, in compliance with Federal Aviation Administration (FAA) grant eligibility for discretionary grant funding.
4. The Owner intends to issue the Contractor a written "Notice to Proceed" for Phase 1 construction on March 1, 2016.
5. The Contractor shall submit Applications for Payment in compliance with the attached Schedules of Values (*i.e., Application and Certificate for Payment - Schedule A (including Continuation Sheet) dated April 29, 2015, and Application and Certificate of Payment - Schedule B (including Continuation Sheet) dated April 29, 2015*).
6. This project is funded in part with FAA Airport Improvement Program (AIP) grants that are approved and distributed annually by the FAA. The Magic Valley Regional Airport is eligible for AIP grant funding and should receive the standard annual grant distributions to fund this project, however, these funds are part of the Federal Government annual budget approval process and timing of funding is not guaranteed. If the Owner does not receive grant funding as anticipated, the Owner may suspend or terminate the contract for convenience per the terms and conditions of the Contract.

SECTION 011000 - SUMMARY

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Project information.
2. Work covered by Contract Documents.
3. Phased construction.
4. Work under separate contracts.
5. Access to site.
6. Coordination with occupants.
7. Work restrictions.
8. Specification and drawing conventions.
9. Miscellaneous provisions.

B. Related Requirements:

1. Section 015000 "Temporary Facilities and Controls" for limitations and procedures governing temporary use of Owner's facilities.

1.2 PROJECT INFORMATION

A. Project Identification: Magic Valley Regional Airport - Terminal Expansion and Remodel; Project No. 14051.000.

1. Project Location: 492 Airport Loop, Twin Falls, Idaho, 83301.

B. Owner: City of Twin Falls and County of Twin Falls.

1. Owner's Representative: Bill Carberry.

C. Architect: CSHQA, a professional association; 200 Broad Street, Boise, Idaho, 83702.

D. Project Web Site: A project Web site administered by Architect and Contractor will be used for purposes of managing communication and documents during the construction stage.

1. See Section 013000 "Electronic Submittal Procedures" for requirements for administering and using Project Web site.

1.3 WORK COVERED BY CONTRACT DOCUMENTS

A. The Work of Project is defined by the Contract Documents and consists of the following: The project includes, but is not limited to the following: This project includes remodeling of a portion of the existing terminal building and construction of a building addition. The existing

terminal building was constructed in 1996 of Type I-A construction. The building addition will be one-story, Type II-B construction. The existing building will be separated from the building addition by a 3-hour rated fire wall. The building addition consists of structural steel framing and Concrete Masonry Unit (CMU) bearing walls. The floor assembly is reinforced concrete slab on grade. Walls are comprised of light gauge metal framing and CMU. Exterior wall finishes include Exterior Insulation and Finish System (EIFS) and corrugated metal panel system. The building addition roofing includes both standing seam metal roofing and a fully adhered thermoplastic polyolefin (TPO) roofing system. Windows are aluminum framed storefront window systems. The project includes mechanical, plumbing, electrical power, electrical lighting, communications infrastructure, security access control system, fire alarm system, fire sprinklers system, public address system, video surveillance system and other related work.

- B. Site work involves demolition of existing asphalt paving and regrading of the area of work prior to installation of new asphalt. The drainage design includes the addition of a trench drain and storm drain collection piping from the building downspouts. Concrete retaining walls and paving are provided where necessary at ramping elements and aprons at doorways. The project includes new, relocated or modified light poles. Work includes a guardrail system with integrated power at striped parking locations to provide power to airline equipment and electrical power pedestals for aircraft power connection. Work includes new underground utilities to the building and a new fire hydrant. A limited amount of existing security fencing and one security gate are to be relocated.
- C. Type of Contract.
 - 1. Project will be constructed under a single prime contract.

1.4 PHASED CONSTRUCTION

- A. Phasing of the construction is critical to the success of the project and to maintaining full operation of the airport at all times. Phasing plans have been provided as a guideline, but the contractor will be responsible for the detailed phasing of the project and coordinating all phased construction activities with the airport and the building tenants. Temporary construction both interior and exterior is required to facilitate phasing.
- B. The work shall be conducted in (5) five phases, with each phase substantially complete as indicated:
 - 1. Phase 1: Construction of temporary walls and facilities to support the relocation of building tenant in preparation for Phase 2 construction. The duration of construction shall be forty-seven (47) consecutive calendar days from "Notice to Proceed" to substantial completion and beneficial use of the Phase 1 construction area.
 - 2. Phase 2: Construction of the new building addition and remodel of the ticket lobby, SkyWest office area and ATO-1 area. The duration of construction shall be one hundred eighty-nine (189) consecutive calendar days from the scheduled completion of Phase 1 to substantial completion and beneficial use of the Phase 2 construction area.
 - 3. Phase 3: Construction of the new TSA office area and south half of the new passenger screening area. The duration of construction shall be sixty-four (64) consecutive calendar

- days from the scheduled completion of Phase 2 to substantial completion and beneficial use of the Phase 3 construction area.
4. Phase 4: Construction of ATO-3 area and the north half of the passenger screening area. The duration of construction shall be forty-two (42) consecutive calendar days from the scheduled completion of Phase 3 to substantial completion and beneficial use of the Phase 5 construction area.
 5. Phase 5: Phase 5 scope of Work as defined on the Drawings is included in the Phase 4 duration of construction.
- C. Before commencing Work of each phase, submit an updated copy of Contractor's construction schedule showing the sequence, commencement and completion dates, and move-out and -in dates of Owner's personnel for all phases of the Work.

1.5 WORK UNDER SEPARATE CONTRACTS

- A. General: Cooperate fully with separate contractors so work on those contracts may be carried out smoothly, without interfering with or delaying work under this Contract or other contracts. Coordinate the Work of this Contract with work performed under separate contracts.

1.6 ACCESS TO SITE

- A. General: Contractor shall have full use of Project site for construction operations during construction period. Contractor's use of Project site is limited only by Owner's right to perform work or to retain other contractors on portions of Project.
- B. General: Contractor shall have limited use of Project site for construction operations as indicated on Drawings by the Contract limits and as indicated by requirements of this Section.
- C. Use of Site: Limit use of Project site to areas within the Contract limits indicated. Do not disturb portions of Project site beyond areas in which the Work is indicated.
1. Limits: Confine construction operations to the work limits identified on the site plan drawing and phasing plans for the project. Work limit lines may be modified if approved in writing by the owner and architect.
 2. Driveways, Walkways and Entrances: Keep driveways loading areas, and entrances serving premises clear and available to Owner, Owner's employees, and emergency vehicles at all times. Do not use these areas for parking or storage of materials.
 - a. Schedule deliveries to minimize use of driveways and entrances by construction operations.
 - b. Schedule deliveries to minimize space and time requirements for storage of materials and equipment on-site.
- D. Condition of Existing Building: Maintain portions of existing building affected by construction operations in a weathertight condition throughout construction period. Repair damage caused by construction operations.

1.7 COORDINATION WITH OCCUPANTS

- A. Full Owner Occupancy: Owner will occupy site and existing and adjacent building(s) during entire construction period. Cooperate with Owner during construction operations to minimize conflicts and facilitate Owner usage. Perform the Work so as not to interfere with Owner's day-to-day operations. Maintain existing exits unless otherwise indicated.
 - 1. Maintain access to existing walkways, corridors, and other adjacent occupied or used facilities. Do not close or obstruct walkways, corridors, or other occupied or used facilities without written permission from Owner and approval of authorities having jurisdiction.
 - 2. Notify Owner not less than **72** hours in advance of activities that will affect Owner's operations.
 - 3. Architect will prepare a Certificate of Substantial Completion for each specific portion of the Work to be occupied prior to Owner acceptance of the completed Work.
 - 4. Obtain a Certificate of Occupancy from authorities having jurisdiction before limited Owner occupancy.
 - 5. Before limited Owner occupancy, mechanical and electrical systems shall be fully operational, and required tests and inspections shall be successfully completed. On occupancy, Owner will operate and maintain mechanical and electrical systems serving occupied portions of Work.
 - 6. On occupancy, Owner will assume responsibility for maintenance and custodial service for occupied portions of Work.

1.8 WORK RESTRICTIONS

- A. Work Restrictions, General: Comply with restrictions on construction operations.
 - 1. Comply with limitations on use of public streets and with other requirements of authorities having jurisdiction.
- B. Project work hours are determined by location as related to airline activity. A schedule of work hours shall be coordinated between the Airport Project Manager and contractor prior to job start-up. Generally acceptable times are Monday through Friday, 5:00 a.m. to 6:00 p.m. local time. Saturdays and Sundays are available as a work day with prior approval. Extended work hours may be arranged.
- C. Due to safety, security, and liability issues, a general contractor is required to have a supervisor on site when any subcontractors are working on the project.
- D. Existing Utility Interruptions: Do not interrupt utilities serving facilities occupied by Owner or others unless permitted under the following conditions and then only after providing temporary utility services according to requirements indicated:
 - 1. Notify Owner not less than **(2)** two days in advance of proposed utility interruptions.
 - 2. Obtain Owner's written permission before proceeding with utility interruptions.
- E. Noise, Vibration, and Odors: Coordinate operations that may result in high levels of noise and vibration, odors, or other disruption to Owner occupancy with Owner.

1. Notify Owner not less than **(2)** two days in advance of proposed disruptive operations.
 2. Obtain Owner's written permission before proceeding with disruptive operations.
- F. Nonsmoking Building: Smoking is not permitted within the building or within **25 feet (8 m)** of entrances, operable windows, or outdoor-air intakes.
- G. Controlled Substances: Use of tobacco products and other controlled substances on Project site is not permitted.

1.9 SPECIFICATION AND DRAWING CONVENTIONS

- A. Specification Content: The Specifications use certain conventions for the style of language and the intended meaning of certain terms, words, and phrases when used in particular situations. These conventions are as follows:
1. Imperative mood and streamlined language are generally used in the Specifications. The words "shall," "shall be," or "shall comply with," depending on the context, are implied where a colon (:) is used within a sentence or phrase.
 2. Specification requirements are to be performed by Contractor unless specifically stated otherwise.
- B. Division 01 General Requirements: Requirements of Sections in Division 01 apply to the Work of all Sections in the Specifications.
- C. Drawing Coordination: Requirements for materials and products identified on Drawings are described in detail in the Specifications. One or more of the following are used on Drawings to identify materials and products:
1. Terminology: Materials and products are identified by the typical generic terms used in the individual Specifications Sections.
 2. Abbreviations: Materials and products are identified by abbreviations on Drawings.
 3. Keynoting: Materials and products are identified by reference keynotes referencing Specification Section numbers found in this Project Manual.

PART 2 - PRODUCTS (Not Used)

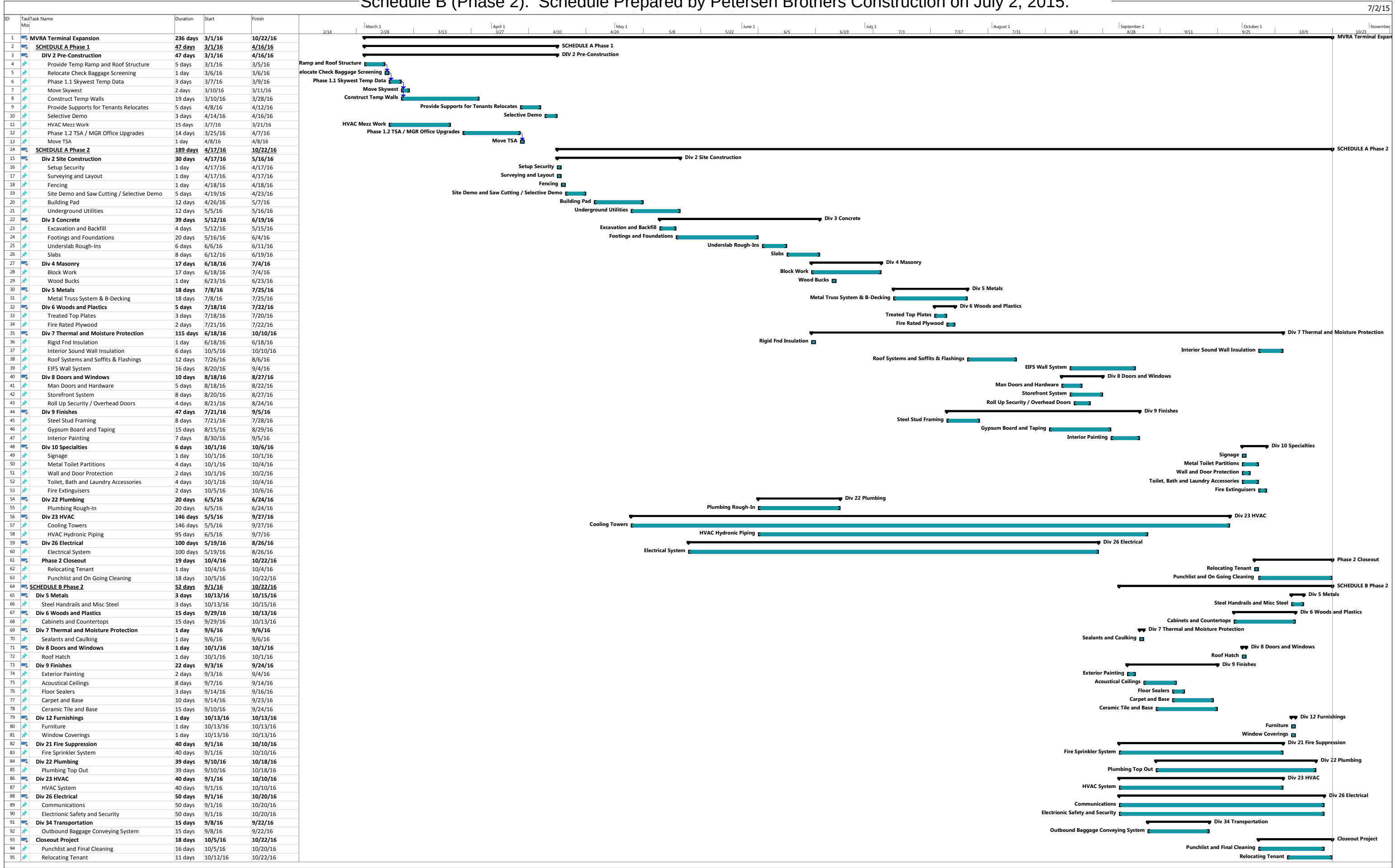
PART 3 - EXECUTION (Not Used)

END OF SECTION 011000

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Magic Valley Regional Airport Terminal Expansion and Remodel - Schedule A (Phase 1 and 2) and Schedule B (Phase 2). Schedule Prepared by Petersen Brothers Construction on July 2, 2015.



— Magic Valley Regional Airport Terminal Expansion and Remodel - Schedule B (Phase 3 and 4). Schedule
Prepared by Petersen Brothers Construction on July 2, 2015.

7/2/15

ID	Task Mode	Task Name	Duration	Start	Finish	Gantt Chart																																																																																																																																
						Oct 25, '16	Oct 26, '16	Oct 27, '16	Oct 28, '16	Oct 29, '16	Oct 30, '16	Oct 31, '16	Nov 1, '16	Nov 2, '16	Nov 3, '16	Nov 4, '16	Nov 5, '16	Nov 6, '16	Nov 7, '16	Nov 8, '16	Nov 9, '16	Nov 10, '16	Nov 11, '16	Nov 12, '16	Nov 13, '16	Nov 14, '16	Nov 15, '16	Nov 16, '16	Nov 17, '16	Nov 18, '16	Nov 19, '16	Nov 20, '16	Nov 21, '16	Nov 22, '16	Nov 23, '16	Nov 24, '16	Nov 25, '16	Nov 26, '16	Nov 27, '16	Nov 28, '16	Nov 29, '16	Nov 30, '16	Dec 1, '16	Dec 2, '16	Dec 3, '16	Dec 4, '16	Dec 5, '16	Dec 6, '16	Dec 7, '16	Dec 8, '16	Dec 9, '16	Dec 10, '16	Dec 11, '16	Dec 12, '16	Dec 13, '16	Dec 14, '16	Dec 15, '16	Dec 16, '16	Dec 17, '16	Dec 18, '16	Dec 19, '16	Dec 20, '16	Dec 21, '16	Dec 22, '16	Dec 23, '16	Dec 24, '16	Dec 25, '16	Dec 26, '16	Dec 27, '16	Dec 28, '16	Dec 29, '16	Dec 30, '16	Dec 31, '16	Jan 1, '17	Jan 2, '17	Jan 3, '17	Jan 4, '17	Jan 5, '17	Jan 6, '17	Jan 7, '17	Jan 8, '17	Jan 9, '17	Jan 10, '17	Jan 11, '17	Jan 12, '17	Jan 13, '17	Jan 14, '17	Jan 15, '17	Jan 16, '17	Jan 17, '17	Jan 18, '17	Jan 19, '17	Jan 20, '17	Jan 21, '17	Jan 22, '17	Jan 23, '17	Jan 24, '17	Jan 25, '17	Jan 26, '17	Jan 27, '17	Jan 28, '17	Jan 29, '17	Jan 30, '17	Jan 31, '17	Feb 1, '17	Feb 2, '17	Feb 3, '17	Feb 4, '17	Feb 5, '17	Feb 6, '17	Feb 7, '17	Feb 8, '17	Feb 9, '17	Feb 10, '17	Feb 11, '17	Feb 12, '17	Feb 13, '17	Feb 14, '17	Feb 15, '17	Feb 16, '17	Feb 17, '17	Feb 18, '17	Feb 19, '17	Feb 20, '17	Feb 21, '17	Feb 22, '17	Feb 23, '17	Feb 24, '17	Feb 25, '17	Feb 26, '17	Feb 27, '17	Feb 28, '17	Feb 29, '17	Feb 30, '17
1	👉	MVRA Terminal Expansion	106 days	10/23/16	2/5/17																																																																																																																																	
2	👉	Schedule B Phase 3 & 4	106 days	10/23/16	2/5/17																																																																																																																																	
3	👉	Phase 3	64 days	10/23/16	12/25/16																																																																																																																																	
4	🚀	Selective Demo	5 days	10/23/16	10/27/16																																																																																																																																	
5	🚀	Move Passenger Screening	1 day	10/25/16	10/25/16																																																																																																																																	
6	🚀	Concrete F &F	5 days	10/23/16	10/27/16																																																																																																																																	
7	🚀	CMU	2 days	10/28/16	10/29/16																																																																																																																																	
8	🚀	Roof System	2 days	10/30/16	10/31/16																																																																																																																																	
9	🚀	Exterior Painting	5 days	11/1/16	11/5/16																																																																																																																																	
10	🚀	Steel Stud Framing	5 days	11/2/16	11/6/16																																																																																																																																	
11	🚀	Wall Insulation	1 day	11/15/16	11/15/16																																																																																																																																	
12	🚀	Gypsum Board and Taping	6 days	11/16/16	11/21/16																																																																																																																																	
13	🚀	Interior Painting	4 days	11/24/16	11/27/16																																																																																																																																	
14	🚀	Acoustical Ceilings	4 days	11/30/16	12/3/16																																																																																																																																	
15	🚀	Millwork	8 days	11/30/16	12/7/16																																																																																																																																	
16	🚀	Flooring and Base	7 days	12/6/16	12/12/16																																																																																																																																	
17	🚀	Man Doors and Hardware	2 days	12/14/16	12/15/16																																																																																																																																	
18	🚀	HVAC	48 days	11/8/16	12/25/16																																																																																																																																	
19	🚀	Plumbing	42 days	11/8/16	12/19/16																																																																																																																																	
20	🚀	Electrical & Communications	54 days	10/23/16	12/15/16																																																																																																																																	
21	🚀	Move Passenger Screening by TSA	1 day	12/22/16	12/22/16																																																																																																																																	
22	🚀	Set Remaining Outbound Baggage Conveying System	4 days	12/22/16	12/25/16																																																																																																																																	
23	🚀	Relocate Tenants	1 day	12/22/16	12/22/16																																																																																																																																	
24	👉	Div 3 Concrete	8 days	10/23/16	10/30/16																																																																																																																																	
25	🚀	Provide Exterior Concrete Ramps	5 days	10/23/16	10/27/16																																																																																																																																	
26	🚀	Exterior Paving	3 days	10/28/16	10/30/16																																																																																																																																	
27	👉	Phase 4	42 days	12/26/16	2/5/17																																																																																																																																	
28	🚀	Selective Demo	6 days	12/26/16	12/31/16																																																																																																																																	
29	🚀	Install Relocated Door	1 day	12/31/16	12/31/16																																																																																																																																	
30	🚀	Wall and Ceiling Repairs	7 days	1/1/17	1/7/17																																																																																																																																	
31	🚀	Interior Painting	5 days	1/8/17	1/12/17																																																																																																																																	
32	🚀	Flooring and Base	4 days	1/15/17	1/18/17																																																																																																																																	
33	🚀	Misc Prep Work	3 days	1/17/17	1/19/17																																																																																																																																	
34	🚀	Mechanical	34 days	12/26/16	1/28/17																																																																																																																																	
35	🚀	Electrical	34 days	12/26/16	1/28/17																																																																																																																																	
36	🚀	Misc Work & Final Tie-ins	14 days	1/23/17	2/5/17																																																																																																																																	
37	🚀	Final Cleaning	1 day	2/1/17	2/1/17																																																																																																																																	
38	🚀	Relocate Tenants	3 days	2/2/17	2/4/17																																																																																																																																	
39	🚀	Cert of Occupancy	2 days	2/3/17	2/4/17																																																																																																																																	

To: CSHQA

Project: Twin Falls Airport Terminal
Expansion

Application No: 1

Distribution to:

App. Date: April 29, 2015

Period to:

Project No:

Contract Date:

- ☐ OWNER
☐ CONSTRUCTION MGR.
☐ ARCHITECT
☐ CONTRACTOR
☐ OTHER

From: Petersen Brothers Construction Inc.
 1920 Highland Ave East
 Twin Falls, ID 83301

Contract For: Schedule A

Via Architect: CSHQA

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract.
 Continuation Sheet, G703, is attached.

1. ORIGINAL CONTRACT SUM

3,041,319.00

2. Net Change By Change Orders

0.00

3. CONTRACT SUM TO DATE

3,041,319.00

4. TOTAL COMPLETED AND STORED TO DATE

5. RETAINAGE:

a. of Completed Work

0.00

b. of Stored Material

0.00

TOTAL RETAINAGE

0.00

6. TOTAL EARNED LESS RETAINAGE

0.00

7. LESS PREVIOUS CERTIFICATES FOR PAYMENT

8. CURRENT PAYMENT DUE

0.00

9. BALANCE TO FINISH, INCLUDING RETAINAGE

3,041,319.00

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR:

By: _____ Date: _____

State of:

County of:

Subscribed and sworn before me this _____ day of _____.

The above personally appeared before me, the undersigned notary public, and provided satisfactory evidence of identification to be the person who signed this document in my presence and swore or affirmed to me that the contents of this document are truthful and accurate to the best of his/her knowledge and belief.

Notary Public:

My Commission expires:

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner		
Total approval this Month		
TOTALS	\$ 0.00	\$ 0.00
NET CHANGES by Change Order	\$ 0.00	

AMOUNT CERTIFIED _____

(Attach explanation if amount certified differs from the amount applied for. Initial all figures on this Application and on the Continuation Sheet that are changed to conform to the amount certified.)

ARCHITECT:

By: _____ Date: _____

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

CAUTION: You should use an original document which has this caution printed in red. An original assures that changes will not be obscured as may occur when documents are reproduced.

Document G702, APPLICATION AND CERTIFICATE FOR PAYMENT, containing Contractor's signed Certification is attached.

Application No: 1

App. Date: April 29, 2015

Use Column I on Contracts where variable retainage for line items may apply.

Period to:

Project No:

A	B	C	D	E	F	G		H	I
Item #	Description of Work	Schedule of Values	Work Completed		Materials Stored & Used Prior + Current	Total Completed and Stored To Date	%	Balance to Finish	Retainage
			From Previous Application(s)	This Period					
1	Division 1-General Requirements	132,878.00					0.00	132,878.00	
2	Division 2- Sitework	300,455.00					0.00	300,455.00	
3	Division 3- Concrete	158,104.00					0.00	158,104.00	
4	Division 4- Masonry	116,118.00					0.00	116,118.00	
5	Division 5- Metals	263,632.00					0.00	263,632.00	
6	Division 6- Woods & Plastics	50,000.00					0.00	50,000.00	
7	Division 7- Themals & Moisture	245,965.00					0.00	245,965.00	
8	Division 8- Doors & Windows	186,093.00					0.00	186,093.00	
9	Division 9- Finishes	226,188.00					0.00	226,188.00	
10	Division 10- Specialties	10,745.00					0.00	10,745.00	
11	Division 12- Furniture	0.00						0.00	
12	Division 13- Special Construction	16,706.00					0.00	16,706.00	
13	Division 14- Equipment	0.00						0.00	
14	Division 15- Fire Sprinkler	25,240.00					0.00	25,240.00	
15	Division 15- Plumbing	273,000.00					0.00	273,000.00	
16	Division 15- HVAC	269,677.00					0.00	269,677.00	
17	Division 16- Electrical	371,487.00					0.00	371,487.00	
18	Overhead and Profit	127,905.00					0.00	127,905.00	
19	Payment and Performance Bond	36,487.00					0.00	36,487.00	
20	Builders Risk	4,500.00					0.00	4,500.00	
21	Bid Schedule #1	21,509.00					0.00	21,509.00	

PAGE 1 TOTAL: 2,836,689.00 0.00 2,836,689.00

A=Line Item Number B=Brief Item Description C=Total Value of Item D=Total of D and E From Previous Application(s) (If Any) E=Total Work Completed For This Application
F=Materials Purchased and Stored for Project G=Total of All Work Completed and Materials Stored for Project H=Remaining Balance of Amount to Finish I=Amount Withheld from G

Document G702, APPLICATION AND CERTIFICATE FOR PAYMENT, containing Contractor's signed Certification is attached.

Application No: 1

App. Date: April 29, 2015

Use Column I on Contracts where variable retainage for line items may apply.

Period to:

Project No:

A	B	C	D	E	F	G		H	I
Item #	Description of Work	Schedule of Values	Work Completed		Materials Stored & Used Prior + Current	Total Completed and Stored To Date	%	Balance to Finish	Retainage
			From Previous Application(s)	This Period					
22	Bid Schedule #2	58,116.00					0.00	58,116.00	
23	Bid Schedule #3	9,629.00					0.00	9,629.00	
24	Bid Schedule #4	47,093.00					0.00	47,093.00	
25	Bid Schedule #5	18,770.00					0.00	18,770.00	
26	Bid Schedule #6	21,022.00					0.00	21,022.00	
27	Allowance	50,000.00					0.00	50,000.00	

PAGE 2 TOTAL: 204,630.00 0.00 204,630.00

GRAND TOTAL: 3,041,319.00 0.00 3,041,319.00

A=Line Item Number B=Brief Item Description C=Total Value of Item D=Total of D and E From Previous Application(s) (If Any) E=Total Work Completed For This Application
F=Materials Purchased and Stored for Project G=Total of All Work Completed and Materials Stored for Project H=Remaining Balance of Amount to Finish I=Amount Withheld from G

To: CSHQA

Project: Twin Falls Airport Terminal
Expansion

Application No: 1

Distribution to:

App. Date: April 29, 2015

Period to:

Project No:

Contract Date:

- ☐ OWNER
☐ CONSTRUCTION MGR.
☐ ARCHITECT
☐ CONTRACTOR
☐ OTHER

From: Petersen Brothers Construction Inc.
1920 Highland Ave East
Twin Falls, ID 83301

Contract For: Schedule B

Via Architect: CSHQA

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract.
Continuation Sheet, G703, is attached.

1. ORIGINAL CONTRACT SUM

874,517.00

2. Net Change By Change Orders

0.00

3. CONTRACT SUM TO DATE

874,517.00

4. TOTAL COMPLETED AND STORED TO DATE

5. RETAINAGE:

a. of Completed Work

0.00

b. of Stored Material

0.00

TOTAL RETAINAGE

0.00

6. TOTAL EARNED LESS RETAINAGE

0.00

7. LESS PREVIOUS CERTIFICATES FOR PAYMENT

0.00

8. CURRENT PAYMENT DUE

0.00

9. BALANCE TO FINISH, INCLUDING RETAINAGE

874,517.00

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR:

By: _____ Date: _____

State of:

County of:

Subscribed and sworn before me this _____ day of _____,

The above personally appeared before me, the undersigned notary public, and provided satisfactory evidence of identification to be the person who signed this document in my presence and swore or affirmed to me that the contents of this document are truthful and accurate to the best of his/her knowledge and belief.

Notary Public:

My Commission expires:

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	0.00	0.00
Total approval this Month	0.00	0.00
TOTALS	\$ 0.00	\$ 0.00
NET CHANGES by Change Order	\$ 0.00	

AMOUNT CERTIFIED _____

(Attach explanation if amount certified differs from the amount applied for. Initial all figures on this Application and on the Continuation Sheet that are changed to conform to the amount certified.)

ARCHITECT:

By: _____ Date: _____

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

CAUTION: You should use an original document which has this caution printed in red. An original assures that changes will not be obscured as may occur when documents are reproduced.

Document G702, APPLICATION AND CERTIFICATE FOR PAYMENT, containing Contractor's signed Certification is attached.

Application No: 1

App. Date: April 29, 2015

Use Column I on Contracts where variable retainage for line items may apply.

Period to:

Project No:

A	B	C	D	E	F	G		H	I
Item #	Description of Work	Schedule of Values	Work Completed		Materials Stored & Used Prior + Current	Total Completed and Stored To Date	%	Balance to Finish	Retainage
			From Previous Application(s)	This Period					
1	Division 1-General Requirements	33,374.00					0.00	33,374.00	
2	Division 2- Sitework	37,000.00					0.00	37,000.00	
3	Division 3- Concrete	5,000.00					0.00	5,000.00	
4	Division 4- Masonry	5,000.00					0.00	5,000.00	
5	Division 5- Metals	10,000.00					0.00	10,000.00	
6	Division 6- Woods & Plastics	28,596.00					0.00	28,596.00	
7	Division 7- Themals & Moisture	2,000.00					0.00	2,000.00	
8	Division 8- Doors & Windows	1,500.00					0.00	1,500.00	
9	Division 9- Finishes	125,578.00					0.00	125,578.00	
10	Division 10- Specialties	0.00						0.00	
11	Division 12- Furniture	17,358.00					0.00	17,358.00	
12	Division 13- Special Construction	0.00						0.00	
13	Division 14- Equipment	323,400.00					0.00	323,400.00	
14	Division 15- Fire Sprinkler	3,000.00					0.00	3,000.00	
15	Division 15- Plumbing	10,000.00					0.00	10,000.00	
16	Division 15- HVAC	24,656.00					0.00	24,656.00	
17	Division 16- Electrical	185,743.00					0.00	185,743.00	
18	Overhead and Profit	62,312.00					0.00	62,312.00	
19	Payment and Performance Bond	0.00						0.00	
20	Builders Risk	0.00						0.00	
21	Bid Schedule #1	0.00						0.00	

PAGE 1 TOTAL: 874,517.00 0.00 874,517.00

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Document G702, APPLICATION AND CERTIFICATE FOR PAYMENT, containing Contractor's signed Certification is attached.

Application No: 1

App. Date: April 29, 2015

Use Column I on Contracts where variable retainage for line items may apply.

Period to:

Project No:

A	B	C	D	E	F	G		H	I
Item #	Description of Work	Schedule of Values	Work Completed		Materials Stored & Used Prior + Current	Total Completed and Stored To Date	%	Balance to Finish	Retainage
			From Previous Application(s)	This Period					
22	Bid Schedule #2	0.00						0.00	
23	Bid Schedule #3	0.00						0.00	
24	Bid Schedule #4	0.00						0.00	
25	Bid Schedule #5	0.00						0.00	
26	Bid Schedule #6	0.00						0.00	
27	Allowance	0.00						0.00	

PAGE 2 TOTAL: 0.00 ? 0.00

GRAND TOTAL: 874,517.00 0.00 874,517.00

A=Line Item Number B=Brief Item Description C=Total Value of Item D=Total of D and E From Previous Application(s) (If Any) E=Total Work Completed For This Application
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AIA®

Document A101™ – 2007

Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum

AGREEMENT made as of the 8th day of July in the year 2015
(In words, indicate day, month and year.)

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

City of Twin Falls
345 Second Avenue East
Twin Falls, Idaho 83301

County of Twin Falls
630 Addison Avenue West
Twin Falls, Idaho 83303

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

Petersen Brothers Construction, Inc.
1920 Highland Avenue East
Twin Falls, Idaho 83301

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

Magic Valley Regional Airport – Terminal Expansion and Remodel
492 Airport Loop
Twin Falls, Idaho 83301

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

CSHQA, a professional association
200 Broad Street
Boise, Idaho 83702

The Owner and Contractor agree as follows.

ADDITIONS AND DELETIONS:

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

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

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

Init.

TABLE OF ARTICLES

1	THE CONTRACT DOCUMENTS
2	THE WORK OF THIS CONTRACT
3	DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
4	CONTRACT SUM
5	PAYMENTS
6	DISPUTE RESOLUTION
7	TERMINATION OR SUSPENSION
8	MISCELLANEOUS PROVISIONS
9	ENUMERATION OF CONTRACT DOCUMENTS
10	INSURANCE AND BONDS

ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. An enumeration of the Contract Documents, other than a Modification, appears in Article 9.

ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be the date of this Agreement unless a different date is stated below or provision is made for the date to be fixed in a notice to proceed issued by the Owner.

(Insert the date of commencement if it differs from the date of this Agreement or, if applicable, state that the date will be fixed in a notice to proceed.)

As stated in the Notice to Proceed.

If, prior to the commencement of the Work, the Owner requires time to file mortgages and other security interests, the Owner's time requirement shall be as follows:

Not Applicable.

§ 3.2 The Contract Time shall be measured from the date of commencement.

§ 3.3 The Contractor shall achieve Substantial Completion of the entire Work not later than () days from the date of commencement, or as follows:

(Insert number of calendar days. Alternatively, a calendar date may be used when coordinated with the date of commencement. If appropriate, insert requirements for earlier Substantial Completion of certain portions of the Work.)

The Work shall be conducted in five (5) phases, with each phase substantially complete as indicated in Specification Section 011000 – Summary of the Project Manual dated March 24, 2015.

Portion of Work

Refer to Specification Section 011000 – Summary of the Project Manual dated March 24, 2015.

Substantial Completion Date

Refer to Specification Section 011000 – Summary of the Project Manual dated March 24, 2015.

, subject to adjustments of this Contract Time as provided in the Contract Documents.

(Insert provisions, if any, for liquidated damages relating to failure to achieve Substantial Completion on time or for bonus payments for early completion of the Work.)

Refer to Article 9.11 - Liquidated Damages of the Supplementary General Conditions of the Project Manual dated March 24, 2015.

ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be Three Million Nine Hundred Fifteen Thousand Eight Hundred Thirty-Six and no/100 Dollars (\$3,915,836.00), subject to additions and deductions as provided in the Contract Documents.

§ 4.2 The Contract Sum is based upon the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner:

(State the numbers or other identification of accepted alternates. If the bidding or proposal documents permit the Owner to accept other alternates subsequent to the execution of this Agreement, attach a schedule of such other alternates showing the amount for each and the date when that amount expires.)

Refer to attached Bid Proposal dated April 2015 for the customized list of bid items and pricing generated by the Contractor during the bidding process.

§ 4.3 Unit prices, if any:

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

Item

Not Applicable.

Units and Limitations

Not Applicable.

Price Per Unit (\$0.00)

Not Applicable.

§ 4.4 Allowances included in the Contract Sum, if any:

(Identify allowance and state exclusions, if any, from the allowance price.)

Item

Allowance No. 1: Contingency Allowance

Price

Fifty Thousand and no/100 Dollars (\$50,000.00)

ARTICLE 5 PAYMENTS

§ 5.1 PROGRESS PAYMENTS

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

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

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

Init.

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

§ 5.1.4 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form and supported by such data to substantiate its accuracy as the Architect may require. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 5.1.5 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

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

- .1** Take that portion of the Contract Sum properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the Contract Sum allocated to that portion of the Work in the schedule of values, less retainage of five percent (5%). Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute shall be included as provided in Section 7.3.9 of AIA Document A201™–2007, General Conditions of the Contract for Construction;
- .2** Add that portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction (or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing), less retainage of five percent (5%);
- .3** Subtract the aggregate of previous payments made by the Owner; and
- .4** Subtract amounts, if any, for which the Architect has withheld or nullified a Certificate for Payment as provided in Section 9.5 of AIA Document A201–2007.

§ 5.1.7 The progress payment amount determined in accordance with Section 5.1.6 shall be further modified under the following circumstances:

- .1** Add, upon Substantial Completion of the Work, a sum sufficient to increase the total payments to the full amount of the Contract Sum, less such amounts as the Architect shall determine for incomplete Work, retainage applicable to such work and unsettled claims; and
(Section 9.8.5 of AIA Document A201–2007 requires release of applicable retainage upon Substantial Completion of Work with consent of surety, if any.)
- .2** Add, if final completion of the Work is thereafter materially delayed through no fault of the Contractor, any additional amounts payable in accordance with Section 9.10.3 of AIA Document A201–2007.

§ 5.1.8 Reduction or limitation of retainage, if any, shall be as follows:

(If it is intended, prior to Substantial Completion of the entire Work, to reduce or limit the retainage resulting from the percentages inserted in Sections 5.1.6.1 and 5.1.6.2 above, and this is not explained elsewhere in the Contract Documents, insert here provisions for such reduction or limitation.)

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

§ 5.2 FINAL PAYMENT

§ 5.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

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

§ 5.2.2 The Owner's final payment to the Contractor shall be made no later than 45 days after the issuance of the Architect's final Certificate for Payment, or as follows:

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 INITIAL DECISION MAKER

The Architect will serve as Initial Decision Maker pursuant to Section 15.2 of AIA Document A201–2007, unless the parties appoint below another individual, not a party to this Agreement, to serve as Initial Decision Maker.

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

§ 6.2 BINDING DISPUTE RESOLUTION

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

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

☐ Arbitration pursuant to Section 15.4 of AIA Document A201–2007

☐ Litigation in a court of competent jurisdiction

☐ Other *(Specify)*

ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201–2007.

§ 7.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201–2007.

ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A201–2007 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 8.2 Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

(Insert rate of interest agreed upon, if any.)

%

§ 8.3 The Owner's representative:
(Name, address and other information)

Bill Carberry
Magic Valley Regional Airport
492 Airport Loop
Twin Falls, Idaho 83301

Init.

Phone: (208) 733-5215, Extension 4
Fax: (208) 736-1505
E-mail: bcarberry@twid.org

§ 8.4 The Contractor's representative:
(Name, address and other information)

Jeremy Petersen
Petersen Brothers Construction, Inc.
1920 Highland Avenue East
Twin Falls, Idaho 83301
Phone: (208) 734-6303
Fax: (208) 734-6304
E-mail: jeremy@petersenbroconst.com

§ 8.5 Neither the Owner's nor the Contractor's representative shall be changed without ten days written notice to the other party.

§ 8.6 Other provisions:

None.

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 The Contract Documents, except for Modifications issued after execution of this Agreement, are enumerated in the sections below.

§ 9.1.1 The Agreement is this executed AIA Document A101–2007, Standard Form of Agreement Between Owner and Contractor.

§ 9.1.2 The General Conditions are AIA Document A201–2007, General Conditions of the Contract for Construction.

§ 9.1.3 The Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
Supplementary Conditions	Supplementary General Conditions	03/15	1-12

§ 9.1.4 The Specifications:
(Either list the Specifications here or refer to an exhibit attached to this Agreement.)
Refer to the Table of Contents in the Project Manual dated March 24, 2015.

Section	Title	Date	Pages
---	---	---	---

§ 9.1.5 The Drawings:
(Either list the Drawings here or refer to an exhibit attached to this Agreement.)
Refer to Sheet G0.1 – Title Sheet dated March 24, 2015, of the Drawing Set.

Number	Title	Date
---	---	---

§ 9.1.6 The Addenda, if any:

Number	Date	Pages
Addendum No. 1	04/07/15	16
Addendum No. 2	04/10/15	14

Init.

Addendum No. 3	04/15/15	15
Addendum No. 4	04/17/15	11
Addendum No. 5	04/20/15	1

Portions of Addenda relating to bidding requirements are not part of the Contract Documents unless the bidding requirements are also enumerated in this Article 9.

§ 9.1.7 Additional documents, if any, forming part of the Contract Documents:

- .1** AIA Document E201™–2007, Digital Data Protocol Exhibit, if completed by the parties, or the following:

Refer to the Contracting Documents sections of the Table of Contents of the Project Manual dated March 24, 2015.

- .2** Other documents, if any, listed below:
(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201–2007 provides that bidding requirements such as advertisement or invitation to bid, Instructions to Bidders, sample forms and the Contractor’s bid are not part of the Contract Documents unless enumerated in this Agreement. They should be listed here only if intended to be part of the Contract Documents.)

Restriction on Federal Public Works Projects
Contractor’s Affidavit Concerning Taxes

ARTICLE 10 INSURANCE AND BONDS

The Contractor shall purchase and maintain insurance and provide bonds as set forth in Article 11 of AIA Document A201–2007.

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

Type of insurance or bond

Refer to Article 11 – Insurance and Bonds of the Supplementary General Conditions of the Project Manual dated March 24, 2015.

Limit of liability or bond amount (\$0.00)

Refer to Article 11 – Insurance and Bonds of the Supplementary General Conditions of the Project Manual dated March 24, 2015.

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

OWNER *(Signature)*

Don Hall, Mayor - City of Twin Falls
(Printed name and title)

CONTRACTOR *(Signature)*

Jeremy Petersen, President-CEO
(Printed name and title)

OWNER *(Signature)*

George Urie, Chairman - Twin Falls County Commission
(Printed name and title)

BID PROPOSAL
Magic Valley Regional Airport Terminal Expansion and Remodel
Return In Sealed Envelope

2289-036/037
PBC Bid

TO: CITY OF TWIN FALLS

DATE: Wednesday, April 22, 2015, at 2:00 p.m., local time

Gentlemen:

The Bidder, in compliance with your Advertisement for Bids for construction of Magic Valley Regional Airport - Terminal Expansion and Remodel, having examined the Specifications with related documents and the site of the proposed work, and being familiar with all of the conditions surrounding the construction of the proposed project including the availability of materials and labor, hereby proposes to furnish all labor, materials and supplies, and to provide the service and insurance in accordance with the Contract Documents, within the time set forth therein, and at the prices stated herein. These prices are to cover all expenses incurred in performing the Work required under the Contract Documents, of which this proposal is a part.

Bidder hereby agrees to commence Work under this contract on or before a date to be specified in a written "Notice to Proceed" for all the Work and Project **and the Bidder shall complete the Work including any awarded Alternates for the Project for each phase and Project within the stipulated number of consecutive calendar days as listed below for each phase.** Bidder agrees to pay as liquidated damages, the sum of **three hundred dollars and 00/100 cents (\$300.00)** for each consecutive calendar day thereafter the date of substantial completion listed for each phase as hereinafter provided in Paragraph 9.11.1 of the Supplementary General Conditions.

The project construction phases are as follows:

Phase 1: Construction of temporary walls and facilities to support the relocation of building tenant in preparation for Phase 2 construction. The duration of construction shall be forty-five (45) consecutive calendar days from "Notice to Proceed" to substantial completion and beneficial use of the Phase 1 construction area.

Phase 2: Construction of the new building addition and remodel of the ticket lobby, SkyWest office area and ATO-1 area. The duration of construction shall be one hundred sixty-five (165) consecutive calendar days from the scheduled completion of Phase 1 to substantial completion and beneficial use of the Phase 2 construction area.

Phase 3: Construction of the new TSA office area and south half of the new passenger screening area. The duration of construction shall be forty-five (45) consecutive calendar days from the scheduled completion of Phase 2 to substantial completion and beneficial use of the Phase 3 construction area.

Phase 4: Construction of ATO-3 area and the north half of the passenger screening area. The duration of construction shall be thirty (30) consecutive calendar days from the scheduled completion of Phase 3 to substantial completion and beneficial use of the Phase 5 construction area.

Phase 5: Complete miscellaneous areas of construction to complete the project. The duration of construction shall be fifteen (15) consecutive calendar days from the scheduled completion of Phase 4 to substantial completion and beneficial use of the Phase 5 construction area.

BID PROPOSAL
Magic Valley Regional Airport Terminal Expansion and Remodel
Return In Sealed Envelope

Bidder acknowledges receipt of Addenda No(s). 1, 2, 3, 4, , .

Bidder understands that the Owner reserves the right to reject any or all bids and to waive any informality in the bidding.

The bidder agrees that this bid shall be good and may not be withdrawn for a minimum period of ninety (90) calendar days after the scheduled closing time for receiving bids.

Upon receipt of written notice of the acceptance of this bid, Bidder will execute the formal contract attached within ten (10) calendar working days and deliver Surety Bond or Bonds as required by Article 7 of the Instructions to Bidders including Paragraph 7.1.1. and 7.2.1 of the Supplementary Instructions to Bidders.

Respectfully submitted by,

Bidding Company	Petersen Brothers Construction
Business Address	1920 Highland Avenue East
Business City, State	Twin Falls, Idaho
Idaho Public Works Contractor's License No.	PWC-C-14977-UNLIMITED-3
Signature	
Printed Name	Tim Petersen
Telephone Number	208-734-6303
E-mail Address	tim@petersenbroconst.com
Date	4/22/15 April 22 nd , 2015

Provide local address if different than mailing address.

BID PROPOSAL
Magic Valley Regional Airport Terminal Expansion and Remodel
Return In Sealed Envelope

BID SCHEDULES:

Depending on available funding, the Owner may award one or all of the Bid Schedules below:

BASE BID: Includes all work for the project described in the Project Manual, Drawings and related document, except for work included in Bid Schedule No. 1 through Bid Schedule No. 6.

Bidder agrees to perform all of the Work and Project described in the Project Manual, Drawings, and related documents, for the sum of:

Three million six hundred eighty nine thousand six hundred ninety seven US Dollars

(\$ 3,689,697)

(Amount shall be in both words and figures. In case of discrepancy, the amount shown in words shall govern.)

BID SCHEDULE NO. 1: TSA Managers Office 134B Core and Shell

This scope of work includes the excavation, back fill, concrete foundations, concrete slab on grade, CMU exterior walls, exterior wall finish, roof structure, roof insulation, roof membrane, coping and roof drains. Bidder agrees to perform all of the Work and Project described in the Project Manual, Drawings, and related documents, for the sum of:

Twenty one thousand five hundred nine dollars US Dollars

(\$ 21,509)

(Amount shall be in both words and figures. In case of discrepancy, the amount shown in words shall govern.)

BID SCHEDULE NO. 2: TSA Office Area Tenant Improvement

This scope of work includes all tenant improvement work in the TSA office area including Training Room 134A, Managers Office 134B, Break 134C and Storage 134D. Work includes all new doors, door hardware, windows, interior walls, wall furring, wall insulation, gypsum board wall finishes, all finishes on floors, walls and ceilings, millwork, lighting, power, HVAC, plumbing, communications, access control, and video surveillance systems within the tenant improvement area. All required demolition within the space is included in the Base Bid. Bidder agrees to perform all of the Work and Project described in the Project Manual, Drawings, and related documents, for the sum of:

Fifty eight thousand one hundred sixteen dollars US Dollars

(\$ 58,116)

(Amount shall be in both words and figures. In case of discrepancy, the amount shown in words shall govern.)

BID SCHEDULE NO. 3: ATO-1 (Room No. 137) Tenant Improvement

ATO-1 (Room No. 137) will be constructed as "shell space" with no finishes on the floor, walls or ceiling. Surrounding metal stud walls will be left open with no gypsum board wall finish. The shell space will be ready for future tenant improvement. The wall framing surrounding the space and all required demolition within the space are included in the Base Bid. The scope of work includes the tenant power panel and minimal lighting and HVAC for general building occupancy. Bidder agrees to perform all of the Work and Project described in the Project Manual, Drawings, and related documents, for the sum of:

Nine thousand six hundred twenty nine US Dollars

(\$ 9,629)

(Amount shall be in both words and figures. In case of discrepancy, the amount shown in words shall govern.)

BID PROPOSAL
Magic Valley Regional Airport Terminal Expansion and Remodel
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BID SCHEDULE NO. 4: SkyWest Office Area Tenant Improvement

This scope of work includes all tenant improvement work in Manager's Office 138, Storage/Lockers 139, Break/Operations 140, and Lockers 141. Work includes all new doors, door hardware, interior walls, wall furring, wall insulation, gypsum board wall finishes, all finishes on floors, walls and ceilings, millwork, lighting, power, HVAC, plumbing, communications, and access control systems within the tenant improvement area. The wall framing surrounding the space and all required demolition within the space are included in the Base Bid. Bidder agrees to perform all of the Work and Project described in the Project Manual, Drawings, and related documents, for the sum of:

Forty seven thousand ninety three US Dollars

(\$ 47,093.00)

(Amount shall be in both words and figures. In case of discrepancy, the amount shown in words shall govern.)

BID SCHEDULE NO. 5: ATO-3 (Room No. 142) Tenant Improvement

ATO-3 (Room No. 142) will be constructed as a public conference room. The wall framing surrounding the space and all required demolition within the space are included in the Base Bid. The scope of work includes the entry door and door hardware, floor, wall and ceiling finishes, tenant power panel, lighting, and HVAC. Bidder agrees to perform all of the Work and Project described in the Project Manual, Drawings, and related documents, for the sum of:

Eighteen thousand seven hundred seventy US Dollars

(\$ 18,770.00)

(Amount shall be in both words and figures. In case of discrepancy, the amount shown in words shall govern.)

BID SCHEDULE NO. 6: Comm. Room 152

This scope of work includes the full cost of the building construction contained in Comm. Room 152, including, but not limited to the concrete floor, floor finish, roof, wall finishes, HVAC, lighting, pre-action sprinkler system, power, door, door hardware, access control, server cabinets, patch panel, conduit, and cable tray. Bidder agrees to perform all of the Work and Project described in the Project Manual, Drawings, and related documents, for the sum of:

Twenty One thousand twenty two US Dollars

(\$ 21,022)

(Amount shall be in both words and figures. In case of discrepancy, the amount shown in words shall govern.)

BID PROPOSAL
Magic Valley Regional Airport Terminal Expansion and Remodel
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ALTERNATES:

ALTERNATE NO. 1: Eliminate the new entry canopy at the Arrivals doorway on the south side of the existing terminal building.

Bidder agrees to deduct the Work and Project described in the Project Manual, Drawings, and related documents, for the Alternate No. 1 portion of Work for the sum of:

Fifteen thousand two hundred fifteen US Dollars

(\$ 15,215)

(Amount shall be in both words and figures. In case of discrepancy, the amount shown in words shall govern.)

ALTERNATE NO. 2: Eliminate the new entry canopy at the Departures doorway on the south side of the terminal building addition.

Bidder agrees to deduct the Work and Project described in the Project Manual, Drawings, and related documents, for the Alternate No. 2 portion of Work for the sum of:

Sixteen thousand fifty US Dollars

(\$ 16,050)

(Amount shall be in both words and figures. In case of discrepancy, the amount shown in words shall govern.)

ALTERNATE NO. 3: Eliminate the steel frame sun shade elements above the south exterior windows at the passenger screening area.

Bidder agrees to deduct the Work and Project described in the Project Manual, Drawings, and related documents, for the Alternate No. 3 portion of Work for the sum of:

Twenty one thousand four hundred fifteen US Dollars

(\$ 21,415)

(Amount shall be in both words and figures. In case of discrepancy, the amount shown in words shall govern.)

ALTERNATE NO. 4: Eliminate the steel frame sun shade elements above the south and east exterior windows at the passenger hold room area.

Bidder agrees to deduct the Work and Project described in the Project Manual, Drawings, and related documents, for the Alternate No. 4 portion of Work for the sum of:

Forty two thousand eight hundred fifty five US Dollars

(\$ 42,855)

(Amount shall be in both words and figures. In case of discrepancy, the amount shown in words shall govern.)

ALTERNATE NO. 5: Eliminate the four (4) bar height tables and twenty-four (24) associated bar stools (Furniture Type C2) in the passenger hold room area.

Bidder agrees to deduct the Work and Project described in the Project Manual, Drawings, and related documents, for the Alternate No. 5 portion of Work for the sum of:

Nine thousand five hundred ninety two US Dollars

(\$ 9,592)

(Amount shall be in both words and figures. In case of discrepancy, the amount shown in words shall govern.)

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ALTERNATE NO. 6: Eliminate the anti-fatigue flooring behind the ticket counters in the ticket lobby and replace it with carpet (CPT-2).

Bidder agrees to deduct the Work and Project described in the Project Manual, Drawings, and related documents, for the Alternate No. 6 portion of Work for the sum of:

Sixteen thousand seven hundred nineteen US Dollars

(\$ 16,719)

(Amount shall be in both words and figures. In case of discrepancy, the amount shown in words shall govern.)

ALLOWANCES:

The actual cost expended towards the allowance item by the Contractor shall be administered by the provisions of the Contract; Division 01, "Allowances" and "Contract Modification" and paid (Additive or Deductive) from the Contract amount.

ALLOWANCE No. 1: - Contingency

Fifty Thousand and 00/100 US Dollars (\$50,000.00).

BID AMOUNT SUMMARY:

BASE BID + BID SCHEDULE NO. 1 THRU BID SCHEDULE NO. 6 + ALLOWANCE NO. 1

Sum together the individual prices for Base Bid + Bid Schedule No. 1 through Bid Schedule No. 6 + Allowance No. 1 and indicate in the space provided below:

Three million nine hundred fifteen thousand eight hundred thirty six US Dollars

(\$ 3,915,836)

(Amount shall be in both words and figures. In case of discrepancy, the amount shown in words shall govern.)

121,846

BID PROPOSAL
Magic Valley Regional Airport Terminal Expansion and Remodel
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The City of Twin Falls and County of Twin Falls (Owner) reserves the right to accept or reject any and all bids.

(Provide seal above - if bid is by a corporation)

NOTE: Bidder shall submit original and copy of entire Bid Proposal.

Prior to Bid Opening, the Contractor, subcontractors, and specialty contractors shall be licensed as Public Works Contractors in accordance with the Idaho Public Works License Act 54-1901.

Pursuant to Section 67-2310, 54-1901 and 54-1902, Idaho Code, names and addresses of subcontractors to whom Work will be awarded, if the undersigned is awarded the contract, are as indicated below:

Subcontractors

As required by Idaho Codes 54-1902 and 67-2310 the following list includes the names, addresses, Idaho Public Works License number and the percentage of project in dollars for all Subcontractors. Failure to name subcontractor (if used) for plumbing, heating, air-conditioning and electrical as required by said Section 67-2310 will render any bid submitted by a general Contractor unresponsive and void.

If contractor is to perform ANY of the subcontractor functions, then they MUST list themselves in the section

ELECTRICAL

<u>Name</u>	<u>Address</u>	<u>Idaho Public Works Contractor's License No.</u>	<u>Insurance (Yes or No)</u>	<u>Electrician License</u>
<u>Gietzen Electric Inc</u>	<u>125 9th Ave South</u>	<u>PWC-C-10965-A-4</u>	<u>Yes</u>	<u>ELE-C-1798</u>
	<u>PO Box 467 Buhl ID</u>			
	<u>83316</u>			

HVAC

<u>Name</u>	<u>Address</u>	<u>Idaho Public Works Contractor's License No.</u>	<u>Insurance (Yes or No)</u>	<u>HVAC License</u>
<u>American Mechanical</u>	<u>106 S. 43rd Ave Ste 104</u>	<u>16216-C-4</u>	<u>Yes</u>	<u>HVC-C-3479</u>
	<u>Caldwell, Idaho</u>			

BID PROPOSAL
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PLUMBING

<u>Name</u>	<u>Address</u>	<u>Idaho Public Works Contractor's License No.</u>	<u>Insurance (Yes or No)</u>	<u>Plumbing License</u>
<u>Paige Mechanical Group</u>	<u>4662 Henry Street</u>	<u>PWC-C-16671-AAA</u>	<u>Yes</u>	<u>PLB-C-9876</u>
	<u>Boise Idaho 83709</u>			

Other Vendors Comments:

END OF BID PROPOSAL

BUY AMERICAN CERTIFICATION

The contractor agrees to comply with 49 USC § 50101, which provides that Federal funds may not be obligated unless all steel and manufactured goods used in AIP-funded projects are produced in the United States, unless the FAA has issued a waiver for the product; the product is listed as an Excepted Article, Material Or Supply in Federal Acquisition Regulation subpart 25.108; or is included in the FAA Nationwide Buy American Waivers Issued list.

A bidder or offeror must submit the appropriate Buy America certification (below) with all bids or offers on AIP funded projects. Bids or offers that are not accompanied by a completed Buy America certification must be rejected as nonresponsive.

Type of Certification is based on Type of Project:

There are two types of Buy American certifications.

- For projects for a facility, the Certificate of Compliance Based on Total Facility (Terminal or Building Project) must be submitted.
- For all other projects, the Certificate of Compliance Based on Equipment and Materials Used on the Project (Non-building construction projects such as runway or roadway construction; or equipment acquisition projects) must be submitted.

Certificate of Buy American Compliance for Total Facility

(Buildings such as Terminal, SRE, ARFF, etc.)

As a matter of bid responsiveness, the bidder or offeror must complete, sign, date, and submit this certification statement with their proposal. The bidder or offeror must indicate how they intend to comply with 49 USC § 50101 by selecting one of the following certification statements. These statements are mutually exclusive. Bidder must select one or the other (i.e. not both) by inserting a checkmark (✓) or the letter "X".

☐ Bidder or offeror hereby certifies that it will comply with 49 USC. 50101 by:

- a) Only installing steel and manufactured products produced in the United States; or
- b) Installing manufactured products for which the FAA has issued a waiver as indicated by inclusion on the current FAA Nationwide Buy American Waivers Issued listing; or
- c) Installing products listed as an Excepted Article, Material or Supply in Federal Acquisition Regulation Subpart 25.108.

By selecting this certification statement, the bidder or offeror agrees:

- 1. To provide to the Owner evidence that documents the source and origin of the steel and manufactured product.
- 2. To faithfully comply with providing US domestic products
- 3. To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.

☒ The bidder or offeror hereby certifies it cannot comply with the 100% Buy American Preferences of 49 USC § 50101(a) but may qualify for either a Type 3 or Type 4 waiver under 49 USC § 50101(b). By selecting this certification statement, the apparent bidder or offeror with the apparent low bid agrees:

- 1. To submit to the Owner within 15 calendar days of the bid opening, a formal waiver request and required documentation that support the type of waiver being requested.
- 2. That failure to submit the required documentation within the specified timeframe is cause for a non-responsive determination may results in rejection of the proposal.
- 3. To faithfully comply with providing US domestic products at or above the approved US domestic content percentage as approved by the FAA.
- 4. To furnish US domestic product for any waiver request that the FAA rejects.
- 5. To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.

Required Documentation

Type 3 Waiver - The cost of components and subcomponents produced in the United States is more that 60% of the cost of all components and subcomponents of the "facility". The required documentation for a type 3 waiver is:

- a) Listing of all manufactured products that are not comprised of 100% US domestic content (Excludes products listed on the FAA Nationwide Buy American Waivers Issued listing and products excluded by Federal Acquisition Regulation Subpart 25.108; products of unknown origin must be considered as non-domestic products in their entirety)
- b) Cost of non-domestic components and subcomponents, excluding labor costs associated with final assembly and installation at project location.
- c) Percentage of non-domestic component and subcomponent cost as compared to total "facility" component and subcomponent costs, excluding labor costs associated with final assembly and installation at project location.

Type 4 Waiver – Total cost of project using US domestic source product exceeds the total project cost using non-domestic product by 25%. The required documentation for a type 4 of waiver is:

- a) Detailed cost information for total project using US domestic product
- b) Detailed cost information for total project using non-domestic product

False Statements: Per 49 USC § 47126, this certification concerns a matter within the jurisdiction of the Federal Aviation Administration and the making of a false, fictitious or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code.

4/22/15
Date


Signature

Petersen Brothers Construction
Company Name

Senior Project Manager
Title

Certificate of Buy American Compliance for Manufactured Products

(Non-building construction projects, equipment acquisition projects)

As a matter of bid responsiveness, the bidder or offeror must complete, sign, date, and submit this certification statement with their proposal. The bidder or offeror must indicate how they intend to comply with 49 USC § 50101 by selecting one on the following certification statements. These statements are mutually exclusive. Bidder must select one or the other (not both) by inserting a checkmark (✓) or the letter "X".

☐ Bidder or offeror hereby certifies that it will comply with 49 USC § 50101 by:

- a) Only installing steel and manufactured products produced in the United States, or;
- b) Installing manufactured products for which the FAA has issued a waiver as indicated by inclusion on the current FAA Nationwide Buy American Waivers Issued listing, or;
- c) Installing products listed as an Excepted Article, Material or Supply in Federal Acquisition Regulation Subpart 25.108.

By selecting this certification statement, the bidder or offeror agrees:

1. To provide to the Owner evidence that documents the source and origin of the steel and manufactured product.
2. To faithfully comply with providing US domestic product
3. To furnish US domestic product for any waiver request that the FAA rejects
4. To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.

☒ The bidder or offeror hereby certifies it cannot comply with the 100% Buy American Preferences of 49 USC § 50101(a) but may qualify for either a Type 3 or Type 4 waiver under 49 USC § 50101(b). By selecting this certification statement, the apparent bidder or offeror with the apparent low bid agrees:

1. To submit to the Owner within 15 calendar days of the bid opening, a formal waiver request and required documentation that support the type of waiver being requested.
2. That failure to submit the required documentation within the specified timeframe is cause for a non-responsive determination may result in rejection of the proposal.
3. To faithfully comply with providing US domestic products at or above the approved US domestic content percentage as approved by the FAA.
4. To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.

Required Documentation

Type 3 Waiver - The cost of the item components and subcomponents produced in the United States is more than 60% of the cost of all components and subcomponents of the "item". The required documentation for a type 3 waiver is:

- a) Listing of all product components and subcomponents that are not comprised of 100% US domestic content (Excludes products listed on the FAA Nationwide Buy American Waivers Issued listing and products excluded by Federal Acquisition Regulation Subpart 25.108; products of unknown origin must be considered as non-domestic products in their entirety)
- b) Cost of non-domestic components and subcomponents, excluding labor costs associated with final assembly at place of manufacture.
- c) Percentage of non-domestic component and subcomponent cost as compared to total "item" component and subcomponent costs, excluding labor costs associated with final assembly at place of manufacture.

Type 4 Waiver – Total cost of project using US domestic source product exceeds the total project cost using non-domestic product by 25%. The required documentation for a type 4 of waiver is:

- a) Detailed cost information for total project using US domestic product
- b) Detailed cost information for total project using non-domestic product

False Statements: Per 49 USC § 47126, this certification concerns a matter within the jurisdiction of the Federal Aviation Administration and the making of a false, fictitious or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code.

4/22/15
Date


Signature

Petersen Brothers Construction
Company Name

Senior Project Manager
Title

END OF BUY AMERICAN CERTIFICATION

THE AMERICAN INSTITUTE OF ARCHITECTS



AIA Document A310

Bid Bond

Bond No. N/A

KNOW ALL MEN BY THESE PRESENTS, that we
Petersen Brothers Construction, Inc
1920 Highland Avenue East
Twin Falls, CA 83301

(Here insert full name and address or legal title of Contractor)

as Principal, hereinafter called the Principal, and

United Fire & Casualty Company

a corporation duly organized under the laws of the State of IOWA as Surety, hereinafter called the Surety, are held and firmly bound unto City of Twin Falls
321 Second Avenue East, Twin Falls, CA 83301

(Here insert full name and address or legal title of Owner)

as Obligee, hereinafter called the Obligee, in the sum of (5%) Five percent of the attached bid amount
(5% of bid amount) for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for
Magic Valley Regional Airport Terminal Expansion and Remodel

(Here insert full name, address and description of project)

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed on April 1, 2015

Tom Palled
(Witness)

Petersen Brothers Construction, Inc
(Principal) (Seal)

(Title)

United Fire & Casualty Company

(Surety)

(Seal)

Andrea Tang
(Witness)

(Title) Stephanie Hoang

, Attorney-in-Fact

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached and not the truthfulness, accuracy, or validity of that document.

State of California)

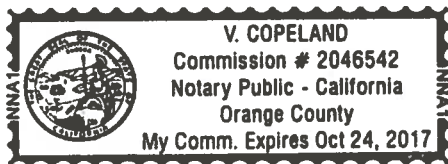
County of Orange)

On 4/1/15 before me, V. Copeland, Notary Public,

personally appeared Stephanie Hoang

Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that ~~he/she/they~~ executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



Place Notary Seal Above

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: [Signature]
Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could present fraudulent and reattachment of this form to another document.

Description of Attached Document

Type or Title of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: Stephanie Hoang

- ☐ Individual
☐ Corporate Officer – Title(s): _____
☐ Partner: ☐ Limited ☐ General
☒ Attorney in Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____

Signer Is Representing: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

- ☐ Individual
☐ Corporate Officer – Title(s): _____
☐ Partner: ☐ Limited ☐ General
☐ Attorney in Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____

Signer Is Representing: _____



UNITED FIRE & CASUALTY COMPANY, CEDAR RAPIDS, IA
UNITED FIRE & INDEMNITY COMPANY, GALVESTON, TX
FINANCIAL PACIFIC INSURANCE COMPANY, ROCKLIN, CA
CERTIFIED COPY OF POWER OF ATTORNEY

Inquiries: Surety Department
118 Second Ave SE
Cedar Rapids, IA 52401

(original on file at Home Office of Company – See Certification)

KNOW ALL PERSONS BY THESE PRESENTS, That UNITED FIRE & CASUALTY COMPANY, a corporation duly organized and existing under the laws of the State of Iowa; UNITED FIRE & INDEMNITY COMPANY, a corporation duly organized and existing under the laws of the State of Texas; and FINANCIAL PACIFIC INSURANCE COMPANY, a corporation duly organized and existing under the laws of the State of California (herein collectively called the Companies), and having their corporate headquarters in Cedar Rapids, State of Iowa, does make, constitute and appoint JENNIFER GREER OF MERIDIAN, ID; OR ERIC LOWEY, OR MARK RICHARDSON, OR STEPHANIE HOANG, OR SHAWN BLUME, ALL INDIVIDUALLY of COSTA MESA CA

their true and lawful Attorney(s)-in-Fact with power and authority hereby conferred to sign, seal and execute in its behalf all lawful bonds, undertakings and other obligatory instruments of similar nature provided that no single obligation shall exceed \$50,000,000.00 and to bind the Companies thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of the Companies and all of the acts of said Attorney, pursuant to the authority hereby given and hereby ratified and confirmed.

The Authority hereby granted is continuous and shall remain in full force and effect until revoked by UNITED FIRE & CASUALTY COMPANY, UNITED FIRE & INDEMNITY COMPANY, AND FINANCIAL PACIFIC INSURANCE COMPANY.

This Power of Attorney is made and executed pursuant to and by authority of the following bylaw duly adopted on May 15, 2013, by the Boards of Directors of UNITED FIRE & CASUALTY COMPANY, UNITED FIRE & INDEMNITY COMPANY, and FINANCIAL PACIFIC INSURANCE COMPANY.

“Article VI – Surety Bonds and Undertakings”

Section 2, Appointment of Attorney-in-Fact. “The President or any Vice President, or any other officer of the Companies may, from time to time, appoint by written certificates attorneys-in-fact to act in behalf of the Companies in the execution of policies of insurance, bonds, undertakings and other obligatory instruments of like nature. The signature of any officer authorized hereby, and the Corporate seal, may be affixed by facsimile to any power of attorney or special power of attorney or certification of either authorized hereby; such signature and seal, when so used, being adopted by the Companies as the original signature of such officer and the original seal of the Companies, to be valid and binding upon the Companies with the same force and effect as though manually affixed. Such attorneys-in-fact, subject to the limitations set forth in their respective certificates of authority shall have full power to bind the Companies by their signature and execution of any such instruments and to attach the seal of the Companies thereto. The President or any Vice President, the Board of Directors or any other officer of the Companies may at any time revoke all power and authority previously given to any attorney-in-fact.



IN WITNESS WHEREOF, the COMPANIES have each caused these presents to be signed by its vice president and its corporate seal to be hereto affixed this 7th day of August, 2014

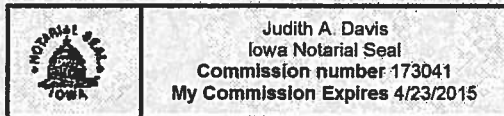
UNITED FIRE & CASUALTY COMPANY
UNITED FIRE & INDEMNITY COMPANY
FINANCIAL PACIFIC INSURANCE COMPANY

By: *Dennis J. Richmann* Vice President

State of Iowa, County of Linn, ss:

On 7th day of August, 2014, before me personally came Dennis J. Richmann

to me known, who being by me duly sworn, did depose and say; that he resides in Cedar Rapids, State of Iowa; that he is a Vice President of UNITED FIRE & CASUALTY COMPANY, a Vice President of UNITED FIRE & INDEMNITY COMPANY, and a Vice President of FINANCIAL PACIFIC INSURANCE COMPANY the corporations described in and which executed the above instrument; that he knows the seal of said corporations; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporations and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporations.



Judith A. Davis Notary Public
My commission expires: 4/23/2015

I, David A. Lange, Secretary of UNITED FIRE & CASUALTY COMPANY and Assistant Secretary of UNITED FIRE & INDEMNITY COMPANY, and Assistant Secretary of FINANCIAL PACIFIC INSURANCE COMPANY, do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Section of the bylaws and resolutions of said Corporations as set forth in said Power of Attorney, with the ORIGINALS ON FILE IN THE HOME OFFICE OF SAID CORPORATIONS, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

In testimony whereof I have hereunto subscribed my name and affixed the corporate seal of the said Corporations
this 1st day of April, 2015.



By: *David A. Lange*

Secretary, UF&C
Assistant Secretary, UF&I/FPIC



July 27th, 2015 City Council Meeting

To: Honorable Mayor and City Council

From: Bill Carberry, Airport Manager

Request: Consideration of the Airport Advisory Board Recommendation to Select JUB Engineering as Joslin Field's Engineer for FAA Airport Improvement Projects.

Time Estimate: 5-10 minutes with additional time for questions

Background: To maintain compliance with the requirements set forth by the Federal Aviation Administration (FAA), the airport advertised a Request for Qualifications (RFQ) for statements of qualifications (SOQ) from engineering firms interested in providing service to the airport for upcoming FAA Airport Improvement Projects (AIP). The FAA, based on an RFQ selection process, allows for an airport to utilize a consulting engineer's services for a period lasting up to five years. The last airport engineering selection process was August of 2010. The selection process does not bind the airport to the selected firm, but rather waives the need for the airport to issue requests for qualifications for each project if the contracted firm has been selected within the last five years. The negotiation process is still utilized for each projects engineering contract and backed by the independent fee estimate requirement of the FAA for engineering contracts in excess of \$100,000.

The Airport followed the procedures for the selection process as outlined in the *FAA Advisory Circular 150/5100-14E, Architectural, Engineering and Planning Consultant Services for Airport Grant Projects*. Steps in the selection process include: determining the scope of services anticipated over a five year period (5yr CIP), establish a review board, development of selection criteria, advertising the RFQ, board review of submittals, interviews, and recommendation to the City Council. The FAA Project Manager was also consulted throughout the process.

The City received 2 SOQ responses to the RFQ from interested airport engineering firms. Firms responding included: JUB Engineering and Riedesel Engineering. Both of the responding firms provided qualifications meeting the criteria of the RFQ advertisement and were invited to interview with the Airport Board.

Interviews were held Tuesday, July 7th during a regularly scheduled public airport board meeting. Both of the engineering firms provided excellent interviews, yet after careful consideration, the Board voted 5-0 (1 abstention) to recommend JUB be selected by the City Council to be the engineering firm to assist the airport with FAA engineering projects for the next 5-year period. Although the vote was 5-0, all of the scoring was very close. The Board felt both firms were of the highest caliber, however, the consensus was that JUB possessed a more comprehensive vision of the airport's future direction and greater capabilities to help the airport move forward.

Budget Impact: The Airport's consulting engineer is contracted for FAA projects funded at 93.75% by the FAA. Also, the airport's consulting engineer provides significant assistance regarding funding strategies for needed FAA eligible projects. The actual selection process for the airport engineer does not have any impact to the budget.

Regulatory Impact: The FAA requires airport sponsors to make a selection for Airport Engineering at least every 5 years; the requirement will be met through this selection process.

Conclusion: On behalf of the Airport Board, Staff would like to express appreciation to Riedesel Engineering for its dedicated service to the airport over the years.

Staff recommends the City Council's concurrence with the Airport Boards recommendation to select JUB as the airport's consulting engineer for FAA projects.

Attachments:

Airport Engineering Request for Qualifications

JUB Statement of Qualifications

Riedesel Engineering Statement of Qualification

Sample Interview Evaluation Form

REQUEST FOR QUALIFICATIONS BY THE
CITY OF TWIN FALLS
FOR ARCHITECTURAL/ENGINEERING SERVICES FOR JOSLIN FIELD, MAGIC
VALLEY REGIONAL AIRPORT

ISSUED: May 14, 2015

The City of Twin Falls (the City) is issuing this Request for Qualifications (RFQ) for architectural/engineering services (Services) for Joslin Field, Magic Valley Regional Airport (the Airport). The projects are anticipated to be funded in part by the Federal Aviation Administration (FAA), State of Idaho Aeronautics Division and the City. The City will retain the services of a consultant for a period of up to five (5) years to provide professional engineering, surveying, testing, land acquisition services, FAA grant preparation and administration assistance and construction inspection for airport related projects.

The City will receive Statements of Qualifications from parties interested in providing the Services until 3:00 p.m. on Thursday, June 4th, 2015 (the Deadline). All Statements of Qualifications must be received by the City at its physical location, 321 2nd Avenue East, Twin Falls, ID 83301 or the mailing address, PO Box 1907, Twin Falls, ID 83303, Attention: Sharon Bryan, Deputy City Clerk, at or before the Deadline. The City will not consider Statements of Qualifications received after the Deadline.

Each Statement of Qualifications must be placed inside a sealed envelope or package, and the outside of the envelope or package must be marked with the wording: "Statement of Qualifications for Architectural/Engineering Services." The outside of the envelope or package must also state the name(s) of the Respondent(s).

Information for Respondents relating to this RFQ is on file and open for public inspection at the Airport. The Information for Respondents contains a copy of this Request for Qualifications, General Information for Respondents, General Requirements for Statements of Qualifications, Information Required from Respondents and Criteria for Selection. A copy of the Information for Respondents may be obtained by contacting the airport management office as follows:

Physical Address:

Joslin Field, Magic Valley Regional Airport
492 Airport Loop
Twin Falls, ID 83301

Mailing Address:

City of Twin Falls
Joslin Field, Magic Valley Regional Airport
P.O. Box 1907
Twin Falls, ID 83303

E-mail bcarberry@tfid.org
Facsimile No.: 208-736-1505
Telephone No.: 208-733-5215

The City will negotiate a contract with the Respondent determined by the City in its sole discretion to be best qualified to perform the Services. Prior to selection, the City may request certain Respondents to make presentations or provide additional information to a Selection Committee. The City reserves the right to reject any and all Statements of Qualifications for any reason at any time prior to execution of an Agreement with the Respondent selected by the City to perform the Services; to waive any and all informalities in the process; and to extend the period of time for the acceptance of Statements of Qualifications in its sole discretion.

William Carberry
Airport Manager

Publish: May 14, 2015
Times News
Idaho Statesman

PART 1 - GENERAL INFORMATION FOR RESPONDENTS

- 1.1. **Issuer:** The City of Twin Falls. This Request for Statements of Qualifications ("RFQ") is issued by the City of Twin Falls. The City operates Joslin Field, Magic Valley Regional Airport, a commercial service airport located in Twin Falls County, Idaho.
- 1.2 **City's Project Manager.** William Carberry, Airport Manager, is the Project Manager for the City in connection with this RFQ. All questions regarding this RFQ must be directed to the Project Manager. The Project Manager may be contacted as follows:

Joslin Field, Magic Valley Regional Airport
P.O. Box 1907
Twin Falls, ID 83303
Telephone No.: 208-733-5215
Facsimile No.: 208-736-1505
E-Mail bcarberry@tfid.org
Attention: William Carberry, Airport Manager

- 1.3. **Purpose of RFQ.** The City is requesting Statements of Qualifications to retain the services of a qualified consultant for architectural/engineering services (the "Services") at the Airport in accordance with United States Department of Transportation, Federal Aviation Administration ("FAA") Advisory Circular 150/5100-14E (including current Changes) and other applicable FAA rules, regulations and guidance. The City will retain the services of a consultant for a period of up to five (5) years to provide airport planning, professional engineering, surveying, testing, land acquisition services, FAA grant preparation and administration assistance, and construction inspection for airport-related projects. Types of projects may include, but will not necessarily be limited to, the following:
 - 1.3.1. Runway, taxiway, taxi lane and apron construction, reconstruction, and rehabilitation.
 - 1.3.2. Access Roads, Parking Lots Construction, Reconstruction & Rehabilitation.
 - 1.3.3. Lighting, signing, and NAVAID upgrades.
 - 1.3.4. Equipment procurement.
 - 1.3.5. Pavement Management Program update.
 - 1.3.6. Buildings and related facilities.
 - 1.3.7. Security equipment and enhancements.
 - 1.3.8. Incidental airport planning, environmental studies, AGIS surveys and related work.
 - 1.3.9. Land Acquisition
- 1.4. **Selection Process.** The City will use a qualifications-based selection procedure for selection of the Consultant.

The City of Twin Falls will be reviewing proposals. Proposals will be ranked on qualifications and the City may choose to interview several of the top ranked firms. However, at its sole discretion the city may dispense with interviews and select a firm to perform the work. Selection committees will be established by the City of Twin Falls. The City may perform independent evaluations and/or make independent recommendations to their perspective governing body. It is the City's intent to negotiate a contract, refine the scope of work, fees, schedule, etc. with the preferred firm. If unable to reach an agreement, the City may terminate negotiations and commence with the second ranked firm, and so forth.

The City reserves the right to reject any and all proposals solely at their respective discretions.

The City of Twin Falls expects to evaluate proposals and provide written notification of the short listed firms within 30 days of receipt of proposals. If interviews are held, they will be scheduled within 2 weeks of the short list notification.

PART 2 - GENERAL REQUIREMENTS FOR STATEMENTS OF QUALIFICATIONS.

- 2.1. **Deadline.** The City must receive statements of Qualifications no later than 3:00 p.m. on Thursday, June 4th, 2015 (the "Deadline"). All Statements of Qualifications must be received by the City at its physical location, 321 2nd Avenue East, Twin Falls, ID 83301 or the mailing address, PO Box 1907, Twin Falls, ID 83303, Attention: Sharon Bryan, Deputy City Clerk, at or before the Deadline. The City will deem Statements of Qualifications received after the Deadline non-responsive and will reject all late-received Statements of Qualifications without review. The opening of any Statement of Qualifications does not constitute acceptance of such Respondent as a responsible, qualified Respondent. Statements of Qualifications may be personally delivered or sent by mail or overnight courier service or by other means selected by a Respondent. Each Respondent bears all risk of ensuring that its Statement of Qualifications is actually received by Sharon Bryan, Deputy City Clerk prior to the Deadline.
- 2.2. **Copies to be Provided.** Each Respondent must submit ten (10) paper copies of its Statement of Qualifications to the City. In addition, each Respondent must submit one (1) copy of its entire Statement of Qualifications (including all attachments and exhibits) in digital format. The digital copy of the Statement of Qualifications must be submitted on CD-ROM or other generally available storage media in Adobe *.pdf format. All ten (10) paper copies and the digital copy of the Proposal must be enclosed in a sealed envelope or package, the outside of which must be marked with the wording: "Statement of Qualifications for Architectural/Engineering Services." The outside of the envelope or package must also state the name of the Respondent. Emailed Submittals will not be accepted.
- 2.3. **Statement Must Be Signed.** Each Respondent must sign at least one (1) original of its Statement of Qualifications, certifying the truth of the statements and representations made in the Statement of Qualifications.

- 2.4. **Representations of Respondent.** Each Respondent, by submitting a Statement of Qualifications, represents that (i) it has read and understands the Information for Respondents, (ii) it is familiar with the conditions under and the purpose for which the Services will be performed, (iii) it is knowledgeable of and has fully complied with and, if selected by the Airport, will fully comply with all federal, state and local laws, ordinances, rules and regulations that in any manner affect the Services or Respondent's performance of the Services.
- 2.5. **Investigations.** The City reserves the right to make any and all investigations as it deems necessary to establish the competency of any Respondent to perform the Services. If, upon investigation, evidence of competency is not satisfactory in the Airport's sole judgment, the City reserves the right to reject the Respondent.
- 2.6. **Rejection of Statements of Qualifications.** The City reserves the right, in its sole discretion, to reject any and all Statements of Qualifications and to waive any technicality, informality or irregularity in any Statement of Qualifications received for any reason at any time prior to entering into a contract to perform the Services. Without limiting the foregoing, the City specifically reserves the right to reject a Statement of Qualifications if the Respondent fails to furnish the data required by this Information to Respondents or if the Statement of Qualifications is in any way incomplete or irregular.
- 2.7. **Agreement Subject to Granting Agency Requirements.** All or a part of the costs of the Services will be paid or reimbursed by the FAA under the Airport Improvement Program. In addition to any other requirements of law, the Agreement will be subject to any applicable requirements of the FAA.
- 2.8. **Costs Incurred By the Respondent Prior to Execution of an Agreement and Notice to Proceed.** The City shall not be liable for any costs incurred by any Respondent in preparation of its Statement of Qualifications. Further, the City shall not be liable for any costs incurred by the selected Respondent in the course of negotiation of the Agreement.
- 2.9. **Nondiscrimination.** By submitting a Statement of Qualifications in response to this RFQ, each Respondent agrees that it understands that the City is an equal opportunity employer. It is the policy of the City to comply with all applicable portions of 49 CFR Part 21 (Title VI of the Civil Rights Act of 1964) which prohibits unlawful discrimination based on race, color, creed, sex, age, national origin, physical handicap, or disability. The Agreement will require that the Consultant (and all subcontractors) represent and warrant to the City that it (and they) will comply with all applicable provisions of 49 CFR Part 21 and all other laws, rules and regulations prohibiting discrimination.

PART 3 - INFORMATION REQUIRED FROM RESPONDENTS

- 3.1. **Required Information.** To be selected, a Statement of Qualifications must demonstrate that the Respondent is highly qualified by expertise and experience to perform the Services. A Statement of Qualifications should emphasize the Respondent's qualifications and experience regarding all aspects of the Services. This includes familiarization with FAA Advisory Circulars and the FAA construction process. At a minimum, all of the following information **MUST** be furnished by each Respondent as part of its Statement of Qualifications. The information provided must be complete and accurate. Any omission,

inaccuracy, or misstatement may be cause for rejection of the Proposal.

Submittals shall be brief and concise and limited to a total of no more than 30 pages not including cover pages, introductory letters and table of contents. Submittals will be evaluated by the below-listed criteria. They should be organized and identified in the same order.

3.1.1. Identification of Respondent.

- (i) Full, correct, legal name and type of business entity of Respondent, and, if applicable, the Respondent's state of incorporation or organization.
- (ii) Address (street and mailing) of Respondent.
- (iii) Name of Respondent's representative for purposes of notice or other communications regarding the Proposal. If the address of Respondent or name of Respondent's representative for purposes of notice or other communications regarding the Agreement will be different from the above, such other address or name must be provided.
- (iv) Telephone and facsimile numbers and email address for Respondent and, if different, for Respondent's representative regarding the Statement of Qualifications and the Agreement.

3.1.2. Qualifications. Capability and experience to perform all or most aspects of the project.

- (i) Recent successful experience in capital projects comparable to the proposed project. Describe only relevant experience for which individuals currently employed by the firm have managed, and only that experience which involved personnel to be assigned to this project. This item includes demonstrated ability to meet schedules or deadlines, and demonstrated past performance to complete projects without significant cost escalations or overruns. Demonstrate project understanding, potential problems and owner's special concerns.
- (ii) Provide a list of all current projects, as well as any which have been completed in the last three (3) years. Identify the starting and completion dates, if applicable, for each. List the sponsor's name, the name of a contact person and telephone number where the project was completed or is currently being performed.
- (iii) Key personnel's professional background and qualifications. Extent of participation in project(s) by key personnel.
- (iv) Experience and qualifications of your firm in complying with the requirements of the FAA AIP grant program, as well as familiarization with FAA Advisory Circulars, FAA standards, and the FAA process.
- (v) Qualifications and experience of sub-consultants who may participate in the

project. Please identify the portions of the project anticipated to be performed (in part) by sub-consultants.

- (vi) Capability of a branch office that will do the work to perform independently of the home office, or conversely, to obtain necessary support from the home office.
- (vii) Evidence that the consultant has established and implemented an Affirmative Action Program (see note in Selection section below).
- (viii) A statement, if applicable, setting forth the following: for all contracts of Respondent or any subsidiary, parent or affiliate of Respondent for services similar to the Services that have been terminated either voluntarily or involuntarily prior to the expiration of their respective terms during the past five (5) years, the name, location and address of the other party(ies) to said contracts, if any, and the date(s) of termination; the name and address of the surety and date of any forfeited or canceled sureties or bonds within the past five (5) years; a detailed description of any judgments and any pending or threatened lawsuits related in any way to Respondent or any wholly-owned subsidiary, parent or affiliate of Respondent for work or services similar to the Services during the past five (5) years; and a description, date of filing and address of court for any petition in bankruptcy filed by or against Respondent or any wholly-owned subsidiary, parent or affiliate of Respondent during the past five (5) years.
- (ix) Any other information the Respondent wishes to submit to the City for consideration in evaluating the Respondent's Statement of Qualifications.

PART 4 - CRITERIA FOR SELECTION

- 4.1. **Process.** The selection process shall be in accordance with FAA Advisory Circular (AC) 150/5100-14E, Architectural, Engineering, and Planning Consultant Services for Airport Grant Projects. Additionally, contracts will be subject to the provisions of Executive Order 11246 (affirmative Action to Ensure Equal Employment Opportunity) and to the provisions of Department of Transportation Regulations 49 CFR Part 30 (Foreign Trade Department of Transportation Regulations 49 CFR Part 26 Disadvantaged Business Enterprise Participation and 49 CFR Part 30 (Foreign Trade Restriction Clause).
- 4.2. **Selection Criteria.** The City will use a qualifications-based selection procedure for selection of the Consultant. Under no circumstances are Statements of Qualifications to include fee or cost estimates for any or all of the Services. All Statements of Qualifications received before the Deadline will be reviewed and evaluated by the City.

Submittals shall be ranked based upon the following criteria and relative importance (as may be supplemented by secondary selection criteria) as applied by the Selection Committee to the material in the required submittals:

- (i) Capability to perform all or most aspects for the project, and provide consultant services as may become necessary to the Joslin Field, Magic Valley Regional Airport. (15%)

- (ii) Recent experience in airport projects comparable to the proposed projects and experience with the FAA (Northwest Mountain Region and the Helena ADO). (15%)
- (iii) Evidence that the consultant has established and implemented an Affirmative Action Program, and the consultant has experience in DBE requirements associated with Federal grants. (5%)
- (iv) Key personnel's professional background/reputation and successful relevant experience. (10%)
- (v) Demonstrated ability to meet schedules or deadlines, and to complete projects without having major cost escalations, overruns, or disputed claims. (10%)
- (vi) Quality of projects previously undertaken. (10%)
- (vii) Familiarity with the project(s) and the Joslin Field, Magic Valley Regional Airport and an understanding of the project(s) potential problems and owner's special concerns. (20%) (See attached 5 year FAA Airport Capital Improvement Plan)
- (viii) Capability to furnish qualified inspectors with FAA project experience for construction inspection. (5%)
- (ix) Demonstrated capability to properly administer projects funded by the Federal Aviation Administration (references and examples). (10%)

City of Twin Falls, Idaho

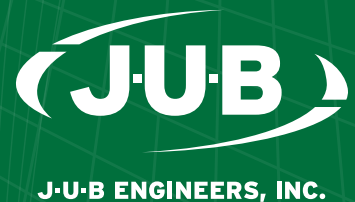
Joslin Field- Magic Valley Regional Airport



Statement of Qualifications for Architectural/Engineering Services



Submitted by



June 4, 2015



June 4, 2015

Joslin Field, Magic Valley Regional Airport
321 2nd Avenue East
Twin Falls, ID 83301

ATTN: Ms. Sharon Bryan, Deputy City Clerk

RE: **Statement of Qualifications for Architectural/Engineering Services**

Mr. Carberry and Members of the Selection Committee:

Joslin Field, Magic Valley Regional Airport seeks an engineering team who can successfully complete engineering services including cost effective design, planning, and construction management. It is important that your Engineer partner with the Owner to protect and expand upon the investment that has been made in the facilities and infrastructure at the Airport. The goal of our team is to provide quality service to the Airport, to provide a quality infrastructure for the users, to promote new business growth, and to foster a continued funding stream for your Airport's future projects. **J-U-B ENGINEERS, Inc. (J-U-B) is that consultant.** By selecting the J-U-B team, the Airport will receive the following benefits:

- ➔ **Knowledge of the Airport**—Our Project Manager Kent Atkin, P.E. has developed 26 years of working knowledge at Joslin Field. Kent started working on the airfield in 1988 by fueling and helping to maintain aircraft for the Fixed Base Operator (AVI). He obtained his private pilot's license at Joslin Field in 1989, and he has been working as a Professional Engineer on the airfield for the past 15 years. Tom Lemenager, P.E. is also familiar with the Airport as he led the design of the recent successful apron and runway rehabilitation projects. Both individuals have worked closely with Airport staff, the Advisory Board, Airport users, and the City to complete successful projects at Joslin Field.
- ➔ **Unsurpassed Local Knowledge and Location**—J-U-B is an Idaho-based engineering firm that has been working in Idaho since 1954, and in Twin Falls since 1971. We have a comprehensive understanding of local issues that affect the Airport and the surrounding community. J-U-B's office in Twin Falls is only 14 minutes from the Airport. This location will afford key team members the ability to provide prompt, responsive service for all of your needs.
- ➔ **Strong Project Management Team**—Our Project Manager, Kent Atkin, P.E., has 15 years of aviation and construction experience. Kent has successfully completed four FAA Airport Improvement Projects (AIP's) and three locally-funded airfield projects at the Airport. Kent offers a comprehensive knowledge of the Joslin Field that no other airport engineer can provide. In addition, Kent offers a local pilot's perspective, which provides a unique awareness of the facilities at the Airport. Tom Lemenager, P.E., our Quality Control/Quality Assurance Manager has more than 32 years of uninterrupted airfield experience, as well as a working familiarity with Magic Valley Regional Airport. In addition, these gentlemen will be supported from our Boise office by J.D. Heithoff, P.E. with his 25 years of experience and Toby Epler, P.E. with his 13 years of experience.

- ➔ **Understanding the Future and Ongoing Projects**—Kent has a thorough understanding of the Airport’s current and future projects. He has been an integral part of the preliminary discussions relating to the development of the crosswind runway, has been coordinating with FedEx for the possible significant expansion of their facilities, and has been involved in the preliminary discussions regarding what it would take to develop the Northeastern portion of the Airport. Kent also worked closely with Ricondo & Associates during the completion of the Master Plan and ALP Update that was completed in 2012. Kent has worked closely with the FAA and Bill Carberry with the development of the Airport’s Capital Improvement Plan (CIP). Through his CIP involvement, Kent has a thorough understanding of the scope, cost and schedule of the proposed projects planned at the Airport for the next five years.
- ➔ **Full-service Aviation Experience**—The J-U-B team offers a full range of in-house aviation services including aviation planning, funding, environmental, surveying, structural, project design, AGIS, public involvement, construction administration, and grant closeout. Our in-house expertise provides the Airport with multiple cost-effective resources to meet your needs.
- ➔ **Quality Subconsultants**—J-U-B has teamed with the following members to provide Magic Valley Regional Airport with a top notch team that combines local knowledge and superior qualifications with airport projects:
- **Kimley Horn and Associates** will provide their nationally-recognized skills for NAVAIDs, lighting, signing, and other electrical needs.
 - **CSHQA** and Martin Hahle will provide any architectural needs for the airport. CSHQA is currently leading the renovations of the Airport terminal.
 - **Ricondo & Associates** will provide the resources necessary to address air service development, Business Development Plans, and other related planning services. Jason Apt, who is familiar with Joslin Field, will provide assistance with these important specialty areas.
 - **STRATA**, utilizing Charles Vance of their Twin Falls office, will provide the geotechnical investigations and Quality Assurance materials testing services.
- ➔ **Experience with the FAA and Twin Falls**—The J-U-B team has in-depth experience working with multiple FAA Airport District Offices (ADO) including the Helena ADO. In fact, Tom Lemenager has a 25-year history working with Helena ADO Manager Dave Stelling; as well as a 19 year relationship with Bill Statham, ITD Aeronautics’ Project Manager. In addition, J-U-B has a long-standing working history with both the City and the County of Twin Falls, Idaho.

Through our team’s keen understanding of the Airport, our strong team of specialists, and our recent experience with similar projects, we are confident that the J-U-B team will be your best choice to serve the Joslin Field, Magic Valley Regional Airport

Sincerely,

J-U-B ENGINEERS, Inc.



M. Kent Atkin, P.E.
Project Manager

p 208-733-2414
e katkin@jub.com



Chuck A. Larson, P.E.
Principal-in-Charge

p 801-886-9052
e cal@jub.com

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CAPABILITY TO PERFORM ALL ASPECTS OF AIRPORT WORK

The list of potential projects that Joslin Field, Magic Valley Regional Airport (Joslin Field) is considering will require a consultant team that has a diverse range of capabilities. With this in mind, we developed our J-U-B Project Team. J-U-B has been providing airport design and construction engineering, planning, and environmental services in this region for over 40 years. Our team is well versed in airport work, from planning and preliminary design to final design and construction administration. We have the proven ability to provide all of the consulting services required to successfully complete your Airport projects from start to finish.

J-U-B does not simply focus on the individual projects. We work with our clients constantly to look at the bigger picture, to identify solutions to their everyday challenges, and to build a long-lasting professional relationship. **Our goal is to become a professional resource that you can count on to provide you accurate information, in a timely manner, and with your best interests in mind.**

In addition to our aviation expertise, J-U-B offers a broad range of civil engineering services in-house that may apply to your projects, including roadway and pavement design, environmental permitting, public involvement, utilities, and stormwater management.

As the many project examples described later in this proposal will attest, J-U-B has been successful in many airport projects that are similar to those planned for Joslin Field.

Our extensive experience includes...

Engineering

- Airfield Pavement Construction, Rehabilitation and Reconstruction
- Taxiway and Apron Pavements
- Runway and Taxiway Extensions
- Terminal and Access Roads
- Hangar Area Development
- Pavement Maintenance
- Safety Area Improvements
- Landscape Improvements
- Surface and Subsurface Drainage Improvements
- Land-side and Air-side Parking Facilities
- Runway and Taxiway Lighting Systems
- Surveying and Mapping
- Construction Engineering
- Fueling and Wash-Down Facilities
- Industrial and Commercial Developments
- Lighted and Unlighted Sign Systems
- Security Improvements
- NAVAID Installations and Relocations
- Land Acquisition Services
- Terminal Facilities
- ARFF and SRE Facilities
- Equipment Procurement

Planning

- Airport Layout Plans and Master Planning
- GPS Approach Feasibility Analyses
- Aviation System Planning
- Pavement Maintenance Plans
- Airport Site Evaluations and Selection
- Heliport Planning
- Land Use Planning
- Financial Analyses
- Public Involvement
- AGIS/eALP Pilot

Environmental

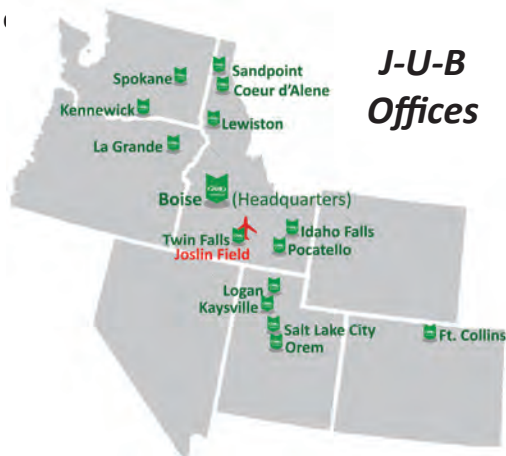
- Wetland Delineations and Permitting
- Biological Assessments
- Categorical Exclusion Reports
- Environmental Assessments/EIS Documents
- Noise Modeling

About J-U-B

J-U-B ENGINEERS, Inc. (J-U-B) was founded in 1954 as a full-service civil engineering firm, providing innovative ideas and responsible engineering services to public agencies and private industry throughout the Intermountain Northwest. J-U-B's 290+ employees—including 20+ in-house aviation professionals—work as a team.

J-U-B's aviation professionals are experienced and have provided a wide array of airport planning, design, engineering, equipment procurement, and construction administration services for more than 40 years.

J-U-B is an Idaho-based firm with headquarters in Boise. We have expertise located in other offices throughout Idaho, Utah, Oregon, Washington, and Colorado to put our key staff close to our clients in those areas. Engineers and staff specialists in each office provide immediate hands-on assistance to their local



One of our key Idaho offices is located in Twin Falls, just minutes from your Airport. Kent Atkin, P.E. and his primary support staff are located in this office. Additional staff or expertise is just a phone call or an e-mail away, as all the offices are linked by a single high-speed computer network. Projects such as the Hankins five million gallon Water Storage Tank, the Arsenic Blending Booster Pump Station, the Wastewater Collection System Model and Master Plan, the South Water System / Blue Lakes Supply Improvement Project, and the Auger Falls Heritage

Park Project are just a few projects where J-U-B has worked in Twin Falls to improve the community.

J-U-B's Airport Team

For each project, J-U-B assigns skilled staff specialists to form a specific project team. Team members share their combined skills and expertise to provide efficient, cost-effective answers to project needs. The team works under the direction of our assigned Project Manager, who is responsible for achieving the project goals and meeting expectations. Our project team meets on a regular basis to review assignments and discuss overall progress, as well as develop solutions to project challenges.

All team members are given full company support and equipment to stay at the top of their profession and expertise. Our Airport Group focuses their careers on airports, as well as understanding FAA Policies and Procedures. This means that we are always abreast of any changes and ready to efficiently move projects forward.

J-U-B supports our clients during all phases of construction to enable the successful implementation of our designs and the realization of our clients' visions. We can provide all your construction observation needs from our Twin Falls office—saving the Airport time and money.

I-I. RECENT SUCCESSFUL EXPERIENCE IN CAPITAL PROJECTS

The airports and their associated projects detailed below represent a sampling of J-U-B's recent successful experience in capital projects comparable to the project(s) that are listed in the Joslin Field, Magic Valley Regional Airport's Capital Improvement Plan.

Presented in Section II is a table that summarizes the J-U-B team's other recent project experience relevant to the engineering services you seek for your Airport.

Joslin Field, Magic Valley Regional Airport

Location—Twin Falls, ID

Sponsor—City of Twin Falls/Twin Falls County

Contact—Bill Carberry, Airport Manager,
208-733-5215, bcarberry@tfid.org



The following projects for Joslin Field were designed and managed by J-U-B team members Kent Atkin and Tom Lemenager prior to their employment with J-U-B.

2014 Terminal Building Modification

Kent Atkin provided assistance to Airport staff during the first stages of scope development and project approach for the terminal rehabilitation project. His assistance led to soliciting input from terminal design professionals and hiring CSHQA to conduct a feasibility study that identified the needed modifications and funding options, as well as contracting with CSHQA to provide the project design.



Terminal Building

He was also involved in coordinating and assisting with the City, CSHQA, FAA, and the Ricondo staff, in maintaining an open line of communication between the design team and the key participating agencies.

2013 Runway 8-26 Pavement Rehabilitation, and Terminal Apron/Taxilane Construction

Key J-U-B team members Tom Lemenager and Kent Atkin managed and designed the \$3.5 million project. The project consisted of two primary goals. The first goal included rehabilitating the primary Runway 7-25 and a portion of the general aviation apron originally constructed in 2009. Due to magnetic variations the designation for Runway 7-25 needed to be changed to Runway 8/26. This change prompted alterations to airfield signs and repainting of pavement markings along with associated coordination with FAA Flight Services Divisions.

The existing Runway 7-25 had a 13 year-old Porous Friction Course that needed rehabilitation. It also had markings that had been painted over during numerous occasions in its life that needed to be removed. Multiple options were considered for rehabilitating the runway surface and removing and repainting the buildup of pavement markings. After extensive coordination with FAA pavement engineers, a Modification to Standards was written recommending a polymerized fog seal with sand for the rehabilitation of the runway. Following extensive research to find the best method to remove the existing markings and not negatively affect the existing surface, a water blasting method for paint was used.

During construction, friction testing was required to verify that braking action was not affected by the seal coat application. A light sand application with the polymerized fog seal was used to meet the friction values required on the runway.

I-1. RECENT SUCCESSFUL EXPERIENCE IN CAPITAL PROJECTS



Runway Pavement Rehabilitation

The project design and construction was completed within schedule and within budget.

The second goal of this project was to address the aging apron and taxiway pavements showing signs of subgrade failure. The terminal apron had been in place since the 1970s. The continual loading of transport aircraft had caused severe rutting to the commercial apron asphalt. Alligator cracking had created Foreign Object Debris (FOD) problems for jet traffic. The existing valley gutter between the terminal building and the aircraft parking location was making passenger access difficult. This was especially critical for passengers with disabilities. Several taxiways and the apron located near the self-serve fuel island were in need of reconstruction.

Concrete pavement was constructed to mitigate the rutting caused by the continual loading of the commercial airliners and helicopter landings. Since it was not financially feasible to construct the entire project out of concrete, two concrete pads were strategically located to accommodate the traffic. The terminal apron concrete placement was designed using a method called white topping. Six to eight inches of existing asphalt was removed and the concrete was placed on top of the remaining asphalt. The method required a minimum of six inches of asphalt to remain in place beneath the new concrete. The concrete pad for the helicopter landing was designed using a more traditional approach.

Trench drains were installed to collect storm water in front of the terminal which replaced the existing valley gutter. The trench drains allowed more flexibility in grading the apron and removed water from the surface preventing icing in the winter.

Full depth reconstruction was provided at multiple taxiway locations (approximately 59,000 square feet) and also the apron near the self-serve fueling station (200,000 square feet). On the south half of the apron a mill and overlay method was used since the existing pavement section met frost and strength requirements.

Since numerous users were impacted by this project, construction phasing and coordination was critical. During design, a phasing plan was developed to keep Airport businesses in operation, while providing the Contractor areas to work at all times. The phasing satisfied the users and reduced construction costs because it did not inconvenience the Contractor.

The project was funded using FAA entitlement and discretionary dollars. The project was divided into several bidding schedules in order that the maximum amount of work could be awarded.

The low bid submitted by Western Construction was nearly \$500,000 below the engineer's estimate and \$800,000 lower than the second bidder. Even though bids were opened in June, the FAA was not able to issue grants until September. This caused an inconvenience to the project because the late fall start would force the project work into adverse winter weather. Despite the long delay, the Contractor honored his bid and actually reduced the working days from 120 to 60 allowing a completion of the entire project prior to winter. Our Project Manager Kent Atkin negotiated the change order with the Contractor and the FAA that allowed these changes to be made at a minimal cost to the Airport.

Mountain Home Municipal Airport

Location—Mountain Home, ID

Sponsor—City of Mountain Home

Contact—Wayne Shepherd,
Public Works Director, 208-587-2108,
wayneshepherd@mountain-home.us



2014 Runway 10-28 Reconstruction and Parallel Taxiway Rehabilitation

Key J-U-B team personnel were involved with this \$3 million project. The asphaltic surface for both the runway and parallel taxiway had deteriorated to the point that it could no longer be maintained by traditional methods. The existing pavement had large cracks and was showing signs of instability. The slurry sealed surface was beginning to spall from the existing asphalt surface creating foreign object debris (FOD). Geotechnical tests showed the existing base and subbase course to be of poor quality. Rehabilitation of the asphalt was required to repair the surface and provide a safe situation for aircraft operations. The Airport received a FAA grant to complete the design portion of the project. The runway was designed for full-depth reconstruction due to lack of frost protection of the existing aggregate section which also showed signs of instability.

The existing aggregate section on the parallel taxiway proved to be adequate for frost protection and strength requirements. The parallel taxiway was designed for asphalt removal and replacement and recompaction of the existing aggregate base section. Additional base course material was added to the parallel taxiway base to raise grades to allow the existing taxiway shoulders and edge lights to comply with FAA grading requirements. A three-inch asphalt section was designed. Grading of the existing infield areas was included to help promote drainage, to comply with FAA safety area grading requirements, and to construct a new subsurface stormwater system.

Following the project design and the start of construction, the FAA changed their design standards for taxiway layout and geometric configuration. The FAA requested that the previous design be updated to reflect the new standards. Updates were fast-tracked to meet an accelerated bidding time frame. The condensed schedule was requested by FAA to assist in procuring discretionary funding early in the fiscal year. The project was bid in early spring and construction began in the summer. J-U-B worked closely with the FAA and ITD Aeronautics to help secure additional state apportionment funding for the project, so all portions of the project could be constructed. The project was completed on time and under budget.



The project was highlighted as a success by the Idaho Division of Aeronautics and the project received an Excellence Award from the FAA Northwest Mountain Region during the 2015 Airports Conference.

Tri-Cities Regional Airport

Location—Pasco, WA

Sponsor—Port of Pasco

Contact—Ron Foraker, Director of Airports,
509-547-6352 rforaker@portofpasco.org



2014-2015 Parallel Taxiway D Rehabilitation

This \$8.35 million project consists of the design and construction to realign the parallel taxiway including the southeast 5,300 foot section and to rehabilitate the northwest 2,100 foot section at the Airport. Construction is scheduled to take 210 working days and will be completed in 2015.

The first portion of the project includes the realignment of Taxiway D which decreases the current runway centerline to taxiway centerline separation of Runway 12-30 from 750-feet to 400-feet, the minimum required by the FAA for facilities accommodating ADG-III and IV aircraft. The realignment will eliminate an existing jog in the taxiway alignment and will allow more room for the expansion of the Terminal building. The design includes the addition of one 90-degree connecting taxiway and one high-speed exit taxiway to expedite aircraft exiting the runway. The 17-inch pavement section includes six inches of P-209 crushed aggregate base, seven inches of P-304 cement treated base and four inches of P-401 bituminous asphalt.



Taxiway D Rehabilitation

The project also includes two new apron connectors, sign installation and relocation, markings, and installation of an underdrain system. Existing Taxiway D lighting will be upgraded with LED fixtures. In addition, a Reimbursable Agreement was executed with the FAA to relocate the existing Very High Frequency Omnidirectional Range Collocated with Distance Measuring Equipment (VOR/DME).

The high speed connector has been designed to replace the 90-degree Taxiway F. This change resulted because both the existing and future design aircraft (Boeing 727-200 and 757-200) require approximately 5,000 feet to decelerate to 37 mph from touchdown. Additionally, the location of the new connector brings it outside of the middle third of the existing runway and in a more advantageous position for the future extension of Runway 12-30 to the northeast.

The second portion of the project involves the rehabilitation of approximately 2,100 feet of Taxiway D. The center 60-feet of the 75-foot wide taxiway pavement will be milled to a depth of four inches then receive a subsequent asphalt pavement overlay. The thinner existing pavement and cement treated base located on each side of the taxiway will be completely removed and replaced with a full-depth pavement section comprised of base-rock, cement treated base, and four inches of asphalt.

Shoulders will also be constructed in this section of the project. The existing underdrain system and drywells will be preserved and new LED taxiway lights will be installed.

2013 Master Plan and ALP Update

J-U-B assisted in the development of a Master Plan Update, including the Airport Layout Plans. J-U-B's involvement included data collection, surveys, mapping, facility evaluation, environmental, and preparation of the ALP sheets. Key highlights of the plan included substantial expansion of the terminal Building, parking areas, and terminal access road, realignment of Taxiway D, and expansion of the terminal apron to accommodate future terminal modifications.



2013 Master Plan and ALP Update

J-U-B also developed a GIS mapping system in anticipation of the FAA airport GIS requirements and to provide the airport with accurate existing conditions data based on the recently completed aerial mapping and surveying. The GIS mapping system will be a tool for the staff and engineers to use in monitoring and expanding the assets management of the airport facilities.

J-U-B's environmental staff conducted baseline biological and wetlands studies for the airport and proposed CIP improvements. This data was instrumental in allowing the FAA to clear the next three key projects on the Master Plan with limited additional environmental documentation.

J-U-B assisted the Airport in development of a 20-year CIP and a five-year FAA ACIP based on the Master Plan proposed improvements.

2013 Land Acquisition

J-U-B assisted the Port of Pasco in the acquisition of 35 acres off the end of Runway 12. J-U-B assisted the Port with the acquisition of the property with surveys, appraisals, review appraisals, Phase 1 environmental audit and negotiations.

2012-2013 Runway 12 Rehabilitation and Taxiway D1 Pavement Maintenance

The project included the design and construction of the pavement rehabilitation (mill and overlay) of a portion of Runway 12, pavement maintenance on a portion of Taxiway D1, electrical modifications in the terminal building, signing modifications, drainage improvements, and pavement markings on all taxiway pavements. Approximately 3,400-feet of Runway 12 and Taxiways D and F were rehabilitated through a four-inch mill and asphalt overlay operation. To minimize impacts to operations, the construction started in the latter part of the summer when airport operation numbers tend to be lower. Phasing was established such that there was never a time when major construction activity was taking place on both sides of Runway 3L-21R at any given time.

This eliminated the need for any Runway 3L-21R crossing by the contractor and subsequently reduced the possibility of a contractor-related runway incursion while keeping the primary runway operational throughout the summer.

2013 SRE and ARFF Vehicle Procurement

J-U-B developed procurement specifications and contract documents for bidding a 1,500-gallon Air Rescue and Fire Fighting (ARFF) Vehicle and snow removal equipment (SRE) vehicle procurement.



2013 ARFF Vehicle Procurement

I-II. ABILITY TO MEET SCHEDULES WITHOUT COST ESCALATION

Funds available for airport capital improvement projects have been impacted by economic conditions over the last several years. More than ever, your projects will need to be carefully prioritized and budgeted. Once funding is secured, you should feel confident that your project is being actively managed to deliver the project that you want and deserve within budget.

Controlling Design Budget

Communication is a key component to the success of any project. One of the first steps will be to meet with the Airport Manager, funding agencies (such as the FAA and ITD Aeronautics), and key staff in a scoping meeting to establish the level of effort and to verify assumptions and expectations for the project. This initial line of communication is critical to make sure our negotiated fees meet your expectations and that you will be confident and comfortable with the scope of work and budget of each project.

J-U-B uses Deltek Vision® resource management software to develop budgets and implement cost control for our projects. We have nearly instant access to costs for projects similar to the types of projects you are contemplating. This, in combination with our past airport engineering experience and initial scoping meeting with your staff, allows us to know what J-U-B resources are required in order to successfully complete your projects. This way, neither you nor J-U-B will be “surprised” should extra costs be required during the course of the project.

Meeting Your Project Schedule Needs

J-U-B communicates status with regular phone calls and e-mail updates, as well as monthly written project updates that include:

- ➔ Tasks completed during the previous month
- ➔ Items or information needed from you to proceed with the project or individual project tasks

- ➔ Progress completed on current task items
- ➔ Items that will or may affect project schedule, scope or cost of a project

Our Project Manager, Kent Atkin, will be in frequent communication with all of our technical leads to determine resource scheduling and availability. Kent will attend airport advisory board meetings to review project schedules and budgets, discuss key topics and unresolved items, or just to bring everybody up to date with each project’s current status.

Construction Budgeting and Costs

Establishing realistic construction budgets is critical to the success of any project. Last minute bid opening “surprises” that exceed the project budget amount can create significant project delays and can negatively impact the airport’s financial ability to construct projects.

Therefore, we focus on providing well defined and detailed construction documents that place a high emphasis on constructability and accurate computations for construction quantities. These plans are then reviewed by our internal construction engineering group, who have extensive experience in constructing airport facilities in accordance with FAA standards and specifications. Our design and construction personnel brainstorm to identify potential constructability issues and ways to mitigate those challenges in the design plans prior to bidding.

The end result is a set of construction documents that reduces risk not only to the airport owner, but also to the Contractor, resulting in reduced bid contingencies while helping to minimize potential change orders.

The following page depicts recent projects completed by J-U-B in chart form. The chart provides contract dollar completion, as well as compliance with contract schedules.

J-U-B and Staff History of Budget Control and Schedule Compliance

PROJECT INFORMATION		FINANCIAL/SCHEDULE					
Date	Project Name	Approved Construction Contract	Final Construction Costs	% of Construction Budget	Approved Contract Time (Days)	Final Contract Time (Days)	% of Contract Time
Battle Mountain Airport, Battle Mountain, NV							
2012	Apron Reconstruction and Lighting (Phase 1)	\$1,275,555.00	\$1,223,163.25	95.9%	30	32	106.7%
Caldwell Industrial Airport, Caldwell, ID							
2013	Rehabilitate Runway 12-30, P. Taxiways and Terminal Apron	\$247,953.00	\$245,339.00	98.9%	15	8	53.3%
2013	Extend P. Taxiway "A", Taxiway "C" and Adjoining C. Taxiway	\$24,747.00	\$24,747.00	100.0%	30	30	100.0%
2012	Rehabilitate West Apron, Taxiways, and Taxilanes	\$302,908.00	\$296,932.00	98.0%	15	15	100.0%
2012	Expand T. Apron, Construct C. Taxiway, and Extend P. Taxiway "B"	\$87,044.00	\$87,044.00	100.0%	45	45	100.0%
Mountain Home Municipal Airport, Mountain Home, ID							
2014	Runway 10-28 Reconstruction and P. Taxiway Mill and Overlay	\$2,919,561.00	\$2,889,533.00	99.0%	102	94	92.2%
Ontario Municipal Airport, Ontario, OR							
2013	Reconstruct Taxilanes, Construct Taxilane, and Rehabilitate Rotating Beacon	\$686,283.00	\$675,195.00	98.4%	44	44	100.0%
2011	Rehabilitate Runway 14-32 and P. Taxiway, Reconstruct and Expand Apron and Lighting	\$4,460,647.00	\$4,455,919.00	99.9%	138	137	99.3%
Prosser Airport, Port of Benton, WA							
2013	AWOS-I Installation Project	\$131,184.86	\$131,184.87	100.0%	50	50	100.0%
Pullman-Moscow Regional Airport, Pullman, WA							
2014	Airport Repeater	\$567,000.00	\$564,000.00	99.5%	35	35	100.0%
2012	Runway 6/24 Overlay	\$1,739,055.00	\$1,492,967.00	85.8%	40	40	100.0%
Richland Airport, Port of Benton, WA							
2014	Runway 8-26 Obstruction Mitigation	\$99,160.49	Ongoing	N/A	10	10	100.0%
2013	Perimeter Fencing Installation	\$178,321.37	\$182,708.12	102.5%	35	35	100.0%
Sandpoint Municipal Airport, Sandpoint, ID							
2014	Runway 1-19 Rehabilitation	\$314,331.00	\$317,168.00	100.9%	12	12	100.0%
Tri-Cities Airport, Port of Pasco, WA							
2014	Regulator Room Relocation	\$401,384.00	\$398,504.00	99.3%	75	75	100.0%
2013	SRE and ARFF Vehicle Procurement	\$485,805.00	\$485,805.00	100.0%	240	240	100.0%
2012-2013	Sand Storage Building	\$248,155.00	\$250,285.00	100.9%	45	45	100.0%
2012-2013	Runway 12 Rehabilitation and Taxiway D1 Pavement Maintenance	\$2,817,545.05	\$2,846,258.63	101.0%	81	71	87.7%
Walla Walla Regional Airport, Walla Walla, WA							
2012-2013	General Aviation Apron and Ramp Rehabilitation	\$3,467,872.00	\$3,590,697.00	103.5%	122	121	99.2%
Weiser Municipal Airport, Weiser, ID							
2013	Rehabilitate Apron, Parallel Taxiway, Taxilanes, and Beacon	\$159,322.00	\$155,078.00	97.3%	10	9	90.0%

I-III. PROJECT UNDERSTANDING



Airport History

The Twin Falls Airport opened in February 1948 when West Coast Airlines began commercial service activities at the existing site. The City and County of Twin Falls entered into a joint service agreement on December 10, 1968, establishing co-ownership of the Airport. Currently the facility is operated, maintained, and managed by the City. Over the last 67 years, the Airport has grown into an extremely valuable asset not only to the City and County - but also to the region. The reason for the positive growth can be attributed to the progressive leadership and vision by the management of the facilities. J-U-B's team of qualified, experienced, and local professionals is looking forward to assisting Twin Falls and the Airport staff with accomplishing your vision for the future.

The airfield and its facilities serves a wide variety of aviation users including: passenger services, air cargo companies, general aviation interests, agricultural spraying services, military operations, and BLM operations. These have been the major business components at the Airport for the past 50 years. While companies such as Horizon Air and Allegiant Air provided service to the community in the past, Delta Airlines has been a mainstay at the Airport providing air service for over 30 years.

As a result of a broad spectrum of aircraft operations and services at the Airport, significant economic benefit has been realized by the region. An economic impact study was conducted for the Airport as a portion of the 2010 Idaho System Plan. In terms of economic activity, Twin Falls ranks fourth among commercial airports in the State of Idaho. The plan determined that 719 people are employed due to the existence of the Airport, resulting in a payroll that exceeds \$22 million annually. The total economic activity, which takes into account the dollars generated on-Airport and indirectly through off-Airport activity, was determined to be \$71.1 million annually for the local economy.

Moving Forward

Recently, Delta changed aircraft from a 30 passenger turbo prop airplane to a 50 passenger regional jet. The increase in the number of seats in the aircraft, however, was offset by a reduction in the number of flights from three per day to two flights per day. Originally, the change to regional jet service was viewed as a positive step. However, the reduction to two flights a day caused the Airport's business community to voice concern regarding travel schedules and connectivity with other markets. The Airport has recently teamed with the local Chamber of Commerce and the Southern Idaho Economic Development group to work with Delta on reestablishing a third flight. On May 15, 2015, Delta announced the addition of a third flight to their schedule to Twin Falls. The addition of the flight is partly in conjunction with the reduction of Delta flights to Hailey/Sun Valley Idaho due to a significant construction project at that airport. However, if the community and businesses in and around Twin Falls can support and show the need for the continuance of the third flight, then Delta might maintain the third flight. This potential expansion of service underscores the importance of the recent Terminal Building Modifications that are ready to get underway at the Airport.

Over the past five to ten years, the Airport has focused on pavement rehabilitation, equipment procurement, the construction of a new Snow Removal Equipment (SRE) building, and reconstructing the Terminal and General Aviation aprons. As a result of the paving projects and a commitment to airfield operations, the Airport has preserved and maintained safe and reliable pavements and facilities for the users.

Terminal Improvements

The improved infrastructure and other airfield improvements have allowed the Airport to turn its attention to other needs - including the long awaited rehabilitation and upgrade of the existing terminal building. Though a terminal rehabilitation was completed in 1997, the terrorist activities of September 11, 2001 caused a major change in terminal requirements related to security. The new requirements, which were mandated by the Department of Homeland Security via the Transportation Security Administration (TSA), created deficiencies with respect to meeting all of the new requirements for security. Following September 11th, the Airport was able to manage security changes by providing short term adjustments including moving walls to provide adequate space for TSA offices and activities. The new terminal improvements, which are scheduled to commence in 2015, include the introduction of a new 8,000 square foot TSA screening facility, new hold rooms, and related amenities including restrooms in the passenger holding area. Other terminal improvements include the expansion of the ticket lobby and airline counter.

The Airport planned for the remodel by budgeting \$2.9 million for the project.



Existing Terminal

When bids were opened, project costs were \$1.2 million in excess of the budgeted amount. Recent plans to arbitrate this cost include the use of 2016 FAA Entitlement funds and approximately \$830,000 of FAA National Discretionary funds. Construction is currently scheduled to be completed in 2017.

Future Northeast Commercial Development

Another recent development at the Airport involves a future air cargo facility. The facility will require direct airfield operational area access for aircraft as well as roadway access. The investment cost is estimated to be \$8,000,000 and will include a customer drop off office, a truck loading dock, and a sorting facility with the ability to directly load aircraft. This development will change the configuration of the entire northeast portion of the Airport by encompassing approximately three acres with a 15,000 square foot building, public access, and parking. Airside access will require taxiways that are designed for C-III Airport Reference Code (ARC) aircraft standards. For all practical purposes, there appears to be only one area remaining on the existing airport that can satisfy the requirements for this development. That area is located east of the SRE building. J-U-B created a preliminary site plan including quantities to reach out to local and national developers and contractors to promote this development.

Unfortunately, the current Airport Layout Plan (ALP) does not address the proposed site or the necessary access roadways or taxiways. An updated ALP will be required by the FAA so that funding may be obtained to fund these necessary improvements. In addition, Environmental Studies will need to be completed for the taxiway extensions, apron construction, roadways, and land acquisition. J-U-B has in-house personnel who can accomplish these in an expedient manner for the Airport.

Another existing airport user has likewise expressed potential interest in expanding their current operations into the same Northeast location of the airport. This potential conflict reveals the need for the Airport to address the continued and future demand for development at the airport.



Capital Improvement Projects

As a result of the unexpected terminal and developmental costs, the existing Airport's Capital Improvement Plan (CIP) will need to be adjusted. Projects to be included and updated in the CIP include constructing taxiways, pavement rehabilitation of Taxiway "A", constructing a new connecting taxiway from Taxiway "L" to Taxiway "A", extending Taxiway "L" to Taxiway "A-1", constructing a cross-wind runway, acquiring land for storm water retention; and acquiring snow removal and ARFF equipment.



East Development

These projects are all very important to the Airport and should rank high on the FAA's project priorities. The projects described below are currently listed on the Airport's 20-year Capital Improvement Plan (CIP) and are highlighted on a map on the previous page of this proposal for reference. Development demands and the terminal rehabilitation will have a huge impact on the updated CIP as it evolves over the next five years.

Rehabilitate Taxiway "A" From Runway 30 to Runway 26

This project involves the rehabilitation of 4,500 linear feet of Taxiway "A" from the edge of Runway 30 to Runway 26. Taxiway "A" is one the last remaining pavement sections at the Airport with a low Pavement Condition Index (PCI) value. The section is showing signs of weathering, oxidation and block cracking. While block cracking is a sign of aging asphalt, it is not typically related to a poor or failing subgrade. However, the cracking is undoubtedly allowing water to enter the subgrade.



Terminal Area

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

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

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

Additional design considerations include the following:

Construct Connecting Taxiway

The existing parallel taxiway grades will need to be analyzed at the location where a future short connecting taxiway is to be constructed near the existing BLM facility between Taxiways “L” and “A”. This taxiway would provide important congestion relief in the area where Spur Aviation, Rob Green, Precision Aviation, Ron Miller’s Avionics Shop, and Reeder’s have continued to experience movement delays. In order for the future taxiway to meet FAA longitudinal grade limitations, the parallel taxiway may need to be raised at the intersection with Taxiway “A”.



Existing FBO

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

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

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



Taxiway “A”

Maintain the Existing 75-foot Width

The Airport is interested in maintaining the existing 75 foot width of Taxiway “A”. Since FAA criteria for the design aircraft that uses the taxiway is only 50 feet, the challenge for the design team will be to prove that it is more cost effective to rehabilitate the existing width than it would be remove 25 feet of the existing pavement, relocate edge lighting, relocate signage, and the associated grading. In the past, J-U-B personnel have successfully justified to the FAA to allow wider than standard pavement for both runways and taxiways. Our personnel will use their experience on this issue to provide justification to the FAA that it is more cost effective to leave the asphalt width at the existing 75 foot width.

Airport Layout Plan (ALP) Update

An ALP update is needed to depict the development of the northeast portion of the airport including the potential future air cargo facility. The update will address planned security fencing, an access road, the extension of Taxiway “L”, utilities, and the construction of a new C-III taxiway access to facilitate this expansion. The plan will also need to show the acquisition of 13 acres of land known as the Reeder Property and the realignment of Taxiway “A” for the reasons noted above.

J-U-B personnel have been involved in the preliminary study of the C-III taxiway configuration needed to convey aircraft from the current FedEx complex to the existing runways. Our team has also been involved in planning an access road that will eventually tie Airport Loop Boulevard to Blue Lakes Boulevard.

This previous planning gives the J-U-B team knowledge which will be critical to both the narrative and drawing portions of the study.



Tower and Apron

The ALP will help identify the potential areas to develop new commercial and industrial sites on the Airport. It will designate various sized hangar development locations that include landside and airside access for each. The study will also identify areas where the existing BLM facility could expand their facilities in the future.

The team at J-U-B has performed ALP updates to provide commercial and industrial hangar developments at multiple locations in the past including: Logan-Cache Airport, Richland Airport, Prosser Airport, Caldwell Airport, Nampa Airport, and Tri-Cities Airport.

Environmental and Design for Taxiway “L” and Access Road

This study is linked to the development of the northeast section of the airport and the associated expansions previously described. Emphasis will be placed on specific upcoming projects including the expansion of Taxiway “L”. It would be cost effective to expand the study to include the entire future air cargo complex, associated and ultimate access road, the connecting taxiway, and the Reeder property.

Even though approximately 50 percent of the study area has previously been disturbed by construction or farming operations, items remain that might require minor arbitration in order to receive the desired Categorical Exclusion (CATEX) or FONSI from the FAA.

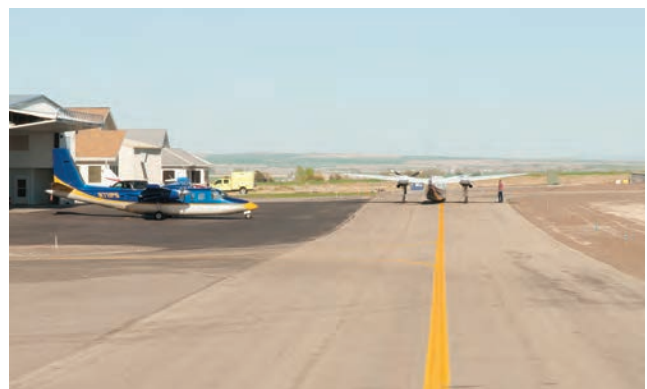
Environmental concerns include possible wetlands associated with the Highline Canal and coordinating with the State Historical Preservation Office (SHPO) concerning an old farming site that may contain artifacts.

J-U-B’s in-house team of environmental and wildlife specialists perform environmental studies for the vast majority of our projects. Their familiarity with FAA procedures and the relationships they have built with FAA personnel will help ease your Airport staff through the process.

Design Taxiway “L” and Access Road

This project is anticipated to be a design-only grant which addresses the Airport’s northeast section adjacent to the SRE Building and BLM facility. Taxiway “L” will be expanded to the east as a portion of this project. Like other new pavement sections at the airport, J-U-B would anticipate that frost protection will govern the design of the pavement section for the taxiway. For the aircraft using this pavement, twenty-three inches of total pavement section including asphalt, base and subbase will satisfy the required frost protection minimum depth by using the 65% limited frost protection rule for this type of pavement.

A significant amount of fill dirt will be required for the construction of Taxiway “L”. Fill material for the project can be obtained from stockpiles located in the northeast section of the airport and could additionally come from the retention pond construction from the Reeder property (after the acquisition is made).



Looking East Taxiway “L”

The connection to Taxiway “A” needs be made at an elevation that is as low as possible in order to reduce the amount of fill required for the project. In addition, gradient issues will be critical to this project. The proposed location of Taxiway “L” is significantly lower than existing Taxiway “A”. FAA design standards limit longitudinal grades – so that will be key for the design of this project.

The configuration of Taxiway “L” and the future access road will need to be coordinated with the alignment of the future air cargo facility category C-III taxiway. Therefore, the ultimate design of the C-III taxiway will need to be known when Taxiway “L” is designed. As noted above, J-U-B is already aware of this critical point and we will take this into consideration to help minimize the cost of these projects.

Coordination with airport users, air cargo firms, and developers will be critical to this project. Airfield and landside access must be maintained during and after the project to all existing facilities, as well as to the new hangar and commercial development sites.



Future Northeast Development

Acquire Land for Stormwater Retention

This project consists of acquiring 13 acres of property on the northeast portion of the airport. The property is located just south of Highline Canal and is currently owned by the Reeder Family. The need for the acquisition will depend on the extent of the northeast development. The Reeder Property is identified in the 2012 Master Plan as a purchase intended to protect the Airport boundary and serve as a future storm water retention facility.

The property is a natural retention facility location based upon the fact that it has the lowest elevation of any property in the immediate area.

The Reeder family has a cordial and long history with the Airport as they have used the airport and managed an FBO on the Airport for a number of years. It is anticipated that they will be cooperative sellers.

The property itself at one time was a staging area for the Twin Falls Highway District. It has limited access, and there are no dwellings on the property, therefore no residences will need to be relocated. That will simplify the purchasing process. The FAA may also favor acquisition of the property to protect airspace and to use as a retention pond for storm water on the Airport.

Acquire Aircraft Rescue and Fire Fighting (ARFF) Vehicle

The existing ARFF vehicle is approaching 20 years old and it is at the end of its useful life. The existing ARFF vehicle is an Oshkosh T 1500 with a 1,500 gallon tank. The Airport would like to replace the existing unit with a similar, but newer vehicle as it has worked well for the Airport staff in the past. Since the unit will be a replacement vehicle, there will be no issue for it to fit inside the existing ARFF building. The purchase of an ARFF vehicle ranks very highly on the FAA’s national priority rating (NPR) system, and it could therefore be a great candidate for FAA Discretionary funding. J-U-B has assisted other current clients with obtaining new ARFF vehicles for their airports.

Acquire Snow Removal Equipment (SRE)

The Airport would like to replace its existing 10 wheel dump truck with a similar unit. The existing dump truck has reached the end of its useful life. Two additional attachments that the Airport is interested in obtaining include a 20-foot plow and a sand spreader box. The approximate cost of the new vehicle will be \$250,000. The replacement vehicle will easily fit into the new SRE building. J-U-B has assisted several other clients with obtaining new SRE vehicles and attachments for their airports.

New Crosswind Runway

A need for a new crosswind runway is identified in the 2012 Master Plan and has been discussed at the Airport for many years. The crosswind runway, as presented in the Master Plan, will increase the 10.5 Knot crosswind component from 91.3 percent to 98.8 percent. The FAA requires 95 percent coverage for General Aviation aircraft when the 10.5 knot crosswind is considered. When adverse weather passes through the Airport, winds are typically strong and sustained out of the south at 15 to 30 knots. These winds are perpendicular to the primary runway. The existing crosswind runway (Runway 12-30) is not in the proper alignment to adequately and safely arbitrate these crosswinds. As a result, there have been aircraft accidents in the past that have been attributable to strong winds and/or improper runway wind coverage.



Looking North at the Proposed Crosswind Runway

During the time the crosswind was studied, multiple runway lengths, and locations were discussed. For the General Aviation aircraft that will utilize the runway, the most common length of runway that was deemed to be necessary was determined to be 3,000 feet. Over the years, the various runway lengths have been debated. This, in turn, has led to discussions of different “ideal” locations for the crosswind runway.

Our proposed Project Manager, Kent Atkin, was involved in the 2012 Master Plan study. He understands the history and the details of the crosswind study. He was also involved in constructability and compatibility reviews of the various runway alternatives - including the current preferred option.

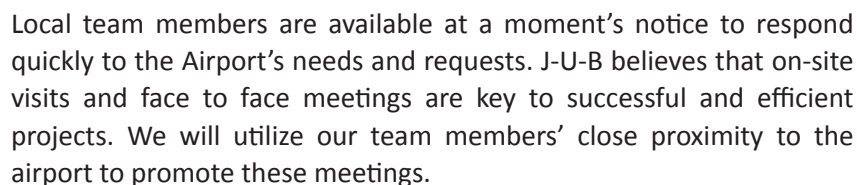
Kent was involved in locating the boundary of the existing land fill at the airport. Since neither the runway nor its safety area should be constructed over the land fill, the location of the land fill partially determined the preferred runway location and length. As a result of Kent’s involvement, he is perfectly suited to continue managing this project and lead the effort to design and construct the runway.

II. LIST OF CURRENT PROJECTS

The following is a sample of relevant airport engineering work performed by J-U-B team members during the last three years. This matrix specifically focuses on airport engineering work completed by our team that directly relates to work that Joslin Field is likely to need during the next five years.

PROJECT INFORMATION		Major Runway Rehabilitation or Construction	Major Taxiway Rehabilitation or Construction	Major Apron Rehabilitation or Construction	Safety Area Grading/Drainage Improvements	Pavement Crack Seal/Seal Coat/Marking	Hangar/Taxilane Development	Road Construction	Security Fencing and Access Controls	Lighting, Signing, NAVAIDS	Land Acquisition	Environmental Studies	Airport Master Plan/ALP	ARFF or SRE Equipment Procurement
Date	Project Name													
Battle Mountain Airport, Battle Mountain, NV		Keith Westengard, Executive Director 775-635-2885 kwestengard@landercountynv.org												
2014-2015	Airfield Pavement Rehabilitation					➔								
2013-2014	ALP and Master Plan Update												➔	
2012	Apron Reconstruction and Lighting (Phase 1)			➔						➔		➔		
Caldwell Industrial Airport, Caldwell, ID		Rob Oates, Airport Manager 208-459-9779 roates@cityofcaldwell.org												
2014	Rehabilitate GA Apron and Install Taxiway Lighting			➔						➔				
2013	Rehabilitate Runway 12-30, P. Taxiways and Terminal Apron					➔								
2013	Extend P. Taxiway “A”, Taxiway “C” and Adjoining C.Taxiway		➔		➔		➔			➔				
Deer Park Municipal Airport, Deer Park, WA		Darold Schultz, Airport Manager 509-276-3379 daroldschultz@hotmail.com												
2014	Pavement Preservation, PAPI, and Drainage Improvements				➔	➔				➔				
2012	GA Ramp Reconstruction Phase 2, Fueling, and MIRL			➔					➔	➔				
Miley Memorial Field, Big Piney, WY		Phil Stevens, President 307-260-5091 pineycrew@hotmail.com or bpiwyo@gmail.com												
2014-2015	Master Plan Update												➔	
2012	Runway 13-31 Reconstruction and Apron End Connecting Taxiway	➔	➔				➔			➔				
Mountain Home Municipal Airport, Mountain Home, ID		Wayne Shepherd, Public Works Director 208-587-2108 wshepherd@mountain-home.us												
2014	Runway 10-28 Reconstruction and P. Taxiway Mill and Overlay	➔	➔		➔			➔	➔	➔				
Nampa Municipal Airport, Nampa, ID		Monte Hasl, Airport Superintendent 208-468-5823 haslm@cityofnampa.us												
2014-2015	Rehabilitate Taxilanes and Apron		➔	➔					➔			➔		
Othello Municipal Airport, Othello, WA		Doyle Palmer, Executive Director 509-488-2544 doyle@portofothello.com												
2012-2014	Runway 7-25 Relocation and Parallel Taxiway Reconstruction	➔	➔		➔	➔		➔		➔	➔	➔		➔
Pullman-Moscow Regional Airport, Pullman, WA		Anthony Bean, Director 509-338-3223 airport@pullman.com												
2014	SRE Purchase & SRE BLDG (Temporary)												➔	➔
2014	Terminal Ramp Rehabilitation			➔										➔
2013	Environmental Assessment											➔		
2012	Runway 6/24 Overlay	➔				➔								
Richland Airport, Port of Benton, WA		John Haakansen, Director of Airports 509-375-3060 johnh@portofbenton.com												
2012	Taxiway B Relocation and Circle Area Hangar Taxilane		➔				➔							
2011-2012	Land Use Plan/Commercial Development					➔					➔	➔	➔	
Sandpoint Municipal Airport, Sandpoint, ID		Dave Schuck, Airport Manager 208-255-9179 sandpointairport@gmail.com												
2014	Runway 1-19 Rehabilitation					➔								
2013	Master Plan Update												➔	
2013	Terminal Apron Reconstruction			➔						➔				
Tri-Cities Airport, Port of Pasco, WA		Ron Foraker, Director of Airports 509-547-6352 rforaker@portofpasco.org												
2014-2015	Taxiway D Relocation and Rehabilitation		➔			➔				➔		➔	➔	
2014-2015	Terminal Building Expansion and Modernization - Site Civil			➔					➔	➔	➔	➔		➔
2013	Master Plan and ALP Update												➔	
2013	Land Acquisition - Runway 12 End										➔			
2012-2013	Runway 12 Rehabilitation and Taxiway D1 Pavement Maintenance	➔			➔	➔		➔		➔		➔		
Walla Walla Regional Airport, Walla Walla, WA		Jennifer Skoglund, Airport Manager 509-525-3100 js@portwallawalla.com												
2012-2013	General Aviation Apron and Ramp Rehabilitation			➔	➔				➔	➔				
Weiser Municipal Airport, Weiser, ID		Nate Marvin, Public Works Director 208-414-1965 nathan@ruralnetwork.net												
2014	Master Plan Update												➔	
2013	Rehabilitate Apron, Parallel Taxiway, Taxilanes, and Rehabilitate Beacon					➔				➔				

Project Team Organizational Chart



Kent Atkin, P.E.—Project Manager and Construction Administration

6 Years Project Manager Experience at Magic Valley Regional Airport

400+ Hours of flight time

15 Years as Project Engineer at Magic Valley Regional Airport



Kent will be the Airport's primary contact. He will be responsible for coordinating and communicating with the FAA, Idaho Department of Aviation, Advisory Board, City, and the Airport. Kent will lead the project formulation stage of each project including development of the Scope of Work, Engineering Services Costs, and negotiation of cost with the independent estimator and Owner. He will lead the design development, as well as manage construction services/observation during construction. Kent will be responsible for managing staff and resources for the Airport's project.

At the age of 10, Kent found his passion: aviation. Throughout high school and college, he worked at local FBO's performing various jobs from aircraft maintenance to fueling, and cleaning hangars and aircraft—earning his pilot license at the age of 17. Because of Kent's vast background in aviation, he has a unique way of coordinating projects with airport staff and users. His in-depth understanding of airport operations make him effective in planning, designing, and constructing complex civil/aviation projects. He has extensive project management experience at Commercial Non-Hub & General Aviation on-call service contracts. His responsibilities include overall management for planning, engineering, grant administration, and construction administration. Kent has worked at the Twin Falls Airport as Project Manager for the past six years and is familiar with FAA Montana ADO staff and ITD Division of Aeronautics.

Before coming to J-U-B, Kent was involved with multiple projects at Magic Valley Regional Airport, as listed below. In addition to these projects, Kent was involved in preliminary studies for the Development of the Crosswind Runway and the Bureau of Land Management (BLM) Tanker Base construction in 2003.

A small sampling of Kent's local relevant Project Manager and Construction Administration experience in the last five years includes:

➔ Joslin Field

- 2013 Terminal Apron and Taxiway Construction
- 2013 Pavement Rehabilitation
- 2012 Snow Removal Equipment Building
- 2010 Pavement Rehabilitation, Slurry Seal
- 2009 Snow Removal Equipment Acquisition

➔ Gooding Municipal Airport

- 2013 Pavement Rehabilitation, Fog Seal

➔ Lewiston-Nez Perce County

- 2009 Taxiway and Apron Pavement Rehabilitation



Chuck A. Larson, P.E.—Principal-in-Charge



30 years of airport experience
350+ hours Private Pilot and instrumental flying
6 runway projects

Chuck has 30 years of experience in airport engineering. He has led many FAA/AIP projects for J-U-B's clients. As J-U-B's Corporate Aviation Group Manager, he reviews all projects for quality. As an instrument-rated pilot, Chuck is able to provide engineering and planning services from a user's perspective. Chuck also has an exceptionally strong working relationship with the FAA. He stays current on FAA rules and regulations and is actively involved in state airport management/operators associations and the American Association of Airport Executives.

As Principal-in-Charge, Chuck can monitor and pledge the full resources of our aviation group and J-U-B to a successful project.

"Chuck and his staff have done an excellent job in all aspects of engineering and construction management. We highly recommend J-U-B ENGINEERS, Inc. and Chuck Larson for all of your aviation needs."

John D. Haakenson
 Director of Operations & Maintenance
 Richland and Prosser Airports
 Port of Benton, WA

Tom Lemenager, P.E.—QC/QA Manager



33 years of airport experience
3 years WY state airport engineer
100+ FAA AIP Project Management experience

With over 30 years of experience as an airport engineer, Tom has a wealth of airport planning and design, and airfield construction administration experience. He has been exclusively involved with airport engineering since 1982. Tom has detailed experience with all phases of airport engineering including planning, design, bidding, negotiation, construction, and administration. Tom's extensive construction experience allows him to produce design packages with an emphasis on constructability and cost control. He also has broad experience in evaluating, designing, and using various paving materials. Tom has experience working on Joslin Field projects in 2013.

Design Team

J.D. Heithoff, P.E.



24 years of engineering experience
150+ "right seat" hours in general aviation aircraft
\$20M largest airport project

J.D. has more than 24 years of progressive professional engineering experience—with the last 13 years exclusively in the aviation field. His relevant airport experience also includes coordinating grant application funding, design, construction management documentation, and other coordination with airport sponsors, the FAA, and state agency personnel. J.D. has successfully tackled a wide array of challenges relating to grading, drainage, bituminous asphalt, Portland cement concrete, and project phasing from not only the consultant's perspective—but also from the owner's and contractor's viewpoint.

Toby Epler, P.E.



12+ years of design and construction experience
20+ FAA AIP Resident Engineer Construction Administration Projects

Toby has a wealth of knowledge including planning, coordinating, designing, and constructing complex civil/aviation projects. He has extensive project management experience at general aviation on-call service contracts. His responsibilities include overall management of planning, engineering, and construction projects.

Lew Lott, P.E.



33 years of airport experience
3 years WY state airport engineer

Lew has a broad range of airport experience in all aspects of airport development: programming, planning, design, and construction. For over 33 years, Lew has offered an unmatched perspective of the airfield environment and consistently provided airport clients with successful airfield projects. He is sensitive to coordinate the priorities of projects and understands the effort required to secure necessary funding. Lew also brings a wealth of airfield design experience from commercial service and general aviation airports across the country. He is a demonstrated expert in the area of airfield pavements and has worked in the asphalt industry.

J-U-B's team members have worked together successfully on aviation projects across the Northwest.

Additional J-U-B Resources

Tom Ruby, P.L.S.—Surveying

Tom has more than 20 years of surveying experience. In particular, he specializes in geodetic control surveys and supervises survey crews in preparation of control surveys in three states on multiple projects. His projects include large scale geodetic control surveys, aerial mapping survey control, conventional mapping projects, preliminary and construction engineering surveys, bathymetric surveys, deformation surveys, and property surveys.

Vince Barthels, Senior Biologist—Environmental Planning

As a qualified Biologist and Wetlands Specialist with 13 years of experience, Vince specializes in the NEPA process, wetland delineations, biological assessments, the development of habitat management plans, and environmental permitting at the local, state, and federal level. Over the last decade, Vince has developed a strong reputation working with regulatory agencies throughout Idaho, including the FAA. Vince is a qualified Wetland Specialist, a certified Senior Biological Assessment Author, and a listed Forestry Consultant. Vince has worked on FAA environmental projects at Sandpoint, Nampa, Pullman-Moscow, Walla Walla, Deer Park, Richland, and Tri-Cities.

David Meyer, P.E.—Construction Engineering

David first worked at J-U-B in 2009 as a summer intern and returned full-time in 2010 after receiving his undergraduate engineering degree. Prior to J-U-B, David was a construction intern for ITD, District 3 Construction during the summer of 2008. Over the last five years, David has gained valuable experience in construction inspection, materials testing, contract administration, submittal review, and project closeout. David regularly assists in project administration; submittal reviews; providing for inspection, sampling and test tracking; and maintaining project documentation. He has also coordinated fieldwork, checked pay and test documentation, conducted field sampling and testing, and provided for the weekly Erosion and Sediment Control BMP maintenance and installation inspections, as needed. David has FAA construction experience at Austin and Battle Mountain, NV, and Mountain Home, ID, as a resident engineer.



IV. FAA AIP GRANT PROGRAM EXPERIENCE

Federal Government and FAA Project Experience

Over the course of the past 40 years, J-U-B has developed very positive relationships with the FAA. We pride ourselves on our solid relationships and we regularly communicate with FAA staff on a weekly (and sometimes daily) basis. Our firm is currently working with four different FAA Airport District Offices (ADO) including the Helena, Seattle, Denver, and Phoenix offices.

J-U-B has worked with multiple individuals from the Helena ADO including Steve Engebrecht (your FAA Engineer), Scott Eaton (your FAA Planner) and Diane Stilson (your Environmental specialist).

J-U-B provides hands-on grant and project administration services for virtually every State and FAA/AIP project in which we are involved. We provide the following AIP grant administration services to our airport clients:

- Project Programming
- Pre-Application
- Application
- Affirmative Action and DBE Utilization Reports and Updates
- DBE Programs
- FAA Reimbursement Assistance
- Project Financial Services
- Project Close-Out
- Weekly/Quarterly and Annual Progress Reports, as required
- Miscellaneous Administration Reports

FAA AIP Grant Writing and Administration

J-U-B focuses on maximizing our clients' funding opportunities. We are extremely persistent in this effort. We work closely with the FAA Airport Capital Improvement Plan (ACIP) to help maintain an active funding stream for your projects. In addition, J-U-B actively tracks other State and Federal government grant opportunities. Our philosophy is to be a persistent advocate for our clients.

Familiarity with FAA Advisory Circulars and Design Standards

Our knowledge of Federal standards is current and complete. Design work will conform to the applicable FAA Advisory Circulars, including Airport Pavement Design and Evaluation, Airport Design for Dimensional Criteria, and Standards for Specifying Construction of Airports with respect to the technical specifications and general provisions.

J-U-B works with airports, the FAA, and the aviation community every day. We work with the Advisory Circulars every day. These efforts help us to provide you with an engineering firm that is fully able to provide the planning, design, engineering, environmental services, project management, and construction administration services for all of your airport projects.

Qualified Construction Observation

J-U-B provides construction phase services on the majority of our aviation projects. Services typically include taking a proactive, lead role during the invitation for bid, preconstruction, and construction periods. We organize, manage, and narrate all prebid, preconstruction, and weekly construction meetings for the owner. We also review shop drawings and other contractor submittals and respond to contractors' request for information. We observe and monitor construction activities, progress payments, prepare as-built drawings, review monthly pay estimates, coordinate punch list inspections, and coordinate and document materials testing.

Our Project Manager, Kent Atkin, has 15 years of experience in the field with construction projects. In addition, J.D. Heithoff has 24 years of experience as a Resident Project Engineer, Toby Epler has 12 years of resident Project management experience on FAA project and David Meyer has seven years of construction experience. Our Twin Falls office has full-time construction observers and surveyors who have extensive experience to provide your Airport with the complete construction administration support that you deserve.

A significant part of our airport services is resident engineering and observation during construction. J-U-B has invested significant resources in developing a fully-staffed construction engineering and observation group. Our resident project representatives understand the FAA requirements for construction administration and documentation and we regularly provide this service for our airport clients.

When your construction projects are managed by J-U-B, you can rest assured that proper actions will be taken when they need to be taken. Be assured that J-U-B will have the Contractor follow the Plans and Specifications. If challenges on the project arise, the Project Manager will be on the job site to resolve the problems.





V. SUBCONSULTANT QUALIFICATIONS AND EXPERIENCE

J-U-B has partnered with Strata, Kimley-Horn and Associates (KHA), Ricondo & Associates, and CSHQA, four highly-qualified and regionally experienced consultants, to meet the needs of the Airport. The J-U-B team has worked closely with each of these companies on past successful airport projects.

Strata—Geotechnical and Materials Testing



STRATA was established in 1974 to provide geotechnical and construction consultation services throughout the northwestern United States. STRATA provides quality, value-based, geotechnical, environmental and material testing services through regional managers and employees in each of STRATA's offices. Each office is invested in their perspective local communities' success. With vested ownership in the corporation, the goal of each of our regional managers is to serve our clients and protect their investments. We accomplished this by establishing long-term, professional relationships within the communities we live. STRATA has worked on numerous airport projects throughout southern Idaho, including Twin Falls County, Idaho.

Charles Vance, C.E.T.

Charles has over 15 years experience in construction materials and special inspection and manages Strata's Twin Falls operation. Charles has extensive asphalt, concrete, and soil testing experience on FAA, ITD, and local municipality projects, along with providing ICC certified special inspections. Charles has years of experience working at Joslin Field, as well as numerous other airports.

Kimley-Horn and Associates, Inc. (KHA)—Electrical/Airfield Lighting



KHA is a multidisciplinary consulting firm offering services to national and international clients in the public and private sectors. Nationwide, KHA employs over 1,900 professional, technical, and support personnel and serves a wide range of public and private clients in many disciplines. KHA employs over 250 aviation specialists firm wide, ranging from project managers, airport planners, designers and system analysts, pavement specialists, drainage engineers, electrical engineers, construction management administration, structural engineers, specification writers, environmental scientists, GIS specialists, CADD designers, and construction estimators. KHA staff's substantial experience and wide-ranging expertise offers an extensive menu of professional aviation services. According to Engineering News-Record, KHA is ranked 8th among the top aviation firms in the nation.

Eric Lovejoy, P.E., NCEES

Eric has experience designing NAVAIDS, lighting, signage, underground power, and communication systems for airfields and terminal/landside airport projects across the Northwest. He has assisted the FAA and Airport Consultants Council (ACC) in the updating of three Advisory Circulars: AC 150/5343-24 - Runway and Taxiway Edge Lighting System; AC 150/5340-21 - Airport Miscellaneous Lighting Visual Aids; and AC 150/5340-4C - Installation Details for Runway Centerline and Touchdown Zone Lighting.

Ricondo & Associates—Planning, Air Service, and Business Development



Ricondo & Associates, Inc. (R&A) is a full-service aviation consultancy specializing in airport planning and business management services in support of airport owners and operators, airlines, and federal and state agencies. Since its inception in 1989, R&A has been dedicated to solving the challenging problems facing the airport and airline industries. The firm is owned and operated by its senior officers and has no other business interest except airport and aviation consulting.

J-U-B will utilize the service of R&A to assist the team and the Airport in business development and air service areas utilizing the services of Jeff Stanley and Jim Branda.

Jason Apt, C.M.

Jason has over 13 years of airport physical, environmental, and financial planning experience at a variety of airports around the country. Within Idaho, he served as deputy project manager for a master plan update for Boise Airport, managed the creation of an aeronautical development strategy for Lewiston-Nez Pierce County Regional Airport, managed a benefit-cost analysis for the acquisition of Automated Weather Observing System equipment for Idaho County Airport, and managed the completion of a master plan update for Joslin Field, Magic Valley Regional Airport. Most recently, Mr. Apt assisted with development of a financial plan for the terminal modification project at Joslin Field. He has managed technical analyses and documentation efforts in support of numerous environmental assessments and related studies, and is proficient in the use of geographic information system (GIS) applications. He has developed comprehensive financial plans in support of several airport master plans and has conducted complex rates and charges analyses and financial feasibility analyses for various airports. Additional areas of experience include land use planning, airfield and airspace planning, terminal/facilities planning, and aviation demand forecasting. He is also an instrument-rated private pilot.

CSHQA—Architecture

CSHQA CSHQA is a “one-stop-shop” for vertical aviation projects, offering architecture, interior design, landscape architecture, and all major engineering disciplines, including electrical, mechanical, structural, fire protection and communications engineering under one roof. CSHQA’s wide range of engineering services provides valuable professionals, broad-based experience, and a cohesive team, with the ability to offer high quality results.

Martin Hahle, A.I.A.

For the past 21 years, Martin has worked on all aspects of terminal design. His work at Boise International Airport has led to many other terminal and terminal-related aviation projects at other airports throughout the US. Martin serves as the primary point of contact with the client, performs the quality control review of the documents and ensures that manpower is available to complete the project on schedule. Martin has worked extensively with renderings, storyboards and models to convey design ideas and his artistic representations of design solutions have successfully influenced the outcome of many projects. Most recently, Martin has worked on the Terminal Expansion/Remodel at the Joslin Field-Twin Falls Airport and previous to that was active with the design of the Boise Air Terminal.

In addition to our subconsultants, J-U-B has two subsidiaries that provide diversified capabilities to our clients.

Gateway Mapping, Inc. (GMI)— Geographic Information Systems (GIS)/Mapping



GMI is one of the oldest GIS consulting firms in the West, having opened their doors in 1991 and merging with J-U-B in 1995. GMI's longevity in the business can be credited to taking good care of clients and maintaining a high level of technical expertise. GIS personnel are located in Idaho (Boise) and Utah (Kaysville and Orem).

GMI employees are professionals with Bachelor's and Master's Degrees in GIS and Business. GMI is also GIS consultants that design, build, and implement GIS applications every day, so knowledge of the technology goes well beyond software.

The J-U-B/GMI team was one of the first consultants to develop AGIS for the FAA with a pilot program at Pullman-Moscow Regional Airport. Since then, they have been a leader in the region in meeting FAA AGIS requirements.

GMI's projects include:

- AGIS Airport information
- Asset management solutions for roads, signs, sidewalks, land ownership, utilities, etc.
- Highway district asset inventory and mapping
- GIS needs assessment & system planning
- Risk management for sign & sidewalk inventories
- Utility systems (water, sewer, storm drain, and electrical)
- Field data collection and mapping
- Cemeteries
- Online mapping solutions
- GIS software development
- GIS training—on site or at our training center

The Langdon Group (TLG)—Public Involvement



In 1997, J-U-B recognized a growing need for public involvement services and formed The Langdon Group (TLG), a subsidiary of J-U-B. Today, TLG not only supports J-U-B and its clients, but also provides services and consulting in public involvement, mediation, public/media relations, and conflict resolution to a wide range of clients.



With an experienced staff of ten public involvement specialists, The Langdon Group has the capacity and ability to respond to the needs and concerns of large and small clients and communities throughout the Intermountain West.

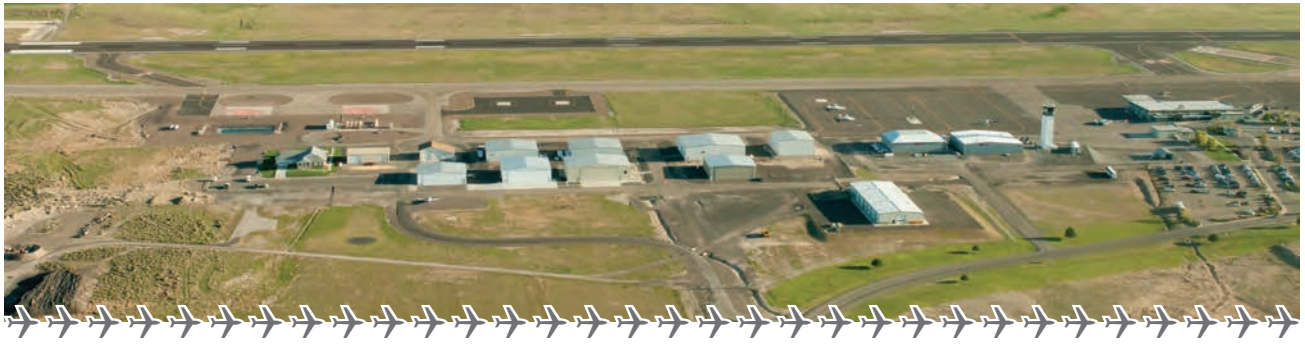


VI. CAPABILITY OF BRANCH OFFICE

J-U-B's local office in Twin Falls is located only 14 minutes away from your Airport, so we are available, and can be on site **whenever** you need us-regardless of weather conditions. Our Twin Falls office is staffed by 20 employees including six Professional Engineers and two Registered Surveyors. This office has been in operations for more than 40 years. In addition, our Project Manager for your Airport, Kent Atkin, works out of our office in Twin Falls.

Our focus will be to keep your projects local at our Twin Falls office. From his Twin Falls location, Kent Atkin can cost-effectively attend Airport Board Meetings and City Council meetings to assist in keeping the City and Airport staff apprised of your projects throughout the process. Components of design, drafting, construction engineering/inspection and surveying will be provided primarily from our Twin Falls office. Project management, coordination with the FAA, and other key activities will be Kent's primary responsibility.

While the majority of the work for this five-year engineering services contract will be completed by personnel from our Twin Falls office, J-U-B also has a considerable amount of resources available from our headquarters office in Boise. Tom Lemenager, J.D. Heithoff, Toby Epler, and 46 other J-U-B employees are stationed in Boise and are ready to assist Twin Falls whenever they are needed. We routinely share work between offices via our computer network, so that specialized expertise is always instantly available to all of our clients.



VII. AFFIRMATIVE ACTION AND DBE PROGRAMS

Disadvantaged Business Enterprise (DBE) Program

J-U-B supports the Disadvantaged Business Enterprise Program goals of local, state, and federal governments. We frequently exceed our DBE goals and contractual commitments, and we strive to do so on every project.

It is the policy of the Department of Transportation that “disadvantaged business enterprises as defined in 49 CFR, Part 26, shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal Funds.” This statement and requirement is included in all of our FAA airport improvement project contract agreements.

Equal Employment Opportunities (EEO) Policy

In addition to utilizing disadvantaged businesses as subconsultants, it is the policy of J-U-B to provide equal employment opportunities to all persons without regard to their race, color, religion, sex, age, or national origin, and to promote the full realization of equal employment opportunities through a positive continuing education program.

It is the policy of J-U-B to observe and comply with the Civil Rights Act, the Federal Equal Pay Act, Americans with Disabilities Act, and the Age Discrimination in Employment Act, as well as the applicable rules and regulations of the various states, counties, and cities where the firm contracts for business. We have developed policies to guide our recruitment, employee screening, hiring, and all areas of concern to employees with the goal of equal opportunity for members of minority groups and women.

VIII. TERMINATED CONTRACTS/JUDGMENTS STATEMENT

Terminated Contracts Within the Last Five Years

Within the last five years, neither J-U-B ENGINEERS, Inc. (J-U-B) nor J-U-B’s subsidiary companies have had any contracts terminated either voluntarily or involuntarily prior to the expiration of their respective terms for airport work or services of similar nature as outlined in this statement of qualifications. In addition, no sureties or bonds have been forfeited or cancelled within the past five years.

Judgments/Lawsuits During the Past Five Years

Within the last five years, neither J-U-B nor J-U-B’s subsidiary companies have had any court judgements against or any pending or threatened lawsuits for airport work or services similar to the Services outlined in the statement of qualifications.



IX. REFERENCES

J-U-B has a long tradition of providing quality service resulting in satisfied customers and repeat business. To best exemplify the quality of services we provide, we encourage you to contact the clients we have referenced below. Direct input from someone with personal knowledge of our firm and staff will provide you with the best indication of our ability to provide quality services.

Battle Mountain Airport, Lander County, NV & Austin Airport, Austin, NV

Keith Westengard, County Engineer
775-635-2885, kwestengard@landercountynv.org

"J-U-B Engineers brings success to all phases of our airport capital improvement projects, from planning and design through project management to completion – all are executed in a nearly seamless process contributing to the overall success of our program."

Gene P. Etcheverry, Former Executive Director

Sandpoint Airport, Sandpoint, ID

David Schuck, Airport Manager
307-260-5091, SandpointAirport@gmail.com

"The runway surface was inspected and found to be in very good condition with all criteria of the repair plan successfully completed. Over the weekend, I spoke to a number of pilots that had used the runway since the repairs and all praised the results. Not only is the runway much more impervious to weather but it is considerably more smooth with better braking action."

Tri-Cities Airport, Port of Pasco, Pasco, WA

Ron Foraker, Director of Airports
509-547-6352, rforaker@portofpasco.org

"Any issues that have come up have been taken care of quickly."

Nampa Municipal Airport, Nampa, ID

Monte Hasl, Airport Superintendent
208-468-5401, haslm@cityofnampa.us

"The professionals at J-U-B take time to listen and understand the unique needs of our airport. They are a great partner in anticipating our future requirements and consistently provide a superior level of service that allows me to focus on the daily operations of our airport."

Pullman-Moscow Regional Airport, Pullman, WA

Tony Bean, Executive Director
509-338-3223, Tony.bean@pullman-wa.gov

"We just went through a selection and it was an easy choice to re-select J-U-B for another five years."

Mountain Home Municipal Airport, Mountain Home, ID

Wayne Shepherd, Public Works Director, 208-587-2108, wayneshepherd@mountain-home.us

"J-U-B and their staff have been instrumental in the success of our 2014 Runway Reconstruction Project. With their help, the City has been able to complete a very successful project benefitting our community and airport users."



J-U-B ENGINEERS, INC.

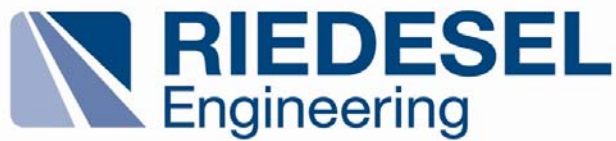
115 Northstar Avenue
Twin Falls, ID 83301-3366
208-733-2414
www.jub.com



JOSLIN FIELD, MAGIC VALLEY REGIONAL AIRPORT

JUNE, 4 2015

Statement of Qualifications for Architectural/Engineering Services



June 4, 2015

Mr. William F. Carberry
Airport Manager
Joslin Field, Magic Valley Regional Airport
P.O. Box 1907
Twin Falls, ID 83303-1907

RE: Joslin Field, Magic Valley Regional Airport
Qualifications for Airport Architectural/Engineering Services

Dear Mr. Carberry:

We would like to thank you for this opportunity to submit our Statement of Qualifications (SOQ) for providing Airport Engineering Services for the Joslin Field, Magic Valley Regional Airport. We appreciate the opportunity to continue working with you.

Riedesel Engineering, Inc. has served and worked with the Joslin Field, Magic Valley Regional Airport for over 30 years. Our history of quality work and responsiveness to you, our client, is recognized and known. Why would the Airport continue their association with Riedesel?

1. **Culture.** Riedesel has the same culture and philosophy it has had for over 30 years while working with the Airport; built on our motto of **Service-Solutions-Relationships**. Our culture allows our employees to foster and nurture relationships with Airport, City, and County officials and staff. Our employees have developed trust with you that only come from consistently performing. We have the culture of personal, hands-on service and involvement.
2. **The Riedesel Team is intact and operational.** We have a committed and proven team of technical design and construction professionals. Marty Gergen provides the proven foundation of responsive quality work and client care. Chevy Baily and others behind-the-scene have been the Riedesel Team who have produced quality and timely work.
3. **Proven Local Commodity.** We have delivered on *all* past assigned tasks (design and construction) and based on this performance you know we are capable and responsible. We have produced work in an efficient manner. Our projects have been within budget. You know what you can expect from us, there is no inherent gamble – “If it isn’t broke, why fix it.”
4. **Proven Professional Network.** We have proven our ready willingness to partner with others in order to ensure we can address all of your project needs. The subconsultants listed in this proposal are quality, top-notch professionals who have proven themselves with many airport clients. Some of our subconsultants have specifically proven themselves with you, the Joslin Field, Magic Valley Regional Airport; you know these professionals and already have a relationship of trust with them.

202 Falls Avenue
Twin Falls, ID 83301
208/733-2446
Fax 208/734-2748

850 E. Franklin Rd., Suite 403
Meridian, ID 83642
208/898-9165
Fax 208/734-2748

77 Southway, Suite C
Lewiston, ID 83501
208/743-3818
Fax 208/743-3819

1845 Terminal Dr., # 150
Richland, WA 99352
509/946-3559
Fax 509/946-3554

5. **Knowledge (past and present).** Riedesel has completed over 30 projects totaling over 20 Million Dollars in FAA, State, and local funding at your airport. We have the knowledge, experience, and capabilities to once again serve as your Airport Engineering Consultant.
6. **Construction Capability to Perform.** We have the capability to furnish qualified inspectors with FAA project experience for construction inspection. We have properly administered multiple projects funded by the FAA.

From project conception to completion, we have successfully completed designs and performed construction management services for projects similar to the proposed work described in the Request for Qualifications. We will meet your schedule and budget requirements, while including the day to day assistance that is the strength and culture of our company.

We have been very fortunate to have been involved with many of the airport's projects over the past 30 years and greatly appreciate the opportunity we have had to provide solutions to difficult problems. We are very interested in continuing our professional working relationship. The enclosed document describes our qualifications, illustrating our commitment to and history of providing timely, professional technical skills and administrative services your projects will require.

Attached are ten (10) paper copies of the SOQ and one (1) digital copy of the complete SOQ. We certify the truth of the statements and representations in the SOQ.

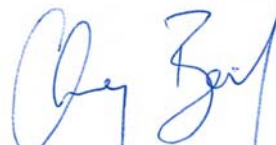
We are very excited to continue our professional relationship with you as you embark in identified future airport improvements. Please don't hesitate to contact us if you have any questions.

Respectfully submitted,

Riedesel Engineering, Inc.



Martin G. Gergen, P.E.
Principal / Project Manager



Chevy Baily, P.E.
Design Manager



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Company Overview

Riedesel Engineering, Inc. (Riedesel) has served and worked with the Joslin Field, Magic Valley Regional Airport for over 30 years. Our history of quality work and responsiveness to you, our client, is recognized and established.

Riedesel is a full-service professional engineering firm with a business focus on supporting local agencies with their planning, civil engineering, and aviation design and construction needs. Riedesel Engineering has grown into a corporation who has strengthened its local and regional reputation for providing quality, efficient, and personalized service to its clients in a timely and cost-effective manner.

Riedesel is an employee-owned company who has been providing aviation design, planning and construction services continuously throughout our 30-year history. Riedesel's aviation practice has grown significantly over time and currently represents over 40% of our total business.



THE RIEDESEL TEAM OFFERS A FULL SUITE OF AVIATION CAPABILITIES, QUALIFICATIONS, AND EXPERTISE TO HANDLE ALL OF YOUR AIRPORT NEEDS:

- AIRPORT DESIGN SERVICES
- CONSTRUCTION MANAGEMENT / OBSERVATION SERVICES
- FAA KNOWLEDGE AND EXPERIENCE
- PLANNING SERVICES
- FINANCIAL & ADVISORY SERVICES
- GRANT ADMINISTRATION / PROJECT FUNDING
- ENVIRONMENTAL

Riedesel currently serves all of Idaho, eastern Oregon, central and eastern Washington, and northern Nevada through our four offices located in Lewiston, Meridian, and Twin Falls, Idaho and Richland, Washington. Throughout our growth we have maintained our culture and reputation for responsive service, innovation and industry-leading client satisfaction.

We maintain a team of engineers, planners, technicians, grant administrators, and administrative personnel whose major responsibility is transportation improvement projects related to airport and roadway improvements. With a current staff of 25 employees we will provide the personal and quality service the Airport Manager, City of Twin Falls and Twin Falls County have come to appreciate and expect.



Joslin Field, Magic Valley Regional Airport
Statement of Qualifications for Architectural/Engineering Services

Our success in maintaining standards of professional service is demonstrated not only through verification by our references, but also through our history of having a high rate of repeat work assignments from previous clients. Riedesel is uniquely familiar with FAA procedures, regulations, requirements, assurance, criteria, funding and the ingredients that must be provided to assure project success at the local level and federal level.

Riedesel has developed solid airport planning, design, and construction expertise working with a variety of different airports throughout the Northwest. We have earned the reputation of being innovative in our approach, responsive to our client's needs and able negotiators to defend local interests. Many times the key to project success lies in the ability to find a compromise that moves the project forward while protecting project goals and budget.

Riedesel has been successful in helping sponsors secure entitlement and discretionary, state and local funding on a multitude of airport projects.

Most of the airport projects listed in which Riedesel has been involved have been funded by State / FAA grant monies – either directly from FAA or through State Offices. We have also provided our services for non-AIP eligible projects based on the needs of our airport clients.

The Riedesel Team offers Joslin Field, Magic Valley Regional Airport a knowledge base and range of professional services without losing sight of the fact that a high level of personal service and responsiveness is key to maintaining a successful relationship and achieving your goals.

In essence, we will exhaust all opportunities to accomplish your needs.

We are very familiar with the requirements of the work proposed for your airport improvements. We pride ourselves in

having been actively involved with helping you achieve solutions to complex issues that have surrounded many of your projects.

"....THE CITY OF OROFINO HAS USED RIEDESEL ENGINEERING FOR ALL ASPECTS OF AIRPORT IMPROVEMENTS... I HAVE RECEIVED EXTREMELY FAVORABLE COMMENTS FROM THE FEDERAL AVIATION ADMINISTRATION AND THE IDAHO DIVISION OF AERONAUTICS THAT THEIR WORKING RELATIONSHIP WITH RIEDESEL IS BOTH A PLEASURE AND PROFESSIONAL."

RICK LAAM, CITY ADMINISTRATOR, OROFINO



Riedesel has the local knowledge, expertise, and capability to handle virtually all aspects of your airport project development. Our qualifications extend to planning, design, land acquisition, construction management and grant administration. We approach each project as though it is our only one. We provide complete services from initial concept through construction. **Marty Gergen will lead the Riedesel Team and will be responsible for ensuring your projects are "priority one."**



Our solutions to your airport issues need to be and will be practical and reasonable for the current uses at the airport as well as for the in future. Our Team will provide you with "hands-on," proactive service through the process of determining "what do you want, what's necessary, what's

required, what do you need, and what are the long term maintenance and management implications of each." We do not make decisions for you, but we strive to provide you with the information necessary to make your decision making process easier. We pledge to you we will provide our services in a proactive, timely and cost effective manner.

We will continue proactive listening to what the City Council, County Commissioners, Airport Staff, Airport Board, users, and related airport stakeholders truly need and want to accomplish. This approach provides our Team the information we need to develop a particular project approach and provides the community and stakeholders a sense of ownership in the airport development process. Public involvement also allows us to evaluate what effect the project may have on them and to what magnitude it may disrupt their world. We then meet with the Airport staff, FAA and stakeholders to review the project approach to ensure it is tailored to the specific issues and challenges of the intended improvement project. We will be sensitive to funding and budget issues.

REIDSEL'S MISSION STATEMENT: SERVICE~SOLUTIONS~RELATIONSHIPS

- 30 Years of experience in Idaho
- Aviation Engineering is our Foundation
- Excellent Working Relationships with FAA
- Personal Ownership in Maintaining and Improving Joslin Field, Magic Valley Regional Airport



Project Approach

Every project is different and requires a different method to accomplish the desired results. Although there are many aspects of the FAA process that are the same for each project, the specifics of any one project makes the project unique, even for so-called similar type projects. A thorough understanding of the approach and the tasks to be performed on a project by the airport staff and the engineering consultant is key to the execution of a successful project. An outline of the approach acts as a road map to help everyone involved in the process better understand the direction that the project will follow. The project approach should be dynamic and be modified as new information becomes available over the course of the project. Below are our thoughts for the initial approach for each of your listed projects.



■ **Reeder Land Acquisition.** The FAA has approved the acquisition and the owners are willing sellers. The land will allow the airport to control property adjacent to the airport and put it to a beneficial use for the City, Airport and users. The FAA Advisory Circular 150/5100-17 Land Acquisition lays out the technical requirements that will be followed. **Riedesel brings continuity and consistency to the Airport.** We know the family selling the property and we have been working

with Bill Carberry in talking with the interested parties. We will help develop the best timing for the project and help make the acquisition come to fruition.

■ **Terminal Building.** Riedesel knows that the Airport is using entitlement funding to help pay for the improvements. **We will continue to be a technical and financial advisor while the Terminal Building is being completed.** We will work with the Airport to monitor various Airport improvements that will be delayed due to channeling funding resources towards the Terminal.



■ **Acquisition of Aircraft Rescue and Fire Fighting (ARFF) Vehicle.** The FAA specifies the type, required capabilities, and vehicle readiness of aircraft rescue and firefighting (ARFF) equipment based on an airport's ARFF Index. Industry research has shown that ARFF vehicles have a 10-15 year service life. Riedesel helped the airport acquire the current ARFF truck, which is over 20 years old and in need of replacement to meet FAA guidelines. **We have already been working with Airport and City staff and know what you are looking for. We will work within the FAA requirements to get the right equipment.**



■ **Rehabilitation of Taxiway "A" and extension of Taxiway "L."** Having worked with Joslin Field, Magic Valley Regional Airport on the pavement maintenance projects since 1984, **Riedesel brings experience and institutional knowledge to this project.** We know that the taxiway is in need of more extensive rehabilitation than just another slurry seal. Because of our experience with the airport and our knowledge of the pavement structure, the soils, and potential contractors that may do the work, we are in a position to provide the best service and results for the Airport.



■ **Acquisition of Snow Removal Equipment (SRE).** The benefit of continued partnership with **Riedesel is that we have worked with your staff** and we are aware of your needs and wants and know the requirements of the FAA. We will help the Airport purchase a new truck with plow to replace existing out of date and insufficient equipment.

■ **Pavement Condition Index (PCI) Report.** FAA requires a PCI be completed every three to five years. Riedesel has completed the PCI reports for the Airport since 2003. In completing the reports **we have seen all aspects of the Airport and have first-hand knowledge of the pavement conditions and nuisances.** We will put that knowledge to work for the PCI Report as well as future pavement projects.

■ **Environmental Assessment (EA).**

The new taxiway and access road will require an EA. **We bring knowledge and experience working with federal agencies on local environmental issues.** We know the project and affected areas and will team with environmental specialists who can complete the technical requirements of the EA.

■ **Pavement Maintenance.** With our experience we know what works, what is better, and what does not work. With years of knowledge and experience at the Airport and with pavement in general, **we will apply our knowledge skillfully in order to get you the biggest bang for your maintenance buck.** We will use the information in the PCI Report as well as past pavement projects to ensure the best approach to maintaining your asset.





■ **New rotating beacon.** The existing beacon is approximately twenty years old and is in need of replacement. **We were the engineer for the last beacon.** We will work together to overcome the challenges inherent with replacing the beacon on the top of the tower.

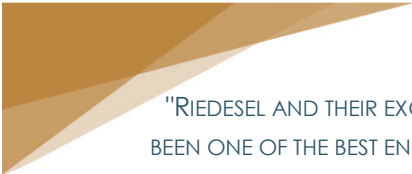
■ **New construction or reconstruction of an airport's paved apron.** Construction in apron areas are significant undertakings and must be planned carefully; designed accurately in accordance with funding and schedule; and coordinated with Airport staff, Airport stakeholders and users. The construction process affects all Airport staff, users, businesses, the traveling public, shipping, executive travel, and others. **Planning and communication are keys in the execution of projects of these magnitudes that impact the users.**

We have completed similar projects (or the same projects) as listed on your CIP, not only at Joslin Field but at numerous other airports in Idaho. We are familiar with the FAA process and what your airport requires for successful projects.

Riedesel is very familiar with the availability of funding by the FAA and the State Division of Aeronautics. The FAA is always looking for places to put funds, which can be utilized in short periods of time. With our experience and personnel

we have the ability to put projects together in short time spans in order to take advantage of funding opportunities. We have been able to secure discretionary funding from the FAA at various airports mainly by knowing when funds are available, and where the funds would fit with FAA priorities.

We are a growing firm with the expertise to accomplish your work, resolve the issues related to your airport projects, and who can provide the personal involvement needed for successful projects. Our reputation and experience demonstrates that the Riedesel Team, led by Marty Gergen, Principal and your Project Manager, has the expertise necessary to provide high quality and complete engineering and planning services for you and the Joslin Field, Magic Valley Regional Airport.



"RIEDESEL AND THEIR EXCELLENT STAFF HAS BEEN ONE OF THE BEST ENGINEERING FIRMS I HAVE WORKED WITH IN MY 12 YEAR TENURE AT THE PORT. THEY HAVE A HIGH LEVEL OF ORGANIZATIONAL SKILL AND ARE VERY ADEPT AT MULTI-TASKING AND WORKING UNDER PRESSURE."

- DEBBIE SNELL,
PROPERTIES & DEVELOPMENT MANAGER,
PORT OF WHITMAN COUNTY



Capabilities and Qualifications

Design and Construction

- Federal / State Funding Applications
- Site Investigation Analysis and Land Acquisition
- Specification for Snow Removal / ARFF Equipment
- Runways, Taxiways and Aprons
- Access Roads and Parking Areas
- Cost Estimates and Life Cycle Cost
- Lighting and Navigational Aids (NAVAIDS)
- Rescue and Fire Fighting Facilities
- Hangar Facilities
- Terminal Facility Design and Renovations
- Plans, Specifications and Bid Documents
- Pavement Evaluations / Management
- Geotechnical Design
- Topographic Surveying
- Construction Inspection and Testing (QA / QC)
- Automated Weather Observing System (AWOS)

Planning Services

- Master Plan
- Site Evaluation and Selection
- Master Plan Updates
- Airport Layout Plans
- Industrial Park Development
- Public Involvement

Environmental Services

- Construction Stormwater Permits
- Environmental Analysis
- Environmental Impact Statement
- NEPA and Categorical Exclusion
- Wildlife Assessment and Impact Evaluation
- Air Quality Studies
- Noise Impact Assessment

Financial and Advisory Services

- Revenue Development Programs
- Revenue and Expense Forecasts
- Economic Evaluations and Capital Improvement Plans
- Airport Marketing Plans and Operating Policies
- Airfield Maintenance Programs

Recent Airport Projects

JOSLIN FIELD, MAGIC VALLEY REGIONAL AIRPORT TWIN FALLS, IDAHO

FOG SEAL, APRON REHABILITATION, TAXIWAY EXTENSION, PCI REPORT

Runway 7/25 and a portion of the apron northwest of the terminal building were upgraded and rehabilitated. The project included paint removal, application of a pavement sealer on the porous friction course, application of new runway and taxiway surface markings including renumbering the runway designation to 8/26, and replacement of sign panels affected by the change to the runway designation. It also included full depth reconstruction of two areas of the apron on the east side of the terminal building and Taxilanes 1, 2, 3, and 8, which serve the hangars to the northwest of the terminal building. The project components also included a mill and asphalt overlay of two additional areas of the terminal apron. The work included approximately 200,000 square feet of apron reconstruction, approximately 59,000 square feet of taxilane reconstruction, and approximately 161,000 square feet of apron mill and asphalt overlay. **The Riedesel Team of engineers and designers were responsible for the timely design and construction management of this project. Riedesel has the manpower and experience to provide excellent construction observation on your aviation projects.**



LEWISTON-NEZ PERCE COUNTY REGIONAL AIRPORT LEWISTON, IDAHO

TERMINAL APRON RECONSTRUCTION PROJECT

The main Air Carrier Terminal Building Apron was reconstructed. Because this project was in the "heart" of the airport, effective and proactive communication with the airport users and staff was critical in order to incorporate their needs and concerns into the project requirements. Multiple correspondences and many meetings were held to truly learn about all the issues. The project design and contractor schedule incorporated solutions to voiced concerns. On the technical side, concrete pavement was selected by Riedesel and the Airport to provide a long term solution to static load rutting of the large air carrier aircraft. In addition, the project also included replacement of about 5,000 square yards of asphalt pavement for the terminal area overflow Fed Ex apron. **Engineering cannot be done in a box. Airport users, staff, visitors, airlines, agencies, and others all need to be considered, as necessary, and reached out to in order to address any concerns with a particular project(s). Joslin Field, Magic Valley Regional Airport (JFMVRA) has experienced from Riedesel this type of proactive interaction and have witnessed the inclusion of public comments into certain projects.**





**LEWISTON-NEZ PERCE COUNTY REGIONAL AIRPORT
LEWISTON, IDAHO
SOUTHSIDE PARALLEL TAXIWAY & APRON CONSTRUCTION
PROJECT**

Economic Development opportunities around the Airport were a major desire. By working with Economic Development Agency(s), grant funds were secured to open up approximately 80 acres of aviation development. Riedesel completed the design and construction observation of the aviation related infrastructure including an apron (approximately 230 foot wide by 1200 foot long) and a parallel taxiway (approximately 3,000 foot long by 50 foot wide) that connects to the larger air carrier runway, Runway 8/26. The aviation infrastructure provides the opportunity for expanded growth for the airport. This project completed the first stage of aviation infrastructure on the south side of the airfield and is anticipated to spur private aviation development. The \$2.78 million dollar project was completed one week ahead of schedule and approximately \$185,000 under budget. **We recognize the desire to increase economic development opportunities around the JFMVRA. In addition to our aviation engineering, we also have grant writers and engineers who have been very successful acquiring economic development grants and public infrastructure grants for public entities. We will continue to work with you in your pursuits to acquire needed funding in order to grow and expand.**



**JOSLIN FIELD, MAGIC VALLEY REGIONAL AIRPORT
TWIN FALLS, IDAHO
TWIN FALLS AIRPORT MASTER PLAN**

The Ricondo & Associates/Riedesel Team was selected to complete the Airport's Master Plan Update. Work included forecasting, a facility requirements analysis, development of airfield and terminal concepts, environmental and financial planning. A comprehensive public involvement program was also included in the project. **Riedesel and Ricondo & Associates are a proven team to the JFMVRA. Employees are well known and respected by the Airport within each organization. As later shown in this proposal, Ricondo is part of the Riedesel Team and compliments our expertise and provides JFMVRA a complete package of services.**





**JOSLIN FIELD, MAGIC VALLEY REGIONAL AIRPORT
TWIN FALLS, IDAHO
SRE BUILDING DESIGN**

A Snow Equipment and Materials Storage Building was constructed that included site improvements and utilities extensions. The 17,000 square feet SRE Building also included: offices for maintenance personnel, lunchroom, mechanical room, two restrooms, and maintenance bays including a lifting crane and pit. ***Our staff is well versed in site design and development. Over the many years we have successfully helped JFMVRA survive and thrive in the constantly changing aviation world.***



**IDAHO COUNTY AIRPORT
GRANGEVILLE, IDAHO
RUNWAY CONSTRUCTION PROJECT**

Riedesel has currently completed the bidding of this major runway construction project which will shift the existing runway 40 feet north and 100 feet east of its original position. Through aggressive contractor correspondence Riedesel helped the County to receive six bids with an apparent low 14% below the Engineer's Estimate, largely due to the competitive nature of this project. The new runway will measure 75 feet in width and 5,100 feet in length with a new runway lighting and electrical system, lighted wind cone, and runway safety area grading. This project included AGIS work to relocate the existing non-precision GPS approach, FAA Runway End Identifier Light Relocation, and coordination with several organizations within the FAA. ***Like this project, Riedesel will continue to manage and design JFMVRA projects that take into account potential problems and your specific concerns.***



**GOODING MUNICIPAL AIRPORT
GOODING, IDAHO
PAVEMENT REHABILITATION**

This project included filling pavement cracks, applying a slurry seal / fog seal coat to the runway, taxiways, taxilanes, and apron; and paint application of the associated pavement markings. ***Riedesel has the experience to be an active team member to ensure maintenance is done regularly and thoroughly.***





**IDAHO COUNTY AIRPORT
GRANGEVILLE, IDAHO
TAXIWAY RECONSTRUCTION PROJECT**

Riedesel is currently in the initial stages of scoping and negotiating the taxiway reconstruction, taxiway safety area grading, and drainage improvements at Idaho County Airport. With the reconstruction of the parallel taxiway Riedesel will have assisted Idaho



County in the complete reconstruction of their runway, taxiway, installation of automated weather observation station, updated master plan, taxiway construction, and several pavement rehabilitation projects since 2004. ***Our quality of work and personal attention is evident by the number of repeat clients and projects Riedesel has. We have a strong history and background with JFMVRA that will pay dividends in future projects and negotiations with the FAA. We only succeed when you succeed.***

**PORT OF WHITMAN BUSINESS AIR CENTER
COLFAX, WASHINGTON
RUNWAY CONSTRUCTION PROJECT**

Riedesel has currently completed the bidding of this major runway reconstruction project which will solve safety concerns by replacing the failing infrastructure. Due to our contractor correspondence during design and bidding and actively answering questions and reaching out to contractors, five bids were received.



Due to the strong bidding environment, the low bid was 13% under our Engineer's Estimate. The runway will measure 60 feet in width and 3,109 feet in length with a new runway lighting and electrical system, lighted wind cone, and runway safety area grading. Storm drainage concerns are also an integral part of this project and will be managed by constructing underdrains, a trench drain, and culverts to accommodate the expected runoff. With this project, Riedesel will have assisted the Port in the construction of their runway, parallel taxiway and apron expansions since 2007 as well as updated the Airport Layout Plan. ***Over the years we have not only exhibited our airport-related knowledge but also our general civil engineering expertise in solving similar drainage and other infrastructure problems for JFMVRA. We understand that unplanned projects come up. Our team is prepared to respond to any of your needs at any moment. We will be there when you need us.***



**IDAHO COUNTY AIRPORT
GRANGEVILLE, IDAHO
EA FOR THE LAND ACQUISITION & RELOCATION OF
RUNWAY**

The Idaho County Airport pursued land acquisition in order to protect the airport's airspace from encroaching development and to shift the runway 40 feet to the north to increase the taxiway to runway separation distance. Riedesel completed the environmental requirements for the land acquisition and runway reconstruction. The environmental assessment followed NEPA requirements and considered several issues, including Endangered Species Act, wetlands, and prime farmland impacts. ***Riedesel will continue to help MVRA navigate their way through environmental requirements as they come up. With successful past experience, the proposed Environmental Assessment for the Taxilane slated for 2017 will be completed and JFMVRA will be placed in a position to acquire funding and complete the project.***



**PORT OF WHITMAN BUSINESS AIR CENTER
COLFAX, WASHINGTON
APRON CONSTRUCTION PROJECT**

Prior to the project, the Airport did not have paved apron areas. The project completed the construction of three apron areas, nearly 2 acres of new apron that includes 10 aircraft tie downs. The new apron areas also accommodate the new public hangar and future public fueling facilities. Construction of this fast-track project was completed in just over 1 month and 5% under budget. ***Our local presence to JFMVRA, like the Port of Whitman, allows us to respond quickly on site to address your needs as well as be able to attend meetings very easily and cost effectively.***



**JOSLIN FIELD, MAGIC VALLEY REGIONAL AIRPORT
TWIN FALLS, IDAHO
SLURRY SEAL**

The project consisted of approximately 250,000 square feet of slurry seal. The rehabilitation project included filling pavement cracks and applying a slurry seal coat to Runway 12/30, most taxiways, taxilanes, and aprons. ***Riedesel has proven our ability to help with maintenance projects like the future Slurry Seal / Crack Fill project.***



WELLS NEVADA MUNICIPAL AIRPORT
WELLS, NEVADA
PAVEMENT AND SLURRY SEAL

Like all airports, periodic maintenance is required to extend the life of the infrastructure. The maintenance project for Wells involved airport's paved runway, Runway 8/26, the single existing taxiway, aircraft tie-down aprons, and two hangar access aprons. Crack sealing, Emulsified asphalt slurry seal and Pavement surface markings were completed as a part of this project. **Riedesel is proactive in helping our clients identify maintenance related projects on their Capital Improvement Plan.**



GOODING MUNICIPAL AIRPORT
GOODING, IDAHO
RUNWAY AND APRON RECONSTRUCTION

Improvements were necessary in order for the Airport to serve their customers and the public. The project included the design for the full depth reconstruction of Runway 7/25 pavement to a width of 75 feet and length of approximately 4,735 linear feet; the construction of a 35 foot wide and approximately 1,400 linear foot long taxiway; and the full depth reconstruction of approximately 17,000 square yards of existing apron. **Construction observation was a key component on this project that was successfully managed and staffed by Riedesel employees.**



IDAHO FALLS AIRPORT
IDAHO FALLS, IDAHO
TAXIWAY / APRON DESIGN

Idaho Falls Regional Airport awarded Riedesel Engineering a contract for the Taxi Lane, Aircraft Parking Apron, Landside Access Road and Utility Installation Project. The scope of work included taxi lane and apron design, building elevation evaluation meeting Part 77 requirements, and a 7:1 slope to enable maximum land use. Work also involved coordination with the City of Idaho Falls regarding landside access and an intersection layout. **Riedesel works to build a close relationship with each client, so that we can function as "extended staff." Our Culture provides a setting where employees can successfully accomplish the assigned work.**





CHALLIS AIRPORT
CHALLIS, IDAHO
ENVIRONMENTAL ASSESSMENT (EA)

This EA was completed under the direction of the City of Challis, the FAA, and the Idaho Department of Transportation (ITD) - Aeronautics Division. The EA identified the potential environmental impacts associated with the proposed development actions including land acquisition, tree/brush removal, ditch relocation, and parallel taxiway extension improvements for the Challis Airport. **We pride ourselves on our ability to solve problems by thinking “outside the box” and using innovative approaches to advance projects.**



JOSLIN FIELD, MAGIC VALLEY REGIONAL AIRPORT
TWIN FALLS, IDAHO
TERMINAL BUILDING

The terminal expansion and renovation project is based on the recommendations of the December 2012 FAA Master Plan Update for Joslin Field, Magic Valley Regional Airport. The Master Plan recommendations include the need to expand and remodel some areas of the existing terminal building to meet current and future demand capacity within the planning period. The existing hold room is undersized with inadequate circulation, in large part due to the passenger screening space that was enlarged and expanded into the existing hold room following 9/11. The existing hold room has no restrooms, making it difficult for passengers to remain in the hold room for an extended period of time prior to boarding the aircraft. The sterile passenger hold room currently has no space for food and beverage concessions of any kind. This project will improve the efficient flow of passengers in the terminal ticket lobby. This project will restore/preserve space for up to three airline tenants, including ticket counters, ATO and baggage make-up space. This project has been bid and is in motion to move forward. **We will continue to work with you and the FAA to develop project funding strategies and approaches to your projects that need tackling.**





Joslin Field, Magic Valley Regional Airport
Statement of Qualifications for Architectural/Engineering Services

Ability to meet Budgets and Schedules

Grant or Year	Project	Final Cost Construction	Engineer's Estimate	Low Bid	Completed on Time
JOSLIN FIELD, MAGIC VALLEY REGIONAL AIRPORT					
-14	ARFF Building	\$249,362	\$315,000	\$281,548	X
-15	Emergency Access Road & Wind Cone	355,932	306,657	255,789	X
-16	Taxiway "L"	80,407	100,382	80,090	X
-17	Runway 7/25 Rehabilitation	1,394,583	1,905,791	1,571,571	X
-19	Snow Removal Equipment	260,746	310,000	260,746	X
-19	SRE Building	165,800	200,000	167,700	X
-19	Pavement Rehabilitation	982,896	1,092,352	998,502	X
-20	Security & Emergency Generators	538,912	739,000	536,099	X
-24	Taxiway Delta	3,069,221	3,142,640	3,000,000	X
-26	Runway 12/30 Reconstruction	744,313	747,630	882,430	X
-27	Equipment Procurement	540,000	550,000	540,000	X
-28	Apron Rehabilitation	1,576,366	1,887,470	1,625,000	X
-29	Pavement Rehabilitation	445,628	453,224	403,642	X*
2013	Apron and Taxilane Construction		3,062,190	2,541,111	X
LEWISTON-NEZ PERCE COUNTY REGIONAL AIRPORT					
-16-18	Safety Area Extension	4,741,627	8,256,765	5,148,804	X*
-20-21	Runway 8/26 Reconstruction	4,841,661	4,823,501	4,703,117	X*
-23-24	Taxiway B, C & D Reconstruction	1,851,023	1,908,389	1,890,013	X
-26-29	Apron Reconstruction	1,829,682	1,734,350	1,850,895	X
2012	Terminal Southside Taxiway & Apron	2,593,051	3,103,506	2,769,715	X
OROFINO MUNICIPAL AIRPORT					
2007	Parallel Taxiway Reconstruction	229,101	268,610	249,572	X
2007	Runway Reconstruction	1,075,139	1,096,830	1,018,150	X
2012	Apron, Access Road and Rehab	520,080	500,858	566,175	X
2014	Small Airport Terminal	212,083	191,125	214,040	X
PORT OF WHITMAN BUSINESS AIR CENTER					
2004	Parallel Taxiway Construction	824,769	885,650	846,303	X
2012	Apron Construction	512,345	501,255	536,450	X
IDAHO COUNTY AIRPORT					
2009	Pavement Rehabilitation Project	202,696	268,660	200,643	X*
2013	AWOS	147,664	143,760	147,664	X
JEROME COUNTY AIRPORT					
-03	Taxiway Reconstruction	262,732	302,535	224,245	X*
-04	Runway Reconstruction	1,081,578	1,256,888	1,074,030	X
CHALLIS AIRPORT					
2002	Pavement Rehabilitation	115,024	131,150	107,777	X*
2004	PAPI & Beacon	78,252	82,994	76,973	X*
2008	Taxilane and Apron Reconstruction	518,058	700,285	536,165	X
2010	Pavement Rehabilitation	129,180	174,275	110,620	X*
GOODING MUNICIPAL AIRPORT					
2005	Apron Construction, Seal Coating	367,727	312,912	376,408	X
2010	Runway Reconstruction	2,177,802	3,350,186	2,267,547	X
2011	Slurry Seal	89,069		96,267	X

*Owner Added Work



Current Projects

<i>Sponsor</i>	<i>Contact Name & Number</i>	<i>Project Description</i>	<i>Project Manager</i>	<i>Start/ Completion Dates</i>
Idaho County	Mike Cook 208/451-0154	Idaho County Airport Runway Design	Kayla Brown	6/2013 6/2015
Port of Whitman County, WA	Debbie Snell 509/397-3791	POWBAC Runway Construction	Kayla Brown	10/2014 10/2015
City of Castleford	Twila Crawford 208/537-6544	City of Castleford Wastewater Improvement Project	Andrew Kimmel	11/2012 12/2015
Idaho County	Mike Cook 208/451-0154	Idaho County Airport Runway-Construction	Kayla Brown	6/2015 10/2015
LHTAC	Wayne Herbal 208/344-0565	KN 12084; Bob Barton RD; 1950E to 2200E;	Aaron Wert	11/2011 12/2015
City of Lewiston	Tim Barker 208/743-2313	Lewiston Downtown IRRP 2015 CEI	John Watson	2/2015 1/2016
City of Twin Falls	Jackie Fields 208/735-7248	CSI Student Safety Initiative - Cheney/North College Connection	Aaron Wert	02/2015 5/2015
Idaho Forest Group	Kevin Tomlinson 208/983-6538	Idaho Forest Group, Lewiston - General Engineering	John Watson	2/2012 ongoing
LHTAC	Odo Grandi 208/344-0565	Key #12051 STC-3840 Ola Hwy	Aaron Wert	6/2014 5/2015
City of Twin Falls	Jason Brown 208/735-7272	Jayco Lift Station Improvements	Martin Gergen	8/2014 10/2015
Franklin County	Dirk Bowles 208/852-3724	Preston Airport Environmental Assessment	Martin Gergen	12/2014 2/2016
City of Wells, NV	Jolene Supp 775/752-3355	Wells Master Plan	Martin Gergen	6/2013 9/2015
Idaho Forest Group	Kevin Dahler 208/983-6538	Idaho Forest Group - Grangeville Mill	John Watson	6/2013 ongoing
Agri Service	Clint Schnoor 208/420-9115	Agri-Service Site Plan	Keven Shreeve	4/2014 9/2015
City of Twin Falls	Bill Carberry 208/733-5215	Twin Falls Airport Terminal Building - CSHQA	Martin Gergen	2/2014 12/2016
City of Homedale	Alice Pegram 208/337-4641	2015 Homedale Airport Pavement Maintenance	Martin Gergen	12/2014 9/2015
City of Challis	Kellie Wahlstrom 208/879-2386	Challis Airport Environmental Assessment	Martin Gergen	10/2012 10/2015
City of Hazelton	Gene Brown 208/829-4033	Hazelton Water Facility Planning Study	Andrew Kimmel	12/2014 4/2016
City of Orofino	Rick Laam 208/476-4725	Orofino Small Airport Terminal	Kayla Brown	4/2014 5/2015
Progressive AE	David Shull 616/447-3432	Fabri-kal Site Development	Andrew Kimmel	1/2015 7/2015
City of Homedale	Alice Pegram 208/337-4641	City of Homedale-Water Facility Plan	Andrew Kimmel	3/2015 1/2016



Joslin Field, Magic Valley Regional Airport
Statement of Qualifications for Architectural/Engineering Services

Sponsor	Contact Name & Number	Project Description	Project Manager	Start/ Completion Dates
City of Gooding	Todd Bunn 208/934-5669	Gooding Airport Environmental Assessment	Martin Gergen	1/2015 12/2015
Scott Hedrick Construction	Scott Hedrick 208/345-5800	Jerome County Criminal Justice Center	Martin Gergen	8/2014 10/2015
City of Moscow	Kevin Lilly 208/883-7028	Moscow Middle School SR2S Safety Improvement Key No. 14337	Garrett Frei	1/2014 9/2015
City of Lewiston	Alannah Bailly 208/790-8809	Thain Rd. and Grelle Ave. Lewiston - Key No.13895 SMA 7384 Int.	John Watson	12/2014 6/2015
City of Parma	Nathan Leigh 208/722-5138	Parma Airport Pavement Maintenance	Martin Gergen	4/2015 9/2015
Nez Perce Tribe	Mary Beth Frank 208/843-7324	AhtWay Environmental	John Watson	6/2014 9/2015
City of Twin Falls	Jackie Fields 208/733-7273	Cheney Waterline Relocation	Aaron Wert	9/2014 10/2015
City of Orofino	Rick Laam 208/476-4725	Bartlett/Forsman Waterline Replacement	John Watson	10/2014 9/2015
City of Lewiston	Joe Kaufman 208/746-3671	Lewiston Sewer Pipe Bursting	John Watson	2/2015 6/2015
City of Orofino	Rick Laam 208/476-4725	Orofino - Main Street Lift Station	Garrett Frei	3/2014 6/2015
Grangeville Highway District	Matt Hollman 208/983-2880	Highway 7 Slope Repair	John Watson	2/2015 7/2015
Port of Lewiston	Dave Doeringsfield 208/743-5531	Port of Lewiston General Engineering	John Watson	6/2013 ongoing
Washington State University	Jeff Lanningan 509/335-7221	Olympia Avenue Residence Hall Access - Contract No. 22183	John Watson	12/2014 6/2015
City of Lewiston	Tim Barker 208/743-2313	Sunset Park Parking - Lewiston Parks & Rec.	Garrett Frei	2/2015 7/2015
City of Meridian	Clint Dolsby 208/888-4433	Waterline Replacement - Lynhurst P1 to W Penwood 1	Andrew Kimmel	1/2014 6/2015
City of Homedale	Alice Pegram 208/337-4641	City of Homedale - City Engineer	Martin Gergen	3/2014 ongoing
Wendell Highway District	Mitch Bunn 208/536-6157	Wendell Highway District 2014-2015 General Engineering	Aaron Wert	8/2014 ongoing
Port of Othello	Doyle Palmer 509/488-2544	Othello Airport FY 2015 Project	Martin Gergen	2/15 11/15
Idaho County	Mike Cook 208/451-0154	Idaho County Airport Runway – Taxiway Design	Kayla Brown	3/2015 6/2016



Key Personnel

We have assembled a very talented team, with local expertise, to provide you the quality of services you need and expect. We have the proven capability to provide the full expertise needed for your upcoming projects, from planning to design to construction inspection.

The Riedesel Team has been tailored to respond to the administrative, planning, technical and logistical requirements necessary to successfully accomplish the proposed airport improvement projects. Our key project personnel are listed below, with their designated role and extent of participation each will have in your airport projects.

Key Personnel	Role	Background & Experience	Anticipated Level of Participation
Marty Gergen, P.E.	Project Manager	18 years as a Project Manager on Airport Improvement and Planning Projects with FAA Construction Management Experience; 29 years Civil Engineering Design	50%
Chevy Bailly, P.E.	Design Manager	14 Years Airport Planning, Design and Construction / Project Management	80%
John Watson, P.E.	Quality Control	20 Years Design and Construction / Project Management	20%
Kayla Brown, P.E.	Design Engineer	9 Years Design and Construction	20%
Garrett Frei, P.E.	Design Engineer/ Construction	8 Years Design and Construction	20%
Shawn Wittenberg	Construction Inspection	10 Years of Airport Inspection and Materials Testing	100% During Construction
Cody Wright	Designer	11 Years of Design and Surveying Services	80%
Bill Rowland	Sr. Designer	10 Years of Design	80%
Tracy Reed	Grant Administrator	15 Years Grant Administration and Regulatory Compliance	50%
Dave Mitchell, P.E. (T-O)	Quality Control	20 Years of Airport Project Management	10%
Chuck Schoenfelder (T-O)	Construction Management	35 Years of Airport Constructability Reviews - FAA Construction Management Experience	15% During Construction
Nathan Cuvala (T-O)	Project Manager	12 Years of Airport Construction and Project Management	15% During Construction



Project Organizational Chart





Project Manager - Qualifications and Experience



MARTIN "MARTY" GERGEN, P.E., PROJECT MANAGER, PRINCIPAL, has worked with Riedesel Engineering, Inc. since 1997. He has worked various FAA and State funded airport improvement projects, roadway and highway improvements and related utility system upgrades. He has been responsible for project management and / or design of 25 projects at Joslin Field, Magic Valley Regional Airport, starting with the design of a medium intensity taxiway lighting system, new regulator, and back-up generator system in 1997 and continuing through the current Terminal Expansion project.

He has worked at Joslin Field, Magic Valley Regional Airport over the past 18 years. He was the Project Manager for the construction of taxiways, extension of Taxiway "D", apron rehabilitation, Master Plan Update Project, Water System Upgrades, BLM Fire Fighting Base Facility, various pavement rehabilitation projects, Snow Removal Equipment Acquisition, Pavement Condition Index Report, SRE Building project, and BLM heli-port. He is currently working on the Terminal Expansion project with CSHQA.

Marty is currently the Project Manager for the FAA funded Homedale Municipal Airport pavement maintenance project, Challis Municipal Airport Environmental Assessment project, Preston Runway Design and Environmental Assessment project, Gooding Environmental Assessment project, Othello Airport and Principal-in-Charge for all of Riedesel Engineering's airport projects company wide.

Marty has more than 25 years in both civil engineering and airport related experience. His primary professional focus is in aviation engineering and planning. Marty has designed and/or managed numerous projects on various airports throughout Idaho including; Twin Falls, Lewiston Nez Perce, Pocatello, Challis, Preston, Orofino, Idaho County, Jerome, Burley, Parma, Aberdeen, and Buhl airports. As your Project Manager, Marty will meet with the Airport representatives to discuss project goals, the scope of services that will be required for task orders, proposed completion dates and project budgets. As such, Marty will be an extension of the Airport's staff, as he always has, and will be available to attend and participate in meetings. As Project Manager, he will have full authority to commit the resources necessary to complete projects within budget and schedule.

Reference Info:

Mark Mitton	City Administrator, City of Burley	(208) 878-2224
Alice Pegram	City Clerk, City of Homedale	(208) 337-4641
Todd Bunn	Public Works Director, City of Gooding	(208) 934-5669



Project Team - Qualifications and Experience



CHEVY BAILY, P.E., DESIGN MANAGER, has 14-years professional experience with strong design skills and conceptual planning talents. He has played a critical role in the timely and accurate performance on many Joslin Field, Magic Valley Regional Airport projects, most recently on the Terminal Expansion. Chevy brings to his clients his practical approach to solving problems. He also brings needed skills like surveying, designing, drafting, construction management, and project management.

Environmental assessments, master planning, site designs, public works, and transportation-related designs have been successfully completed for several clients. His experience ranges from public works (municipalities) to private work (land development). He has worked on several airport projects throughout Idaho, including most recently the Preston Airport Safety Fencing construction project. Chevy's construction background also provides seasoned experience working with contractors as well as the ability to perform constructability reviews for projects under design.

Reference Info:

Mark Mitton	City Administrator, City of Burley	(208) 878-2224
Rick Wuori, PE	City Engineer, City of Jerome	(208) 324-9669
Scott Allen	Twin Falls Highway District	(208) 733-4062



JOHN WATSON, P.E., QUALITY CONTROL, experience includes the management and design of dozens of airport projects in Idaho and Washington. His experience ranges from airport planning and design to construction administration and inspection. Projects include runway, taxiway and apron construction, pavement rehabilitation, AWOS & PAPI installation, Twin Falls Airport ARFF Building, fencing/gates, and other related projects. John's experience is extensive and includes a 135 projects in Idaho including projects at several small general aviation airports.

Reference Info:

Robin Turner	Retired Airport Manager, Lewiston-Nez Perce Regional Airport	(208) 743-8872
Rick Laam	Airport Manager, City of Orofino	(208) 476-4725
Mike Cook	Airport Manager, Idaho County	(208) 451-0154



KAYLA BROWN, P.E., DESIGN ENGINEER, experience is focused on airport planning, design, and construction observation projects as well as transportation, environmental permitting, and site development projects. Kayla has been the lead designer and on-site construction representative for the runway reconstruction at Orofino Municipal Airport and the parallel taxiway reconstruction at the Port of Whitman County Business Air Center. She has been responsible for Riedesel's full-time construction observation services for several airport projects. In addition, she was the lead designer for the Lewiston Terminal Apron Reconstruction project. She has developed capital improvement plans for pavement rehabilitation projects.

Reference Info:

Debbie Snell	Development Mgr, Port of Whitman Co.	(509) 397-3791
Rick Laam	City Administrator, City of Orofino	(208) 476-4725
Mike Cook	Idaho County Airport Manager	(208) 451-0154



GARRETT FREI, P.E., DESIGN ENGINEER / CONSTRUCTION, has a diverse range of projects with Riedesel making him a well versed engineer. Garrett has valuable experience in construction engineering and inspection (CE&I) on both local and federal-aid projects, including airports. He works well with contractors and represents his clients professionally to achieve a successful project. His experience includes airport and municipal planning, design, and construction services. Garrett has successfully accomplished design and construction management for several stormwater facilities, roadways, pedestrian pathways, airport projects, and subdivisions. His practical knowledge, communication skills, work ethic, design experience, project initiative and his team mentality are assets in satisfying client needs.

Reference Info:

Kevin Lilly, P.E.	City Engineer, City of Moscow	(208) 883-7025
Rick Laam	City Administrator, City of Orofino	(208) 476-4725
Robin Turner	Retired Airport Manager, Lewiston-Nez Perce Regional Airport	(208) 743-8872



Joslin Field, Magic Valley Regional Airport
Statement of Qualifications for Architectural/Engineering Services



SHAWN WITTENBERG, CONSTRUCTION INSPECTION / MATERIALS TESTING, has performed construction observation, testing and inspection for more than 50 individual projects throughout Idaho, California, and Arizona with over 15 years of construction inspection and materials testing experience. He has worked at the Magic Valley Regional Airport on projects needing inspection and materials testing, namely the SRE building, taxi lane improvements, and other reconstruction projects. Experience also includes roadway and highway pavement construction materials testing, underground utility installation observation inspection, aggregate crushing operations and testing of materials being produced for municipal or private sales including laboratory testing and field testing of asphalt, soil, and concrete.

Reference Info:

Tim Pollard	Petersen Brothers Construction	(208) 358-4768
Jack Snyder	Western Construction	(208) 850-2805
Darrin Scott	City of Twin Falls	(208) 308-1865



CODY WRIGHT, DESIGNER, provides over 11 years of drafting and designer experience. Cody offers clients and members of the team attention to detail to the projects assigned to him. Cody's responsibilities have included preparing various types of plans for building sites, subdivision, highway and bridge. He has years of experience on a survey crew and understands what it takes to produce accurate work. He has also worked on many construction sites providing necessary construction staking.

Reference Info:

Derek Wolfley	Sr. Designer, Power Engineers	(208) 788-3456
Kelly Sheldon	Amalgamated Sugar	(208) 733-4104



Joslin Field, Magic Valley Regional Airport
Statement of Qualifications for Architectural/Engineering Services



BILL ROWLAND, SENIOR DESIGNER, has been providing civil engineering design, drafting and surveying services for over 10 years in various capacities. His experience ranges from designing and drafting plans for airport and site development projects to conducting boundary and topographic surveys, and construction staking. Bill is familiar with various areas of airport, roadway, utility, and stormwater design. Bill also assists the project managers in areas such as project estimates, design reports, and upholding project deadlines.

Reference Info:

David Doeringsfeld	Manager, Port of Lewiston	(208) 743-5531
Kevin Tomlinson	Project Manager, Idaho Forest Group	(208) 983-6538



TRACY REED, GRANT ADMINISTRATOR, has over 38 years combined office experience with over 14 years of grant administration and construction/engineering support experience. She has been responsible for preparing federal and state reporting forms on FAA and other federal-aid projects that meet the requirements of individual agencies. Tracy has a broad range of capabilities to serve the clients in an efficient manner, as well as search for solutions that meet our clients' needs. She is proactive in finding solutions to problems and has the unique ability to network with

people.

Reference Info:

Steve Sprague, P.E.	LHTAC	(208) 344-0565
Jolene Supp	City Manager, City of Wells, NV	(775) 752-3355
Todd Bunn	Public Works Supervisor, City of Gooding, ID	(208) 934-5669



Experience and Qualifications in FAA AIP Grant Program

Riedesel and Marty Gergen have demonstrated to the Magic Valley Regional Airport for over 30 years their knowledge and ability to work within the FAA regulations and Advisory Circulars. Many projects have been funded and successfully completed through the AIP Grant Program. Our past project experience with you speaks for itself.

As evidenced by the listing of our recent FAA funded airport projects, Riedesel has developed a solid foundation working with the FAA, specifically the Northwest Mountain Region and more recently Helena ADO. Yours, and many other projects, have resulted in an established, strong working relationship with several FAA staff members, including, most importantly Carol Key, Dave Snelling, Steve Engebrecht, and Carol Sumi. The evolution of these working relationships is based on mutual trust and understanding and effective communications (written and verbal) with adherence to project scopes and budgets.

Riedesel has earned the reputation of being innovative in our approach, responsive to our client's needs and able negotiators.



We pride ourselves in assisting our clients achieve solutions to the complex issues that typically surround airport improvement projects. Our approach is to provide complete services for your airport project – from project start through completion of construction and submittal of the FAA's Project Close-Out Report. We will work closely with you, your staff and stakeholders on all project issues to assure compliance with applicable local criteria, policies, and procedures and FAA guidelines and regulations.

As an Idaho based company we are intimately familiar with Idaho State public works procurement requirements. We will work along with your legal counsel to keep your contract documents in compliance with both FAA and State of Idaho regulations.



Qualifications and Experience of Subconsultants

Proven Professional Network

To ensure we can address all of your project needs, Riedesel Engineering has added several subconsultants to our team. **Many of these professional partners have already worked on projects for the Magic Valley Regional Airport and are well known and respected by Airport staff.** Some of these professionals bring efficiencies to our team because of their current working knowledge of your airport while others bring special expertise that will ensure future project successes. We recognize that unanticipated scope tasks may arise that may require the expertise of one or more of our team members. **We have proven our ability and readiness to use our industry network to bring the best professional(s) to you for any given desired purpose which may be outside our area of expertise.**

Subconsultant – General and Construction



T-O ENGINEERS

T-O Engineers is a leading northwest consulting, planning and engineering firm serving Idaho, Washington and Oregon. They provide expertise in airport planning, airport business and operations, aviation and civil engineering, surveying, and construction administration services. They have experience working with all types of clients, including local governments, state and federal agencies, and private individuals. They currently employ over 50 professionals and maintain offices in Coeur d'Alene, Boise and Nampa, Idaho. For over 27 years they have provided a full range of aviation services and have successfully worked with clients and the FAA to plan and develop implementation strategies to achieve goals, while working within the AIP and state grant systems.

Dave Mitchell, Peer Review, is an experienced project manager and the leader of T-O Engineers Aviation Services Group. He serves airport clients exclusively and has led airfield projects at numerous airports throughout Idaho and the surrounding area. He began his career as a civil engineering officer in the U.S. Air Force. After serving for four years, working primarily on airfield projects, he joined T-O Engineers and brought his military experience to work in civil aviation. David has worked on airfield projects of all sizes, from small security improvements to major runway rehabilitations, including multiple planning and environmental studies. His experience includes planning, project formulation and implementation of a \$30 million runway safety area improvement program at Friedman Memorial Airport in Hailey, Idaho.



Chuck Schoenfelder, Quality Construction Manager, has over 35 years of experience in construction management. His experience includes project management, cost controls, airport planning, heavy civil construction, feasibility studies, mining operations and mine operations planning. Chuck's current responsibilities include supervision of on-site construction staff, quality assurance program over-site and administration, cost estimates, specification and contract document preparation, and bid analysis.

Subconsultant – Environmental



North Wind, Inc., (NWI), is a wholly owned subsidiary of CIRI, an Alaska Native Corporation and a women-owned, small disadvantaged business. NWI is an award-winning small business leader in the environmental management, engineering, and construction service industries. Denise Stark and Trinity Schlegel will be the primary contacts for NWI. The North Wind offices have the resources necessary to manage and complete many different kinds of environmental reports, including Environmental Assessments, Environmental Impact Statements, Biological Assessments and Evaluations, Cultural Resource reports, and Hazardous Materials reports. NWI currently provides engineering, scientific, and regulatory support to numerous federal and state agencies including the Federal Aviation Administration (FAA), Federal Highway Administration (FHWA), U.S. Army Corps of Engineers (ACOE), Idaho Transportation Department (ITD), U.S. Environmental Protection Agency (EPA), Department of Defense (DOD), and Department of Energy (DOE).

Subconsultant – Architect



CSHQA Architects and Engineers is an award-winning, full-service design firm specializing in architecture and engineering. Martin Hahle and Larry Myers will be the primary contacts for CSHQA.

CSHQA is currently involved with the Magic Valley Regional Airport Terminal Expansion project. CSHQA is a "one-stop-shop" for vertical aviation projects, offering architecture, interior design, landscape architecture, and all major engineering disciplines, including: electrical, mechanical, structural, fire protection, and communications engineering under one roof. With over 35 years of aviation experience they have built a national reputation for work on small-hub and no-hub terminals and related airport support facilities. They are familiar with airport operations and are aware of the requirement to comply with all FAA and TSA regulations, advisory circulars and design guidelines specific to each project type.



Subconsultant – Planning



Ricondo & Associates, Inc. (R&A) is a full-service aviation consulting company specializing in airport planning in support of airport owners and operators, airlines, and federal and state agencies. **Ricondo recently completed the Joslin Field, Magic Valley Regional Airport Master Plan Update. The Master Plan also included Riedesel and North Wind.** What distinguishes Ricondo in airport planning is their sole focus on the aviation industry, responsive approach to delivery of services, and commitment to supporting their clients, beginning with preliminary planning and continuing through design support, federal processing, financing, and project construction. Joe Birge and Jason Apt will be the primary contacts and will lead Ricondo's Planning Discipline contact.

Riedesel Engineering and Ricondo have a long-established relationship. We have teamed on an AWOS project for Idaho County and worked on the ALP Master Plan Update Projects for both the Orofino and Idaho County Airports. Ricondo is able to provide the Riedesel Team the breadth of experience of a consulting group with national focus, yet provide those services through an office staffed with associates who have many years of experience in the Rocky Mountain region. This capability complements Riedesel Engineering's airport planning experience. Both firms pride themselves on long-standing client relationships stemming from the commitment to providing quality work on every project and being able to fulfill all of an airport's facility development needs, easily, quickly, and in a coordinated fashion.

Subconsultant – Geotechnical



Terracon specializes in geotechnical engineering, construction materials engineering, pavement engineering, and environmental services. Members of Terracon's staff have provided geotechnical and materials testing services for Idaho airport projects since 1970. Projects have included the Boise Air Terminal, Jerome County Airport, Weiser Airport, Challis Airport, Gooding, Mountain Home, Lewiston-Nez Perce, and Wells, Nevada Airports.



Capability to Perform

Production of all plans, designs, and concepts will originate from the Riedesel home office located here in Twin Falls. Marty Gergen will lead our local staff of professionals and will take the responsibility to coordinate and work with Bill Carberry and others through various stages of any given project. As may be warranted from time-to-time, our Meridian and Lewiston offices may be employed to provide additional manpower to accomplish a given task in a timely manner. The Riedesel Team has proven that, with assistance from our subconsultants, every project that is anticipated will be successfully completed.

Our staff stays current with new regulations, policies, and procedures in order to provide quality products—from initial concept through planning, design, construction and project closeout consistent with our established long term working relationship at Joslin Field, Magic Valley Regional Airport.

Our offices are connected by an area-wide network which allows each staff member full access to all project files. This connectivity also allows for access to the complete variety and diversity of the combined expertise of Riedesel's technical abilities, resources and contacts.

RIEDESEL WILL CONTINUE TO PROVIDE JOSLIN FIELD, MAGIC VALLEY REGIONAL AIRPORT WITH A TALENTED, LOCAL, PROACTIVE, COHESIVE PROJECT TEAM THAT WILL PROVIDE EXPERIENCED AIRPORT CONSULTING ENGINEERING SERVICES IN A CLOSE, SEAMLESS WORKING RELATIONSHIP WITH AIRPORT AND CITY STAFF. THE TWIN FALLS OFFICE OF RIEDESEL WILL BE THE PRIME CONTACT AND PRINCIPAL CONSULTANT FOR JOSLIN FIELD, MAGIC VALLEY REGIONAL'S FAA GRANT ADMINISTRATION, FUNDING APPLICATIONS, COORDINATION, AND PREPARATION OF DESIGN / CONSTRUCTION DOCUMENTS.

We are proud of the fact that neither the company nor an airport Sponsor has ever had a claim on an airport development project result in litigation.

Affirmative Action

Riedesel Engineering has adopted a current Affirmative Action Program in accordance with Executive Order 11246 and with the provisions of the Department of Transportation Regulations Title 49 CFR Part 26 (DBE) and 49 CFR Part 30 (FTRC). We have employed minorities since we started doing business in 1984. We do not discriminate because of race, color, sex, religion, national origin, mental or physical handicap, political affiliation, sexual orientation, or marital status. Furthermore, Riedesel Engineering prepares the required DBE Plans for our clients and calculates the appropriate DBE goals for each specific project, as required.



Other Information – Client References

Riedesel Engineering, Inc. performs work with the highest of professional integrity. We make every effort to work with the airport personnel and users to create as little disruption to their job or business as possible.



Gooding Airport
City of Gooding, Idaho
Todd Bunn, Public Works Director
308 Fifth Avenue W.
Gooding, ID 83330
(208) 934-5669



Burley Municipal Airport
Mark Mitton, City Administrator
City of Burley
PO Box 1090
Burley, ID 83318
(208) 878-2224



Idaho Transportation Department
Division of Aeronautics
William Statham
PO Box 7129
Boise, ID 83707-1129
(208) 334-8784



Parma Municipal Airport
Runway Reconstruction Project
Nathan Leigh, Mayor
City of Parma
PO Box 608
Parma, ID 83660
(208) 722-5138



Idaho County Airport
Mike Cook, Airport Manager
320 West Main Street, Room 5
Grangeville, ID 83530
(208) 451-0154



Lewiston-Nez Perce County Regional Airport,
Various Projects
Mr. Robin Turner, Retired Airport Manager
406 Burrell
Lewiston, ID 83501
(208) 743-8872



Preston Airport, Franklin County
Dirk Bowles
County Commissioner
39 W. Oneida
Preston, ID 83263
(208) 852-1090



Orofino Airport
Rick Laam, City Administrator
Various Airport Projects
P.O. Box 312
Orofino, ID 83544
(208) 476-4725



Port of Whitman - Business Air Center
Ms. Debbie Snell, Properties & Development
Manager
Parallel Taxiway & Safety Area Grading
302 N Mill Street
Colfax, WA 99111
(509) 397-3791



Bannock County Road & Bridge
Dan Copeland, Supervisor
5500 S 5th Avenue
Pocatello, ID 83204
(208) 233-9591



Riedesel Engineering, Inc.
www.riedeselengineering.com

Twin Falls Office
202 Falls Avenue
Twin Falls, ID 83301
Phone (208) 733-2446
Fax (208) 734-2748

Lewiston Office
77 Southway Avenue, Suite C
Lewiston, ID 83501
Phone (208) 743-3818
Fax (208) 743-3819

Meridian Office
850 E. Franklin Rd., Ste. 403
Meridian, ID 83642
Phone (208) 898-9165

Interview Evaluation Sheet
Joslin Field, Magic Valley Regional Airport
Consultant Selection Scoring
Date: _____

Firm: _____

Evaluator: _____

1. Qualifications, experience and background of firm and sub-consultants. _____/25

Comments:

2. Key Personnel background and availability for the project. _____/25

Comments:

3. Recent experience in airport projects comparable to the proposed projects
and experience with the FAA (Northwest Mountain Region and the Helena ADO).

Comments: _____/25

4. Familiarity with the airport and projects/sponsors special needs/concerns _____/25

Comments:

Total _____/100



Monday July 27, 2015
To: City Council
From: Travis Rothweiler, City Manager

Request:

Consideration of a request to negotiate a contract with Starr Corporation to act as the City's Construction Manager/General Contractor on the City Hall/Public Safety Complex project.

Time Estimate:

The staff presentation will take approximately 5 minutes. Following the presentations, we expect some time for questions and answers.

Background:

The City solicited requests for qualifications (RFQ) from qualified contractors to provide construction manager/general contractor (CMGC) services for the City's City Hall/Public Safety Complex project. Statements of qualification were due on June 25th. Staff received six submittals in response to the RFQ.

Don Hall, Suzanne Hawkins, Brian Pike, Mitch Humble and I interviewed all six responding firms on July 16th. Clint Sievers and Scott Straubhar, two architects with Hummel Architects, were also present in the interviews, but did not participate in the ranking. Each firm was given an hour to present their qualifications to and answer questions from the interview panel.

After the presentations and some discussion by the interview panel, each interviewer ranked their top three firms. The individual rankings were then combined. Based on these combined rankings, the top three firms were:

1. Starr Corporation
2. Layton Construction
3. Andersen Construction

The Interview panel's comments about why Starr Corporation ranked first are interesting. All three of these firms are very well qualified. There were several comments about building a relationship with the CMGC firm. The Starr Corporation team will be a good fit with the architects and the City staff, creating a team with a strong working relationship. Starr Corporation has a demonstrated history of building strong relationships with their clients. The presenters made an immediate connection with the interview panel.

Starr Corporation is also a local firm, based here in Twin Falls. They made comments about having a pride in the community and in their projects. They will live here and pass by our project with their families for many years to come and they want to be able to look on this project with Pride throughout the years. Another benefit of being locally based is that they have a good working relationship with many of the subcontractors in the area. Starr Corporation came to the interview already having an understanding of the project and the City's needs. They had already thought through details like staging locations, public safety during construction, phasing, and how to work with neighboring businesses.

If approved, staff will start negotiations with Starr Corporation. Should those negotiations fail, staff would begin to negotiations with the number 2 ranked firm, Layton Construction. Having said that, we are confident that negotiations with Starr Corporation will be successful.

City of Twin Falls-New City Hall and Other
Improvements

CONSTRUCTION MANAGER QUALIFICATIONS

June 25, 2015





Starr Corporation | P.O. Box 46 | Twin Falls, ID 83303-0046
PHONE (208) 733-5695 | FAX (208) 734-9537 | WEB www.starrcorporation.com



June 25, 2015

City of Twin Falls
321 Second Ave East
Twin Falls, ID 83301

Re: City of Twin Falls-Construction Manager/General Contractor Qualifications

To the Selection Committee,

The task your group faces is not an easy one. You are charged with reviewing the qualifications submitted by a variety of different construction firms and selecting the firm with whom you wish to work. This is a critical decision. Your construction manager will have a great affect on the outcome of your construction projects. This voyage upon which you are about to embark will be memorable; with the right team they will be pleasant memories.

We offer something to the City of Twin Falls that no one else can. The City's historic construction undertaking is in *our* town; not a town over 100 miles from our home office where we will commit to temporarily house several of our team members until the projects are complete and then leave...these projects are in *our* community.

These buildings will house the Police and Fire Departments that our team relies on for safety and peace of mind. The new City Hall is the building we'll take our scout troops to as they attend their first City Council Meeting. These buildings will house the public servants that lead and guide *our* community.

As your Construction Manager we pledge our firm's best efforts to help you build facilities that will serve your patrons for years to come. We will help you keep your commitments regarding budget and schedule.

We ask for the opportunity to serve Twin Falls as your selected Construction Managers.

Sincerely,

Michael Arrington
President

City of Twin Falls-CM Qualifications

Why choose the Starr Corporation Team?

Construction Manager Information and Profile

Project Approach/Budget Control/Scheduling

Home Office Support and Past Performance

Appendix



TAB No. 1

CONSTRUCTION MANAGER QUALIFICATIONS

STARR CORPORATION as *your* CM

Today you'll get a chance to review qualifications from several good, solid companies. We will all likely talk about staying on scheduling, keeping the project in budget, serving the owner, and building teams. These are all critical parts of a successful construction project; we talk about these very things in our qualification package. We will all likely be genuine in what we present.

At the end of the day all companies that submit qualification packages can't all be a part of these projects. We believe Starr Corporation is different, we believe selecting us as part of your team is in the City's best interest. Here's why...

Local-Sometimes we think that we must go outside our home town to find an expert or specialist. Sometimes that is true. That isn't the case with finding a capable CM/GC with a proven track record in Twin Falls.

Our company has been headquartered in Twin Falls since its inception in 1962. Many of our team members have lived here all their lives. We live here, we play here, we are raising families here, and we will remain here for years to come to serve you. We have a community and personal connection that is unmatched by any other team.

CM/GC Delivery Method-Michael Arrington was the Chairman of the AGC Building Committee in 2012 and 2013. In 2014 he was President of Idaho AGC. The AGC Building Committee worked on the language of the CM/GC legislation during his tenure as Building Committee chair. We understand how to properly administer this delivery method because of our involvement in the drafting of the legislation.

Currently we have been hired for renovation, addition, and new construction by the Jerome School District, Twin Falls School District, and Cassia School Districts utilizing the CM/GC method. We understand, and are experienced with, this method; not many are yet.

LEED Experience-Our team was a part of the first LEED project for a public entity in Twin Falls; The CSI HSHS building. This building earned Gold Certification. Since that project we have constructed 3 other projects that either have been certified Silver or are in the process of certification paperwork. First Federal Savings new Administration building is among these buildings.

Our experience with the requirements during construction will be a benefit should the City choose to seek LEED certification as mentioned in the RFQ.

Community Participation-As we have worked with various public entities we have found that it is very important that local contractors have a chance to compete to work on the projects in their town.

Because of the public monies involved all contractors must be properly licensed to work on the project. As your CM/GC we would host contractor workshops to help contractors have all necessary licensing in place so they can have a chance to compete for the work. This outreach has been well received.

We are a real constructor-We field a variety of different construction crews lead by skilled tradesman. This provides a benefit to the City of Twin Falls. Our abilities as constructors help increase our accuracy in budgeting, ability to keep pace with the schedule, and potentially keep costs down by bidding select packages.



TAB No. 2

CONSTRUCTION MANAGER QUALIFICATIONS

CONSTRUCTION MANAGER APPLICATION INFORMATION

1. Name of firm, address, and phone and fax number of your firm's main office:

Firm: Starr Corporation
Mailing Address: PO Box 46
Physical Address: 2995 East 3600 North
City, State, Zip: Twin Falls, ID 83303
Telephone: 208-733-5695 Fax: 208-734-9537
E-mail Address: michael@starrcorporation.com

2. Name, title, address telephone and fax number of the firm's officer responsible to the Owner for all work to be provided under this RFQ.

Name/Title: Michael Arrington, President
Mailing Address: PO Box 46
Physical Address: 2995 East 3600 North
City, State, Zip: Twin Falls, ID 83303
Telephone: 208-733-5695 Fax: 208-734-9537
E-mail Address: michael@starrcorporation.com

3. Please check the appropriate box to identify the legal status of the entity making this proposal.

☒ Corporation ☐ Partnership ☐ Individual ☐ Joint Venture

Please provide the following license information:

Idaho Public Works Construction Management License #: 17558, held by Jason Derricott.

Idaho Public Works Contractor License #: PWC-C-10665-UNLIMITED-1-3
Original License Issued-October 13, 1967

4. Address, phone, and fax number of the office where the project team will be located and the work for this assignment will be conducted.

Same as above

5. Provide a letter from the Surety for the project or projects you propose on.

See attached letter from Phil Walter of Moreton & Company. Phil has been Starr Corporation's bondsman for 20 years.



6. State the contact information for your current insurance company(s) that provides coverage for your firm in the areas of liability, builder's risk and workers' compensation.

Company Name: Moreton & Company
Agent Name: Pete Gloeckner
Address: 709 E South Temple
City, State, Zip: Salt Lake City, UT 84102
Telephone: 801-531-1234 Fax: 801-531-6117
E-mail Address: pete@moreton.com

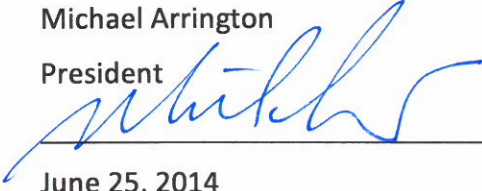
7. If you answer yes to any of the following questions, provide complete explanation on a separate sheet.

- 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 canceled 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

8. Name, title and signature of your firm's officer who was responsible for the preparation and hereby verifies the accuracy of your proposal.

Printed Name: Michael Arrington

Title: President

Signature: 

Date: June 25, 2014

Explanation of 9.c

From time to time Starr Corporation finds itself working with contractors that do not share our same values regarding customer service, responsibility, and accountability for ones actions. Most disagreements are able to be settled with cool heads and a spirit of cooperation. Unfortunately that is not always the case. Some disagreements need the legal system or a third party's help to find common ground.

Starr Corporation has been involved in one mediation proceeding and two matters involving litigation in the past 5 years. An explanation of each proceeding is as follows:

Pacific Cabinets vs Jerome School District

Starr Corporation served as the Jerome School District's Construction Manager for the construction of their new Middle and Elementary Schools. One of the contractors filed a superfluous claim against the district wherein they requested compensation for what they claimed was an upgrade in cabinet finishes. As the district's Construction Manager we worked with the district and project architect to fend off this unfounded claim.

We acted as an advisor as the claim was presented and as the district contemplated its response. We attended the mediation proceeding with the district. Our daily reports along with our opinion regarding interpretation of the project specifications were instrumental in the resolution of this matter.

Starr Corporation vs Bowman Inc., Randall Bowman, and Christine Bowman

Bowman Inc. was hired by Starr Corporation to perform electrical work on two projects we had been awarded on the Mountain Home Air Force Base. Near the end of the project we learned that several of Bowman's suppliers had not been paid by Bowman. We also learned that Bowman had been falsifying Certified Payroll Reports and had not been paying full benefits to their workforce. Starr Corporation paid the suppliers and the Electrical Union.

After settling these debts Starr Corporation sued Bowman, Inc. along with Randall Bowman and Christine Bowman personally. We prevailed in the proceedings and were awarded a judgment.

CED vs Portneuf Electric, Brett Harris, Terri Harris, and Starr Corporation

Portneuf Electric was hired by Starr Corporation to perform electrical work on the Water Operations Center we recently built for the City of Pocatello. CED came forth as the project was closing out with unpaid bills for the material it had provided to Portneuf Electric.

When CED was not paid by Portneuf Electric they filed suit against Portneuf, its owners personally, and Starr Corporation. Starr Corporation researched the claim, determined it was valid, and paid the claim. The suit was dropped.



June 23, 2015

RE: STARR CORPORATION; City of Twin Falls CM Qualification

To Whom It May Concern:

Starr Corporation is a highly regarded general building firm here in the State of Idaho. Moreton & Company as their agent has had the privilege of providing surety performance and payment bonds for 20 years. Hartford Fire Insurance Company is the surety carrier for Starr Corporation and values their relationship.

Starr Corporation has demonstrated their construction expertise with a wide variety of owners including privately held corporations, publicly traded companies, universities and municipalities. They have a reputation for excellent work and completing their jobs within budget. I can highly recommend Starr Corporation for your project whether it is as a Construction Manager or other delivery methods of construction.

Starr Corporation has extensive surety credit with Hartford, and has never been involved in a claim dispute. Hartford would welcome the opportunity to arrange any necessary performance and payment bonds for what ever projects you might award them. Naturally, the execution of any final bonds would be subject to a review of the final contract terms, conditions and financing by our client and ourselves.

If we can provide any further assistance, please call me at (801) 531-1234.

Very truly yours,

Philip S. Walter
Assistant Vice President

PSW/jap

STARR CORPORATION-Company Profile

History-In 2012 we celebrated our 50th year in business. Starr Corporation is built on a solid foundation and will be here in the years to come to continue to serve our customers. Starr Corporation is a third generation family owned company. We provide General Contracting, Construction Management, and Design/Build services. We are a true constructor; we do not merely manage. We field concrete, steel erection, earthwork, piping and carpentry crews.



Size-Two common ways to get a feel of the size of a construction company is how many projects it can undertake simultaneously and annual sales volume. Starr Corporation has the infrastructure and management team to successfully construct 12-14 projects simultaneously. The range is a factor of project size and complexity.

Like many companies, we were affected by the recession. Our sales volume decreased as the amount of work to perform decreased. Average project sizes dropped with affected sales volume. In the past years our volume has picked up. Volume of work in 2014 was mid \$30 million range. We are projecting upper \$30 million range for 2015.

Resources-Our most valuable resource is the faithful and devoted employees that make up Starr Corporation. We own all manner of construction equipment from excavators, to wide format scanners, office trailers, project management software, forklifts, etc. Any company can procure equipment, but not all can attract and retain the best personnel. We experience very little turn over on our team. Our team members know how to serve our customers and put their needs first.

Philosophy of Service-Our philosophy is simple and communicated to our employees often. When we make decisions it is with our customer's best interest in mind. Each day we pledge our best efforts to meet your expectations.

Financial Stability-Starr Corporation has a strong financial foundation. We have made wise financial decisions in economic booms and recessions. Please feel free to call Jay Dodds, Jason Meyerhoeffer, or Alan Horner, of First Federal Savings (208-733-4222) to discuss our banking relationship and financial stability.

Construction Management Techniques-Our technique could be summed up with the words "Team Builder". Our people are trained to be team builders. One of the differentiating characteristics of Starr Corporation is the atmosphere on our jobs. Typically it is not one of contention. You will find our jobsites are a pleasant place to be filled with people that have a common goal; keeping our word to the owner regarding schedule, quality, and budget. Team building begins at the project commencement and must be nurtured throughout the job.



Please refer to our Letter of Reference from Dr. Heather Williams of the Gooding School District about this trait.

This is not achieved by allowing members of the project team to compromise on quality to gain production or profitability. This would be in direct conflict with the goal we help to establish of keeping the owner's best interests as our focus. When a team is formed all members help each other to be successful.



Advantage to City of Twin Falls-How do the traits outlined benefit the City of Twin Falls? By



selecting Starr Corporation to serve as your CM you will be partnering with a company that is here to stay. We have a long track record here in the valley. You will benefit from a team that truly loves what they do. You won't work with anyone on our team that is here for a job. You will work with people with a true desire to

serve the owner they are working for and that have a sincere interest in your best interest. When we complete your projects the City will own them, but your project team will think of them as their buildings.

In it for the long haul-We serve our clients with the spirit of service and the intention of forming a long term relationship. This helps our team members make decisions based on what is truly best over the long term; not just what is best today or perhaps the easiest solution. The following are a few of our customers who have chosen to utilize Starr Corporation on multiple projects:

Jerome School District
Kimberly School District
Army Corps of Engineers
Gooding School District
First Federal Savings
St. Jerome Catholic Church
Brigham Young University-Idaho
Jayco
Robert Weed Plywood
College of Southern Idaho
Twin Falls Highway District
Idaho State University
Church of Jesus Christ of Latter Day Saints
Intermountain Health Care-Cassia Regional Medical
Glanbia Foods
Magic Valley Bank

TAB No. 3

CONSTRUCTION MANAGER QUALIFICATIONS

STARR CORPORATION-Project Approach

With this project being a renovation, we believe the CM/GC method is ideal. This will allow the City of Twin Falls full access to our capabilities. We are currently serving as the CM/GC for the Jerome and Twin Falls School Districts on substantial renovation and expansion projects. Both are in buildings over 40 years old that have had a variety of remodels and additions over the years.

Both projects are moving along well. Surprises have been minimized, budgets are on track, and schedule milestones are being met. The collaboration of the owner, design team, and construction manager is what makes this possible. All three play important roles.

An outline of proposed personnel, approach to the project, leadership techniques is as follows:

Pre Construction-The planning done in this phase will either be a benefit throughout the life of the project or will haunt the project team until completion. Taking the time to plan, analyze the design, and design documents, solicit interest from contractors, and other necessary planning is critical. This needs to move at a brisk pace but must be thorough and complete.

During the pre construction phase we will attend all design meetings and be an active participant. We will draw from our experience on what works and what we have seen trouble with. We have a variety of renovation and phasing experience to draw from that can be a benefit to Twin Falls. We will prepare estimates to make sure we are tracking with the budget.



We will review plans for constructability and biddability. You likely won't find this word defined by Webster. At Starr Corporation this means we look at the plans through the lens of a contractor submitting a bid for concrete work, installing doors, etc. We serve as a resource to the architect and City. We make sure the plans are easy to read, thorough, and complete. We look for holes or discrepancies that could leave room for change orders after the project is bid.

Long before the project bids we will also be making calls to subcontractors generating interest in the project. With the amount of construction work on the rise it is important to keep subcontractors up to speed on what is bidding. This will make sure we have plenty of coverage on bid day.

Part of our job during pre construction is to help avoid surprises. You will always know where you are at with budget and schedule.

Construction-Depending upon the delivery method selected our role would vary during construction. In either CM method we are on site working for the interests of the City. The following is a description of how we could serve you as a CM/GC or a CM/R.

CM/GC-When design documents are complete we would prepare detailed bid packages and distribute the project documents for subcontractor bidding.



This delivery method allows Starr Corporation to compete to self perform work on the project that we customarily perform. For Starr Corporation this would include concrete, carpentry, demolition, and minor site work. We could submit bids that would be opened in the presence of the owner, along with other subcontractor bids. We could be awarded work if it is in the best interest of Twin Falls.

Once bidding is finalized, Starr Corporation would enter into a contract with each subcontractor. These contractors would work directly for Starr Corporation. We would ultimately be responsible for their work. If they fail to complete their work it would be up to Starr Corporation to remedy the situation.

We noted that we believe this is the best method for this project. This is a remodel and renovation project. The likelihood of finding unforeseen items is high. Even with our best pre construction investigation we will likely find surprises. We can address many of these surprises with our own forces on a cost plus basis. This allows the project to keep moving with minimal downtime for extensive production of design documents or negotiation with subcontractors.

CM/GC allows the City the latitude to take full advantage of the resources and experience of our team.

CM/R-We have had several successful projects as a CM/R. This is the method utilized on the Jerome Middle and Elementary Schools. This is also the method used on the Wendell Elementary School.

If this method is utilized we would still orchestrate the bidding process by drafting bid packages and distributing drawings for bidding. We would hold a public opening. We would prepare a summary of bid results for approval of the owner.

Once the lowest responsible bidders are identified, we would draft contracts on behalf of the district. Each contractor would be contracted directly with the City.

As your CM/R we would not be able to compete to self perform work on the project.

As your CM/R we would be on site daily orchestrating the work of the various contractors. We would monitor quality, schedule, and general adherence to the project documents. In the event a contractor did not complete their work we can aid the City in remedying the situation but cannot step in and complete their work.

Team Work and Communication-Starr Corporation understands the importance of being a team player during design and programming. We will follow the project architects lead and perform estimates, preliminary schedules, constructability reviews, and whatever else is



needed to make this project a success. We will be a member of the team and work for the best interest of the owner.

When we move to the construction phase of the project we will work to build a team of all subcontractors that will be used to build your project. We will seek their input and work to engage them in the project and help them understand that they are a vital part of the team who will be instrumental to

the success of the project. This teaming spirit and atmosphere leads to a productive jobsite and superior finished product. We have experienced this on many of our recently completed projects.

We are currently experiencing this at the Twin Falls High School remodel. We are running ahead of schedule in several areas of the school. This is a product of building a team that wants to serve the owner and do our best to keep our commitments. Each participant on the job is actively looking for ways to improve productivity and minimize disruption to the owner. As a result we are gaining on the schedule.

Personnel- The proposed Project Manager for your projects is Jason Derricott. Our proposed superintendent is Mike Chupa.

We will also be utilizing Brandon Hope as Project Engineer. His role will be to support Michael and Jason during the design phase as they produce budgets and constructability reviews. During construction he will support Jason as well as the superintendents as each job dictates. He will help with scheduling, budget tracking, submittal review, and safety inspections.

Michael Arrington, President of Starr Corporation will also be involved in your project. You will see him at most design meetings and on site visits during construction. Michael will personally be responsible for producing the project budgets, soliciting bids from subcontractors, and compilation of those bids. Michael is involved and aware of the progress of each project but does not interfere with the authority of the Project Manager. As Project Manager, Jason will

have the full resources of Starr Corporation at his disposal to use as needed to complete your project. Resumes for Michael, Jason, Brandon, and Mike are attached.

Working with Subcontractors-When we work to build a team at the beginning of the project by communicating our expectations and how each subcontractor can contribute to the success of the project, we rarely have problems with subcontractors. Each subcontractor will generally



respond positively to this type of environment and work toward reaching our common goal of serving the owner.

Please understand that even with this teaming atmosphere each subcontractor is held to the performance standards set forth in the project documents. We do not “let things slide” to form or strengthen teams. This actually opposes the team’s common goal. On our jobsite you do things right

the first time or you get the opportunity to do them over.

Occasionally we have worked with subcontractors that, for whatever reason, do not grasp the concept of forming a team. Some can be adversarial. We are capable of handling this type of subcontractor as well. We are able to identify these types of subcontractors quickly. Based on their attitude we will monitor their progress very closely. If they begin to slip, even by a few days, we will identify the problem and work out a solution with them.

One way to weed out potential problem contractors is contractor prequalification. This can be a useful tool we would recommend using. This process allows the project architect, owner, and construction manager to review qualifications to do the work and past track record prior to allowing contractors to bid the work.



Michael Arrington

Starr Corporation President

Affiliations

Idaho AGC, Currently serving on Executive Committee

ARTEC Charter School, Currently serving on Board of Directors

State of Idaho, Idaho Building Code Board Member
Commercial Contractor Seat

Education

Boise State University / B.S. Construction Management

Professional References

Dan Willie, Owner
Canyon Crest Restaurant
330 Canyon Crest Drive / Twin Falls, ID 83301
dwillie@canyoncrestdining.com

Ray Eldridge, P.E.
Deere & Ault Consultants, Inc.
3156 South Bown Way/Boise, ID 83706
208.331.9736
Ray.eldridge@deereault.com

Luke Schroeder, Superintendent of Schools
Kimberly School District
141 Center Street West, Kimberly, ID 83341
lschroeder@kimberly.edu

President

Michael is the third generation, in the Arrington family, to lead Starr Corporation. He has held job titles ranging from concrete laborer to carpenter; from crew foreman to operations manager. He chooses to remain active in estimating the majority of the projects Starr is involved in. Michael is passionate about construction and taking care of Starr Corporation's customers. He remains involved in each project Starr Corporation is constructing.

Selected Experience

Kimberly City Hall

Unity Church Remodel and Expansion, Burley, ID

Pahsimeroi Fish Hatchery; May, Idaho

Jayco RV of Idaho; Twin Falls, Idaho

Gooding High School HVAC and Electrical Upgrade;
Gooding, ID

Multiple remodel and new bank construction; First
Federal Bank including Burley and Rupert Branches

Jerome School District; Multiple project including
new construction, remodels, and additions

Wendell Elementary School; Wendell, ID

"Over the years, I have found Michael Arrington and his staff to be exceptional in all aspects of the work from conception to project completion. Their energy, dedication, and enthusiasm are contagious!"

**-Dr. Heather Williams, Superintendent of
Schools, Gooding District**

"...his (Michael's) team respects him and as a result they respond to him to get the job done. Michael is calm, thoughtful, patient and a real joy to work with on such a demanding job. I give Michael and his team at Starr Corporation my highest rating."

**-Dan Willie, Owner, Canyon Crest Dining
and Event Center**

"Jerome School District has had a positive working relationship with Michael Arrington and members of his staff for the past several years. To say that we have every confidence in Starr Corporation is an understatement."

**-Jim Cobble, Retired Superintendent of
Schools, Jerome School District**



Jason Derricott

Starr Corporation-Project Manager

Education

Boise State University / B.S. Construction Management

Professional References

Scott Wendell, P.A.

LCA Architects

1221 Shoreline Lane / Boise, ID 83702

208.345.6677

swendell@lcarch.com

Allan Christean, Project Manager

Idaho/NAC PM Group, Church of Jesus Christ of Latter Day Saints

50 E North Temple / SLC, UT 84150

208.557.9079

christeanaa@ldschurch.org

Mike Mason, Vice President of Administration

College of Southern Idaho

315 Falls Ave., Twin Falls, ID 83301

208.732.6203

mmason@csi.edu

Project Manager

Jason joined the Starr Corporation Team in 2007. Prior to joining our team he worked for a regional contractor in Utah and Arizona. Jason's cool approach to life and work gives him exceptional problem solving and leadership skills. People want to follow his lead. Jason has a proven record of success with a variety of owners and construction delivery methods. Since joining our team the majority of the jobs he has led have utilized the design/build delivery method. Perhaps Jason is described best by the words of one of his customers, "...knowledgeable, experienced, dedicated and courteous."

Selected Experience

Kimberly School District Campus Wide Expansion, LA Thomas Gym Restoration, Tech Expansion, various other projects on campus

Wendell Elementary School

College of Southern Idaho Fine Arts Addition

Church of Jesus Christ of Latter Day Saints, New Chapel Project, Additions, Remodels, Concrete Parking Lots, Misc. Other Projects

College of Southern Idaho, Student Housing

MHAFB, Repair Dining Hall and Lodging Facility; Mountain Home, ID

Cassia Regional Medical Center Remodel & Expansion; Burley, ID

Banner Baywood Medical Center, 7-Story Tower Expansion and Remodel; Mesa, AZ

Gooding High School HVAC & Electrical Remodel; Gooding, Idaho

"We are kept informed on the progress of the project with on-site visits, copies of all requests for information, a month financial accounting, continually updated time lines and reports to the Board of Trustees. Starr Corporation has earned our highest regard."

-Kathleen Noh, Retired Superintendent of Schools, Kimberly School District

"I recommend Starr Corporation to other clients due to the professional handling of our project. I am impressed that Starr does what they say they will do."

-Matt Bunner, VP Operations, Robert Weed Plywood



Brandon Hope

Starr Corporation-Project Engineer

Education

Brigham Young University / B.S. Construction Management

Professional References

Dr. Heather Williams, Superintendent of Schools
Gooding School District
507 Idaho Street / Gooding, ID 83330
208.934.4321
heather.williams@goodingschools.org

Greg Lowe, Superintendent of Schools
Wendell School District
150 E Main St / Wendell, ID 83355
208.536.2418
glowe@wendellschools.org

David Gines, Owner
DACCO Electric
1916 W Wendell / Wendell, ID 83355
dgines@mindspring.com

Project Engineer

Brandon has been a member of our team since the summer of 2012. He served as a Project Engineer Intern on the Wendell Elementary School. He returned to be with us during the summer of 2013 as well. During that summer he served as a Superintendent of a Restroom Remodel at the Gooding High School.

Brandon has recently graduated from Brigham Young University and has joined our team full time.

His attention to detail, knowledge of the trades, and Idaho farm boy work ethic make him a valuable addition to any project and to the Starr Corporation team.

Selected Experience

Wendell Elementary School

Gooding Glanbia Powder Blend

Gooding High School Restroom Remodels

Multiple restroom remodels for Church of Jesus Christ of Latter Day Saints

"The quality of construction and efficiency of the project were outstanding."

**-Greg Lowe, Superintendent of Schools,
Wendell School District**

"They (Starr Team) have been an amazing partner to our district and easy to work with for our staff."

**-Dr. Heather Williams, Superintendent of
Schools, Gooding School District**

Mike Chupa

Starr Corporation-Superintendent

Professional References

Mike Mason, VP of Administration
College of Southern Idaho
315 Falls Avenue / Twin Falls, ID 83303
208.732.6203
mmason@csi.edu

Ryan Adelman, P.E.
Idaho Power Company
1221 Idaho Street / Boise, ID 83702
208.388.2546
radelman@idahopower.com

Amos Kington, Support Services Manager
Cassia Regional Medical Center
1501 Hiland Ave, Burley, ID 83318
208.677.6411
amos.kington@imail.org

Site Superintendent

Mike has over 35 years of experience in the construction field. Mike began his construction career on a concrete crew. Mike has placed and finished thousands of cubic yards of concrete and has erected hundreds of tons of structural steel. Mike has been part of the Starr Corporation team since 1996. He is a take charge superintendent that makes things happen. He has a keen eye for quality as well as jobsite safety. It is not uncommon to find Mike on the jobsite long before the rest of the world even gets out of bed.

Selected Experience

College of Southern Idaho, Health Science Human Services

Gooding School District, High School Renovation

College of Southern Idaho, Student Recreation Addition

College of Southern Idaho, Apartments Complex

College of Southern Idaho, Fine Arts Addition 2011

Upper Pahsimeroi Fish Hatchery, Idaho Power Company

Canyon View Nephrology Center; Twin Falls, ID

Highland Medical Clinic, Pocatello; ID

Dubois Elementary School; Dubois, ID

Cassia Regional Medical Center; Burley, ID—
Multiple Projects

"We enjoy working on Mike's jobs. We find them to be clean, organized and generally better run than other contractors we work with. "

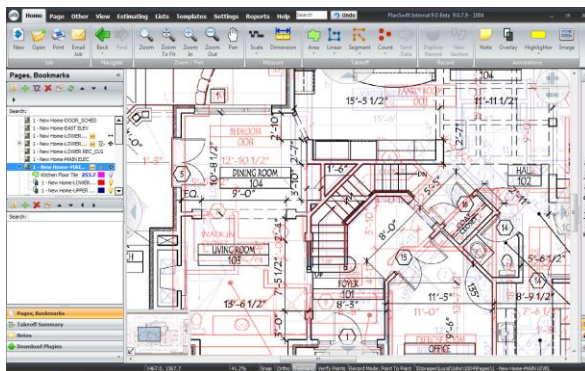
-Sean Knutz, Balanced Rock Electric

STARR CORPORATION-Budget Control

Open Book-You will find that our estimates and project pricing are done open book style. Subcontractor values, design fees, Construction Manager fees, etc. are not hidden. We believe and have experienced that this open method builds trust and is beneficial to the project and owner.

On Budget-Multiple Checks During Design-During the various design phases, Starr Corporation performs cost estimates to help guide the design and to ensure that the project budget is maintained. *It is easy to say you can accomplish a task, the real value to you as an owner comes with our proven ability to follow through on what we claim we can do.*

As an example of our abilities to estimate accurately we have included estimates that were provided to the Wendell School district throughout the design and construction process for their new Elementary School.



The first estimate was performed prior to major design work beginning (see estimate dated November 9, 2010). This estimate is derived utilizing a basic floor plan, elevations, and a basic site plan. This estimate is utilized by the project team to ensure that the scope and budget are aligned and achievable.

Once design work is underway and the design is nearing 50% completion, Starr Corporation performs another estimate to verify that the scope is still in line with the budget (see Wendell estimate dated January 17, 2011). During this estimate the building components are quantified and a cost is assigned to each of the major items (i.e. concrete, masonry, steel, mechanical, electrical, etc. – see breakdown included with January 17, 2011 budget).

Once design work is underway and the design is nearing 50% completion, Starr Corporation

As the design documents near substantial completion, a final estimate is performed to verify the design is within the project budget. On the Wendell Elementary School project Starr completed an updated estimate in May 2011 and determined that the budget completed in January was still accurate and correctly aligned with the nearly completed design.

DiscoverEPS Advanced <i>Estimate</i>		Reset Columns		Items		Setup		Gross Profit: 25.00%							
		Estimate For:		Assembly		Takeoffs		Total for Job: \$3,277.08							
		The ABC Building						Material \$3,277.08							
		XYZ Contracting Group		Scheduler		Proposal		Labor \$0.00							
		P.O. Box 1110						Misc \$0.00							
		Tampa, Florida 33601-1110						Sublet \$0.00							
Insert Line		Delete Line		Print Estimate											
Save the ABC Building				Print Summary				Total Selling Price: \$4,789.16							
Estimate Name	E.O. City	E.O. State	Assembly	Item	Order	Unit	Qty	Assy Cost	Material	Extension	Labor	Extension	Misc.	Extension	Item Cost
Job Name			E.O. Conditions							\$3,279					
				Permits	1.0	Ea		\$0.00		\$0.00		\$250.00	\$250	\$250.00	
				Insurance - Bonds	1.0	EA		\$0.00		\$0.00		\$10.00	\$10.00	\$10.00	
				Change Order	0.5	Hour		\$0.00		\$0.00		\$10.00	\$0.00	\$10.00	
				Work Week & Days	1.0	Ea		\$0.00		\$0.00		\$200.00	\$200	\$200.00	
				Frontfill	0.5	Month		\$125.00	\$625	\$625.00		\$85.00	\$85	\$85.00	
				Storm Fronts	1.0	Ea		\$150.00	\$150	\$150.00		\$0.00	\$0.00	\$0.00	
				Unloading	0.5	Month		\$0.00	\$0.00	\$0.00		\$200.00	\$200	\$200.00	
				Parade Lot and Street Use	0.5	Ea		\$0.00		\$0.00		\$125.00	\$125	\$125.00	

1.) Conditions
 2.) E.O. Update (See Demo Analysis)
 3.) Itemization Group
 4.) Itemization State
 5.) Capex Price System
 6.) Capex Price Subst. & Meth.

In June 2011 bids were received for the project and Starr Corporation assembled the bid results and combined the final contract amounts with the project budget (see budget dated June 15, 2011).

Twin Falls High School is off to a similar start. The project is underway. We worked with the design team and owner to help ensure it would come in on budget. The Guaranteed Maximum Price has been set. It was under the project budget and our projections. It is off to a great start; currently several areas of the project are ahead of schedule.

Throughout the construction Starr Corporation continued to track the construction costs including; bid packages, fees, permits, reimbursable costs, CM fees, A/E fees and other costs along with any changes that impacted the project budgeted. The last two budget sheets are examples of the updated budget sheets provided to the district each month.

Bottom line to the City of Twin Falls; Starr Corporation will monitor the budget closely to make sure there are no surprises on bid day and throughout the project. We take this responsibility very seriously.

Value Management-Value Management and Value Engineering are over used terms in our industry and we believe they are often used incorrectly. Merely reducing the cost of a project is not value engineering or management.

As an example, consider the consumer who sets out to purchase a new, fully loaded pick up. If after their best negotiating the price doesn't fit within their budget, choices have to be made. They may choose to drop the 4X4 option, or perhaps delete the leather interior, or other similar cuts. Reducing the scope of a project or vehicle to meet budget isn't value engineering.



As your CM our job will be to provide the district and design team with accurate costs, including life cycle costs to aid in making decisions. We also are tasked with bringing our expertise, creativity, and innovation to the table.

Sometimes we may need to recommend cutting things like the "leather seats or 4x4 options", but we should first consider others ways to arrive at the desired result.

We have helped multiple customers find alternate ways to accomplish their goals. A recent example can be found in the Gooding School District. By challenging the typical way of approaching an HVAC retrofit we helped the district save enough money to help pay for their new bleachers. They achieved efficiency that exceeded the code and the districts expectations on classroom control and zoning.

As your CM we will be actively involved in the design process. We will help you make sound decisions on how to best allocate the funds your patrons have entrusted you with.

Starr Corporation
Wendell School District-New Elementary School
November 9, 2010

Project Budget

<u>Item Description</u>		
Demolition Of Existing School Facilities		\$ 156,000.00
Asbestos Abatement		\$ 85,000.00
New Elementary School-Construction Costs	58,500 sf @ \$125/sf	\$ 7,312,500.00
Early Project Contingency	5% at this stage of project	\$ 365,000.00
Site Items-Exclusive of SF price		\$ 158,000.00
A/E Fees, Reimbursable, Consultants	7.5% of Cost of Construction + Reimbursables	\$ 583,296.00
CM Fee	\$333,178 + 3.1% Cost of Construction	\$ 559,865.00
Document Reproduction		\$ 9,300.00
DBS Review		\$ 23,000.00
Permits	(Request City of Wendell to waive)	\$ -
Bond Counsel		\$ 78,900.00
Material Testing		\$ 33,000.00
Toilets		\$ 6,120.00
Dumpster		\$ 21,600.00
Temporary Site Fencing		\$ 8,700.00
Interim Clean Up		\$ 9,000.00
Final Cleaning		\$ 11,700.00
Builders Risk Insurance		<u>\$ 16,000.00</u>
TOTAL CONSTRUCTION COSTS		<u>\$ 9,436,981.00</u>
REMAINING FUNDS (FURNISHINGS, ETC.)		\$ 363,019.00

Starr Corporation
Wendell School District-New Elementary School
January 17, 2011

Project Budget

Item Description		
Demolition Of Existing School Facilities		\$ 156,000.00
Asbestos Abatement		\$ 85,000.00
New Elementary School-(58,300 sf +/-)		\$ 7,402,083.00
Project Contingency		\$ 300,000.00
A/E Fees, Reimbursable, Consultants	7.5% of Cost of Construction + Reimbursables	\$ 698,373.00
CM Fee	\$333,178 + 3.1% Cost of Construction	\$ 570,114.00
Document Reproduction		\$ 9,300.00
DBS Review		\$ 23,000.00
Permits	(City of Wendell to waive)	\$ -
Bond Counsel		\$ 78,900.00
Material Testing		\$ 33,000.00
Toilets		\$ 6,120.00
Dumpster		\$ 21,600.00
Temporary Site Fencing		\$ 8,700.00
Interim Clean Up		\$ 9,000.00
Final Cleaning		\$ 11,700.00
Builders Risk Insurance		\$ 16,000.00
TOTAL CONSTRUCTION COSTS		<u>\$ 9,428,890.00</u>
REMAINING FUNDS (FURNISHINGS, ETC.)		\$ 371,110.00
PROJECTED INTEREST EARNINGS		<u>\$ 20,000.00</u>
TOTAL FOR ALTERNATES OR OTHER ITEMS		\$ 391,110.00

Add Alternate No. 1-Add Classrooms 1 and 2 (approximately 2,459 sf)	\$ 270,490.00
Add Alternate No. 2-Standing Seam Metal Roof Upcharge	\$ 240,500.00
Add Alternate No. 3-North Building Improvements	\$ 65,000.00

Other Items		
Furniture		\$150k-315k
Engineering for Traffic Signal at 3rd and Idaho		\$ 12,500.00
Construction of Traffic Signal at 3rd and Idaho		\$ 185,000.00
Smart Boards (23@\$3,500)		\$ 80,500.00

Wendell School-Budget 01/17/2011

Division 2-Site Work		\$ 723,897.00
	Landscaping	\$ 79,000.00
	Site Demolition	\$ 37,000.00
	Fencing	\$ 37,422.00
	Domestic Water	\$ 57,786.00
	Sewer Piping	\$ 18,000.00
	Gravel for Building Pad	\$ 80,972.00
	Clear and Grub Site	\$ 36,000.00
	Drywells	\$ 49,646.00
	Storm Water Piping	\$ 35,822.00
	Rock Excavation	\$ 18,000.00
	Sidewalk	\$ 69,221.00
	Curb and Gutter	\$ 45,638.00
	Pavement 2" and 3"	\$ 159,390.00
Division 3-Concrete		\$ 356,502.00
	Foundation and Slab on Grade	\$ 356,502.00
Division 4- Masonry		\$ 951,353.00
	CMU	\$ 951,353.00
Division 5-Metals		\$ 224,932.00
	Structural Steel	\$ 224,932.00
Division 6-Woods and Plastics		\$ 735,483.00
	Millwork	\$ 428,400.00
	Rough Carpentry	\$ 307,083.00
Division 7-Thermal and Moisture Protection		\$ 407,941.00
	Insulation	\$ 44,000.00
	Stucco	\$ 61,154.00
	Membrane Roof	\$ 53,958.00
	Asphalt Shingle Roof	\$ 165,750.00
	Metal Barrel Roof	\$ 83,079.00
Division 8-Doors and Windows		\$ 329,333.00
	Glazing	\$ 187,033.00
	HM/Wood Doors, Jambs, and Hardware	\$ 132,500.00
	Roll Up Counter Doors	\$ 9,800.00
Division 9-Finishes		\$ 615,176.00
	Gyp Board Wall Systems	\$ 109,710.00
	Gyp Board Ceilings	\$ 67,093.00
	Acoustic Tile	\$ 115,904.00
	Carpet	\$ 101,657.00
	Ceramic Tile	\$ 18,085.00
	VCT	\$ 47,951.00
	Gym Floor	\$ 53,000.00
	Paint	\$ 101,776.00
Division 10-Specialties		\$ 92,655.00
	Bathroom Accessories/ Misc Specialties	\$ 44,155.00
	Window Blinds	\$ 9,800.00
	Flagpole	\$ 4,200.00
	Fire Extinguishers	\$ 13,680.00
	Bleachers	\$ 20,000.00
	Knox boxes	\$ 820.00
Division 11-Equipment		\$ 372,013.00
	Basketball Backboards	\$ 69,000.00
	Dividing Gym Curtain	\$ 13,000.00
	Volleyball Sleeves	\$ 1,400.00
	Kitchen Equipment	\$ 288,613.00
Division 15-Mechanical		\$ 1,717,321.00
	HVAC	\$ 1,025,068.00
	Fire Suppression	\$ 195,258.00
	Plumbing	\$ 496,995.00
Division 16-Electrical		\$ 875,477.00
	Building Electrical	\$ 875,477.00
Total		\$ 7,402,083.00

Starr Corporation
Wendell School District-New Elementary School
June 15, 2011

Project Budget

Item Description		
New Elementary School-(58,300 sf +/-)		\$ 7,307,287.14
Project Contingency		\$ 300,000.00
A/E Fees, Reimbursable, Consultants	7.5% of Cost of Construction + Reimbursables	\$ 666,812.00
CM Fee	\$333,178 + 3.1% Cost of Construction	\$ 565,687.00
Document Reproduction		\$ 4,700.00
DBS Review		\$ 10,596.00
Permits		\$ 33,000.00
Bond Counsel		\$ 78,900.00
Material Testing		\$ 33,000.00
Toilets		\$ 6,120.00
Dumpster		\$ 21,600.00
Temporary Site Fencing		\$ 8,700.00
Interim Clean Up		\$ 9,000.00
Final Cleaning		\$ 11,700.00
Builders Risk Insurance		\$ 9,818.00
Idaho Power Engineering Fees		\$ 35,000.00
SWPPP Maintenance by CM		\$ 9,800.00
Temporary Electrical		\$ 16,500.00
Temporary Heat		\$ 19,500.00
TOTAL CONSTRUCTION COSTS		<u>\$ 9,147,720.14</u>
REMAINING FUNDS (FURNISHINGS, ETC.)		\$ 652,279.86
PROJECTED INTEREST EARNINGS		<u>\$ 20,000.00</u>
TOTAL FOR ALTERNATES OR OTHER ITEMS		\$ 672,279.86
Add Alternate No. 1-Add Classrooms 1 and 2 (approximately 2,459 sf)		\$ 193,000.00
Add Alternate No. 2 and 3-Standing Seam Metal Roof Upcharge		\$ 302,400.00

Other Items		
Furniture (Estimate)		\$ 360,000.00
Traffic Signal Upgrades		\$ 29,500.00
Smart Boards (23@\$3,500)		\$ 80,500.00

Wendell School District No. 232-New Elementary School

June 15, 2011

Bid Package No.	Package Description	Contractor	Base Bid	Alt 1	Total Contract
1	Demolition and Abatement	Twin Falls Crane	\$ 193,300.00		\$ 193,300.00
2	Site Work	Kleopfer	\$ 797,295.00		\$ 797,295.00
3	Playground Equipment	Picture Perfect	\$ 33,942.14		\$ 33,942.14
4	Landscaping	All Seasons	\$ 94,267.00		\$ 94,267.00
5	Fencing	Butte Fence	\$ 44,495.00		\$ 44,495.00
6	Cast in Place Concrete	Gambrel	\$ 310,000.00	\$ 12,100.00	\$ 322,100.00
7	Masonry	Lee Nunnally Masonry	\$ 536,900.00	\$ 39,600.00	\$ 576,500.00
7	Masonry Material	Paid by Owner	\$ 350,000.00		\$ 350,000.00
8	Misc. Metals/Structural Steel	KB Fabrication	\$ 168,600.00	\$ 950.00	\$ 169,550.00
9	Rough Carpentry	R&L Framing	\$ 353,950.00	\$ 20,810.00	\$ 374,760.00
10	Millwork	Johnson Brothers	\$ 298,786.00	\$ 14,933.00	\$ 313,719.00
11	Insulation	Insulation Plus	\$ 28,200.00	\$ 680.00	\$ 28,880.00
12	EIFS	Idaho Outsiders	\$ 49,800.00		\$ 49,800.00
13	Roofing	Hobson Fabrication	\$ 459,000.00	\$ 11,800.00	\$ 470,800.00
14	Sealants	Caulking Contractor	\$ 11,482.00	\$ 240.00	\$ 11,722.00
15	Doors and Hardware	ABS	\$ 166,999.00	\$ 2,070.00	\$ 169,069.00
16	Overhead Doors	Crawford Door	\$ 14,170.00		\$ 14,170.00
17	Aluminum Storefront	Fast Glass	\$ 173,600.00	\$ 1,600.00	\$ 175,200.00
18	Gypsum Board/Acoustic Tile	REK Rockhounds	\$ 256,800.00	\$ 9,890.00	\$ 266,690.00
19	Flooring	Great Floors	\$ 211,127.00	\$ 8,100.00	\$ 219,227.00
20	Gym Floor	Sariano Floors	\$ 47,000.00		\$ 47,000.00
21	Painting	Third Generation Painting	\$ 45,350.00	\$ 1,460.00	\$ 46,810.00
22	Specialties	SBI	\$ 93,125.00	\$ 3,280.00	\$ 96,405.00
23	Food Service Equipment	Bintz	\$ 150,783.00		\$ 150,783.00
24	Gym Equipment	ADP Lemco	\$ 73,788.00		\$ 73,788.00
25	Window Blinds	Blind Gallery	\$ 6,200.00		\$ 6,200.00
26	Plumbing	DeBest Plumbing	\$ 498,891.00	\$ 6,285.00	\$ 505,176.00
27	HVAC	R&M Mechanical	\$ 1,000,212.00	\$ 29,942.00	\$ 1,030,154.00
28	Fire Protection	Absolute	\$ 149,975.00	\$ 5,660.00	\$ 155,635.00
29	Electrical Systems	Wheeler Electric	\$ 689,250.00	\$ 23,600.00	\$ 712,850.00

Totals \$ 7,307,287.14 \$ 193,000.00 \$ 7,500,287.14

Matches G703 original
contract \$ 7,500,287.14

Wendell School District-New Elementary School
Project Budget - Final

Item Description	Current Estimate of Costs	Actual Costs To Date
1 Building Costs		
2 New Elementary School-(58,300 sf +/-) Plus Alternate 1	7,500,287.14	7,500,287.14
3 Project Contingency - See Contingency Summary for Breakdown	300,000.00	218,223.17
4 Architect & Engineering Fees	670,496.00	670,496.00
5 CM Fee Personnel	333,178.00	333,178.00
6 CM Fee Cost of Construction	232,508.90	232,915.63
7 DBS Review	10,596.00	10,596.00
8 Bond Counsel	78,900.00	78,900.00
9 Sub Total	9,125,966.04	9,044,595.94
10 Direct Bill for Reimbursables From Starr Corp.		
11 Document Reproduction, Postage & Shipping	9,200.00	8,430.83
12 Permits and Idaho Power Engineering	74,664.01	74,664.01
13 Material Testing & Surveying	45,500.00	44,479.91
14 Toilets	5,120.00	4,363.47
15 Dumpster & Site Cleanup	15,000.00	15,010.77
16 Temporary Site Fencing	1,000.00	436.54
17 Final Cleaning	9,500.00	9,760.08
18 Builders Risk Insurance	9,818.00	9,818.00
19 Storm Water Protection Plan by CM	3,000.00	2,296.08
20 Temporary Water and Electric	13,500.00	11,390.31
21 Temporary Heat	38,000.00	36,475.85
22 Excavation	1,423.10	1,423.10
23 Knox Box	628.09	628.09
24 Sub-Total	\$226,353.20	\$219,177.04
25 Owner Furnishings		
26 Furniture	240,000.00	
27 Additional Owner Purchased Furniture - Estimate	19,571.23	
28 Telephone System	9,450.00	
29 Classroom Technology - District Bid Results	69,391.00	
30 Computers - District Bid Results	117,034.32	
31 Floor Mats for Teacher Chairs	1,039.74	
32 Shelves for Maintenance Building	2,400.00	
33 Amplification System for (4) Extra Rooms	5,200.00	
34 Swing Sets	7,030.00	
35 Maintenance Building Purchase & Appraisal	54,000.00	
Sub-Total	525,116.29	
35 TOTAL CONSTRUCTION COSTS	\$9,877,435.53	
44 Contingency Usage		
45 Additional Scope or Owner Initiated Changes	\$115,340.17	
46 Unforeseen Conditions, Errors or Omissions	\$102,883.00	
50 Total Committed Contingency	\$218,223.17	
44 Summary		
37 Estimated Surplus(Bond \$9,800,000.00 Less Total Construction Costs (1-28	-\$77,435.53	
38 Projected Idaho Power Rebate for HVAC Controls - Projection - \$43,399		
39 Project Interest Earnings	\$23,808.39	
41 Total Estimated Surplus with interest earnings (Sum lines 31-33)	-\$53,627.14	
42 Uncommitted Contingency (\$300,000 less Total Committed Contingency)	\$81,776.83	
43 Total Uncommitted Bond Surplus	\$28,149.69	

Wendell School District No. 232 -New Elementary School
Subcontractor Billing Summary

APPLICATION NO: 2581-08
APPLICATION DATE: 7/31/2013
PERIOD TO: 7/31/2013

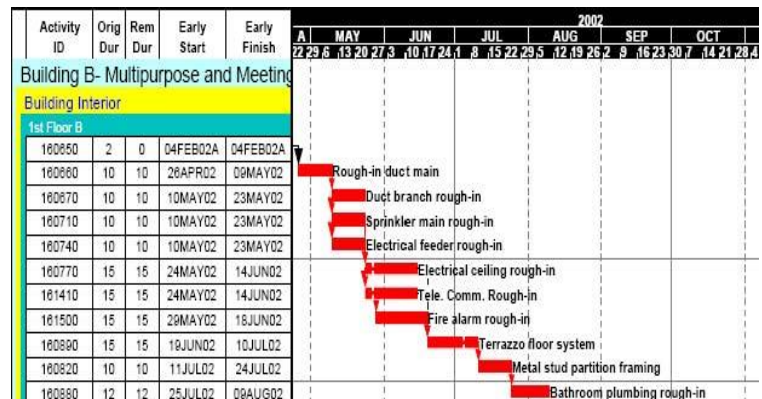
Subcontractor	Description of Work	Original Contract Amount	Change Orders	Revised Contract Amount	Work Completed		Total To Date	Percent Complete	5.00% Retention This Appl	This Appl Retention Payment		Total Retention Held	Balance Left After This Payment		Net Total Payments After This Appl
					Prev Applications	This Application				To Subs	To Subs		This Payment	Left After	
Wendell School District	Masonry Materials	\$350,000.00	-\$34,503.28	\$315,496.72	315,496.72		315,496.72	100.00%				0.00		0.00	315,496.72
ABS	Doors & Hardware	\$169,069.00	\$845.00	\$169,914.00	169,914.00		169,914.00	100.00%	0.00			0.00		0.00	169,914.00
Absolute Fire Protection	Fire Protection	\$155,635.00	\$4,624.40	\$160,259.40	160,259.40		160,259.40	100.00%	0.00			0.00		0.00	160,259.40
ADP Lemppo	Gym Equipment	\$73,788.00	\$600.00	\$74,388.00	74,388.00		74,388.00	100.00%	0.00			0.00		0.00	74,388.00
All Seasons	Landscaping	\$94,267.00	\$27,326.80	\$121,593.80	98,824.40	\$22,769.40	121,593.80	100.00%	1,138.47			21,630.93	6,079.69	6,079.69	115,514.11
Blintz Restaurant Supply	Food Service Equip.	\$150,783.00	\$13,509.00	\$164,292.00	164,292.00		164,292.00	100.00%	0.00			0.00		0.00	164,292.00
Butte Fence	Fencing	\$44,495.00	-\$620.00	\$43,875.00	43,875.00		43,875.00	100.00%	0.00			0.00		0.00	43,875.00
Crawford Door Sales	Overhead Doors	\$14,170.00	\$0.00	\$14,170.00	14,170.00		14,170.00	100.00%	0.00			0.00		0.00	14,170.00
DeBest Plumbing	Plumbing	\$505,176.00	\$5,412.00	\$510,588.00	510,588.00		510,588.00	100.00%	0.00			0.00		0.00	510,588.00
Fast Glass	Storefront	\$175,200.00	\$0.00	\$175,200.00	175,200.00		175,200.00	100.00%	0.00			0.00		0.00	175,200.00
Gambrel	Concrete-Cast in PL	\$322,100.00	\$8,106.00	\$330,206.00	330,206.00		330,206.00	100.00%	0.00			0.00		0.00	330,206.00
Great Floors	Flooring	\$219,227.00	-\$1,004.00	\$218,223.00	218,223.00		218,223.00	100.00%	0.00			0.00		0.00	218,223.00
Hobson Fabricating	Roofing	\$470,800.00	\$4,144.00	\$474,944.00	474,944.00		474,944.00	100.00%	0.00			0.00		0.00	474,944.00
Idaho Outsiders	EIFS	\$49,800.00	\$720.00	\$50,520.00	50,520.00		50,520.00	100.00%	0.00			0.00		0.00	50,520.00
Insulation Plus	Insulation	\$28,880.00	\$0.00	\$28,880.00	28,880.00		28,880.00	100.00%	0.00			0.00		0.00	28,880.00
Integrated Interiors	Window Blinds	\$6,200.00	\$0.00	\$6,200.00	6,200.00		6,200.00	100.00%	0.00			0.00		0.00	6,200.00
Johnson Brothers	Millwork	\$313,719.00	\$2,202.00	\$315,921.00	315,921.00		315,921.00	100.00%	0.00			0.00		0.00	315,921.00
KB Fabrication	Metals/Struct Steel	\$169,550.00	\$4,664.00	\$174,214.00	174,214.00		174,214.00	100.00%	0.00			0.00		0.00	174,214.00
Kloepfer	Sitework	\$797,295.00	\$29,629.25	\$826,924.25	826,924.25		826,924.25	100.00%	0.00			0.00		0.00	826,924.25
Lee Nunnally	Masonry	\$576,500.00	-\$1,117.00	\$575,383.00	575,383.00		575,383.00	100.00%	0.00			0.00		0.00	575,383.00
Picture Perfect	Playground Equipment	\$33,942.14	-\$1,500.00	\$32,442.14	32,442.14		32,442.14	100.00%	0.00			0.00		0.00	32,442.14
R & L Framing	Rough Carpentry	\$374,760.00	\$1,225.00	\$375,985.00	375,985.00		375,985.00	100.00%	0.00			0.00		0.00	375,985.00
The Caulking Contractor	Sealants	\$11,722.00	\$240.00	\$11,962.00	11,962.00		11,962.00	100.00%	0.00			0.00		0.00	11,962.00
REK Rockhounds	Gyp Board/Acoustic Tile	\$266,690.00	-\$1,649.00	\$265,041.00	265,041.00		265,041.00	100.00%	0.00			0.00		0.00	265,041.00
RM Mechanical	HVAC	\$1,030,154.00	-\$718.00	\$1,029,436.00	1,029,436.00		1,029,436.00	100.00%	0.00			0.00		0.00	1,029,436.00
SBI Contracting	Specialties	\$96,405.00	\$3,695.00	\$100,100.00	100,100.00		100,100.00	100.00%	0.00			0.00		0.00	100,100.00
Soriano	Gym Floor	\$47,000.00	-\$178.00	\$46,822.00	46,822.00		46,822.00	100.00%	0.00			0.00		0.00	46,822.00
Third Generation Painting	Painting	\$46,810.00	\$3,660.00	\$50,470.00	50,470.00		50,470.00	100.00%	0.00			0.00		0.00	50,470.00
Twin Falls Crane	Demo & Abatement	\$193,300.00	\$28,823.00	\$222,123.00	222,123.00		222,123.00	100.00%	0.00			0.00		0.00	222,123.00
Wheeler Electric	Electrical	\$712,850.00	\$91,467.00	\$804,317.00	804,317.00		804,317.00	100.00%	0.00			0.00		0.00	804,317.00
Total		\$7,500,287.14	\$189,603.17	\$7,689,890.31	\$7,667,120.91	\$22,769.40	\$7,689,890.31	100.00%	\$1,138.47	\$0.00	\$0.00	\$6,079.69	\$6,079.69	\$6,079.69	\$7,683,810.62

STARR CORPORATION - Scheduling

It all comes down to buy in...Our experience has taught us completing a project on schedule comes down to buy in of the team players. Once we all have a shared vision, team members will give everything they have to meet the collective goal. They work to find solutions to problems and keep the project moving; the opposite happens without buy in. This is accomplished with clear communication of expectations and collaboration with all team players at the beginning of the project.



Scheduling Techniques & Software –Starr Corporation utilizes Primavera Project Planner (P6) to illustrate how construction activities will be sequenced for a timely completion of the project. Starr Corporation will develop a baseline construction schedule during the design phase of the project to establish the duration of the construction activities. The baseline schedule will be issued with the bid documents for an illustration to the bidders of the time requirements associated with the project. The baseline CPM schedule will include general construction activities ranging from submittal approvals to the turnover of closeout documents.



Once subcontracts have been issued, Starr Corporation will meet with all subcontractors to receive input regarding sequencing, activity durations, delivery of long lead items, and overall acceptance of the project schedule by all parties. This exercise does not modify the final completion date, but serves rather as a tool to fine tune the construction schedule and allow the subcontractors the chance to provide input and develop a sense of ownership for the project schedule.

The CPM schedule will include all facets of the construction process. The submittal and shop drawing process is critical to every schedule and must be monitored from the start of construction in order to allow sufficient time for the review process, adequate time for material and equipment procurement and to avoid delays to the schedule. These activities will be included in detail and the durations will correspond with the time frames for submission and review as detailed in the contract documents.

The master schedule is updated and dispersed to all parties on a monthly basis and reviewed in the monthly schedule progress meeting. The Project Manager and Site Superintendent will monitor and update the master schedule on a weekly basis to identify and mitigate potential delays. To facilitate this process, the Site Superintendent will utilize a two week schedule to illustrate in detail the activities that will be occurring in order to maintain the master schedule. Each subcontractor will be contractually tied to the master schedule and will be expected to provide adequate resources to maintain the schedule.

As potential issues are identified, Starr Corporation will meet with the responsible party to determine the best method for correcting the course and maintaining the schedule. Increased man power, extended work hours and expediting materials are typically the most effective tools for schedule recovery.

Examples of Success-It's not hard to say we can meet difficult schedules; a track record of actually doing it is what is beneficial to the City of Twin Falls. The following are examples of our meeting the project schedule. Please feel free to contact the project owner to discuss our performance.

Kimberly School District: We met our schedule on a project we completed a few years ago that had 5 phases in multiple locations on campus. Since the completion of that project we have completed several projects for the district on time. We are currently working for them on a restoration project of the historic LA Thomas Gym. Owner Contact Luke Schroeder: lschroeder@kimberly.edu

Cassia Regional Medical: In June 2014, we completed a 3 phase project that involved the and expansion to the existing Emergency Department, new MRI and Imaging rooms with new equipment and remodeling existing patient exam rooms. Starr met the project completion dates for each phase of the project. Owner Contact: Rod Barton, Administrator 208-678-4444

College of Southern Idaho: Recently we completed the Student Apartments on time. This completion date was critical. The incoming students needed housing. Owner Contact: Mike Mason mmason@csi.edu

Gooding School District: Our team completed a major HVAC, roofing, and flooring project in the Gooding HS over a summer. Several teams were interviewed for the work. Our team was the only one that would commit to meet the challenging schedule. We kept our promise and met the deadlines. The system was functional for the new school year. Owner Contact: Dr. Heather Williams 208-316-6205

Brigham Young University-Idaho: Last summer our team completed a quick turnaround Chick-fil-A project for BYU-I in the Student Union building. We met each deadline and the University was serving chicken right on schedule. Because of this performance we are working on a remodel with a tight, over the summer schedule on campus currently. Owner Contact: Jedd Walker, Campus Architect walkerje@byui.edu



TAB No. 4

CONSTRUCTION MANAGER QUALIFICATIONS

STARR CORPORATION - Home Office Support

President, Michael Arrington— Heavily involved during design phase. Will attend design meetings and personally produces cost estimates with help of Project Manager and Project Engineer. He also takes the lead on bidding the project and assembling final contract values.

During construction he provides general oversight over all facets of the construction management process. The president is available as needed to address concerns and answer questions that may arise from any project team member.

Project Manager, Jason Derricott -

Participates in design meeting during design. Participates and works with team to provide estimates and constructability review. During construction he will write contracts, build and maintain the schedule, be involved in day to day support of the Project Superintendent. He will visit the site as needed; typically a couple times a week.

Controller, Tom Treanor— Reconciles pay requests against the approved contract amounts and change orders, processes pay requests, and assists in cash flow forecasting.



Project Engineer, Brandon Hope—Aids with progress estimates during each design phase, aides with constructability reviews, aides the Project Manager in monitoring and maintaining the project budget, assists the Project Manager during bidding to evaluate subcontractor bids for accuracy and responsiveness and assists the Project Manager throughout the construction phase by providing preliminary estimates for proposal requests and evaluating subcontractor change order pricing.

Contract Administrator, Maurine “Mo” Nihill— Processes and tracks all correspondence between project partners including: contracts, change orders, requests for information, submittals, meeting minutes, addenda, requests for proposals, letters and memos.

Typical Pay Request Process (Flexible to Meet Owner’s Needs; this will also vary slightly dependent upon selection of CM Agent or CM/GC)

The goal of this process is to submit accurate progress payments to the contractors. One of our jobs is to help ensure that the City is paying the proper amount. Our process will help the City have confidence that when they issue payment each month they are paying for the amount of work that has actually been installed; no more no less.

Step 1 – Controller

- Reconciles the contract amounts and change orders listed on the request with the approved contract and change order amounts

Step 2 – The Project Manager

- Compares percentage complete with the current project schedule
- Reviews current status with the site superintendent
- Conducts a site visit to confirm the percent complete
- Confirms that subcontractor has submitted all documents and completed contractual requirements for progress payments (i.e. submittals, as-builts, O&M's)
- Revises or approves the pay request

Step 3 – Architect

- Reviews pay request and approves or requests modifications

Step 4 – City of Twin Falls

- Review pay requests and present to council for approval. Project manager typically attends council meetings and presents updated budget.
- Process pay request and issue payment to Starr Corporation for disbursement to subcontractors.

Step 5 – Starr Corporation Controller

- Issues notices to subcontractors requesting lien releases for progress payments
- Issues payments for pay requests

STARR CORPORATION-Past Performance

Kimberly School District Campus Wide Expansion-This \$10.25 million project included numerous improvements across the campus. One of the major components of the project was the Intermediate Elementary School building. This building includes classrooms, computer labs, and a library. The campus wide expansion was completed on time



and under the original budget. Starr Corporation helped the district and design team closely monitor the project budget. The district was able to increase the scope of the project with the additional monies. Please see reference letter from Kathleen Noh (pronounced Nay). Starr Corporation recently completed a renovation of the historic LA Thomas Gym for the Kimberly School District.



Mountain Home Air Force Base-This project included an extensive remodel of the Dining Hall and an on Base Lodging Facility. The extensive review by the Army Corps of Engineers is attached. Upon review of the project review you'll see that there were extensive change orders due to a lack of investigation during design and a desire by the owner to increase the scope of work. We worked closely with the owner to meet the original schedule goals in spite of significant increases in scope. The review by the Army Corps is lengthy but is one our team is very proud of. It shows our attention to detail in submittal review all the way to warranty calls.



We worked together to meet the owner's needs in a very difficult setting. Jason Derricott received a high honor for his efforts on this project; the area Commander for the Army Corps made a special visit to the job site from Seattle to award Jason with the Commander's Coin.

College of Southern Idaho-Health Science and Human Services-This \$21 million project was originally slated by the owner to be a LEED Certified 68,000 sf building. With the budgeting help of Starr Corporation during design it was determined that sufficient funds had been allocated to increase the scope to a 72,400 sf building that ultimately earned Gold LEED Certification. The project also included infrastructure and parking for the newly developed



North Campus. The project was completed on time and on budget, even with the addition of



building size and increased LEED requirements. Please see reference letters from Mike Mason and Mark Sugden of CSI and Ken Gardner of Idaho Division of Public Works.

In the past few years Starr Corporation has also completed a major phased renovation and addition at the Fine Arts Building and constructed the new student housing facility on campus.

Gooding High School Renovation-Over the past three summers we have completed about \$4 million worth of improvements at the Gooding High School. The first year was the most significant. In this phase of the project we replaced the entire HVAC system, all ceilings, select flooring, roofing, windows and storefront, gymnasium bleachers, and other minor improvements. Over the next two summers we completed restroom remodels and kitchen improvements. The first phase of the construction had a very aggressive schedule. As the district interviewed potential teams to complete the work, ours was the only team that would commit to the intense schedule. We delivered. Please refer to reference letter from Dr. Heather Williams.



Wendell Elementary School-This \$9.8 million project included the phased construction on a



new elementary school for the Wendell School District. The bulk of the new school was constructed on an existing play field adjacent to the existing elementary school building. When the first milestone was reached the school moved into their new building and utilized for instruction. At this time we demolished the existing elementary school and proceeded with the second phase. This project included the abandonment of an

existing road in Wendell to facilitate the project. Please refer to reference letter from Greg Lowe. Please also refer to the detailed costing example from this job in the "Budget Control" section of our qualification package.

**Kimberly
School
District
#414**

141 Center St. W.
Kimberly, ID 83341
(208) 423-4170

Dave Fullmer
Rob Champlin
Myron Nield
Burke Richman
Brenda Holmes
Board of Trustees

Kathleen Noh
Superintendent

Luke Schroeder
High School Principal

Letha Blick
**Middle School
Principal**

Craig Maki
**Elementary School
Principal**

Linda Reese
**Special Education
Director**

Mike Huttanus
Technology Director

Jean Shawver
Curriculum Director

Brian Willford
Athletic Director

Ted Wasko
**Director of
Maintenance,
Operations, &
Transportation**

Jill Thompson
Food Service Director

Cathy Cooper
District Clerk

Sherrie Bradley
Business Manager

April 29, 2009

To Whom It May Concern:

On behalf of Kimberly School District #414 and our Board of Trustees, I am pleased to write this letter of recommendation for the STARR Corporation based on the excellent service they have provided as the design builders for our school district's expansion project.

Our ten million dollar project includes the design and construction of an addition of six new classrooms and a multipurpose room at the middle school, a four classroom addition at the high school, an intermediate elementary building, an ag/science building and redesign and resurfacing of our track. STARR Corporation has worked collaboratively with the school district through the design, passage of the bond and construction. The project has been handled with professionalism and expertise every step of the way and has been consistently on time and on budget.

The STARR employees are knowledgeable, experienced, dedicated and courteous. All questions are addressed in a timely manner and problems are met with a satisfactory resolution. We have been able to make modifications in the architect's plans during construction without undue expense or delay. The disruptions to the education of our students during this project have been minimal.

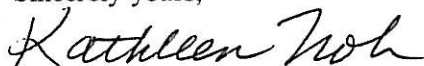
In addition to managing the construction of the buildings, STARR employees have assisted us in providing advice and cost estimates on related projects. They are always willing to go the extra mile. For example, they volunteered to build a ramp to be used at graduation so that our wheelchair-bound student could graduate with the class.

The project superintendent is on-site all day, every day. I have accompanied him and the project manager on inspections and found them to be diligent in holding all the subcontractors to the high standards called for in the project manuals. We are kept informed on the progress of the project with on-site visits, copies of all requests for information, a monthly financial accounting, continually updated time lines and reports to the Board of Trustees.

This expansion of our educational facility has been an exciting and positive experience for everyone in the district. Members of the STARR Corporation have demonstrated their desire and ability to provide buildings that meet our vision of an attractive, economical to maintain, well-designed educational facility – and all within our original budget.

STARR Corporation has earned our highest regard.

Sincerely yours,



Kathleen Noh
Superintendent

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PERFORMANCE EVALUATION INCOMPLETE-REVIEWED	CONSTRUCTION
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1.Contract Number: W912DW09C0029**2.DUNS Number:** 053799235**PART I - GENERAL CONTRACT DATA****3.Type of Evaluation:** Final **Percent Complete:** 100%**4.Terminated For:** None**5.Contractor:**

STARR CORPORATION

2995 E. 3600 N.

TWIN FALLS, ID 83301-872

US

NAICS Code: 236220

6a.Procurement Method: Sealed Bid**6b.Type of Contract:** Firm Fixed Price**7.Description and Location of Work:**

Construction Repairs to Dining Building at Mountain Home Air Force Base, Idaho. This FY09 project repaired the existing dining hall. Scope included complete upgrades to electrical, plumbing and HVAC systems as well as new counter, suspended ceiling, lighting, gypsum wall board, rubber base board, ceramic tile, carpet tile, chair rail, metal doors and frames, window treatments, paint, and complete renovation of bathrooms.

8.Type and Percent of Subcontracting:

80% subcontracted.

9.Fiscal Data

a.Amount of Basic Contract: \$1,283,575

b.Total Amount of Modifications: \$607,976

c.Liquidated Damages Assessed:

d.Net Amount Paid Contractor: \$1,891,551

10.Significant Dates

a.Date of Award: 09/18/2009

b.Original Contract Completion Date: 04/24/2010

c.Revised Contract Completion Date: 05/15/2010

d.Date Work Accepted: 09/01/2010

PART II - PERFORMANCE EVALUATION OF CONTRACTOR**11.Overall Rating:** Outstanding**12.Evaluated By:**

a.Organization: U.S. ARMY CORPS OF ENGINEERS MOUNTAIN HOME PROJECT OFFICE

b.Telephone Number: 208-832-4342 X2012

c.Name: EDWARD B. MORENTE

Title: PROJECT ENGINEER

Email: Edward.B.Morente@usace.army.mil

Fax Number: 208-832-7758

e.Date: 01/17/2012

13.Reviewed By:

a.Organization:

b.Telephone Number:

c.Name:

Title:

Email:

Fax Number:

e.Date:

PART III - EVALUATION OF PERFORMANCE ELEMENTS

15.Quality Control		16.Effectiveness of Management	
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a.Quality of Workmanship:	Above Average	a.Cooperation and Responsiveness:	Outstanding
b.Adequacy of the CQC Plan:	Above Average	b.Management of Resources/Personnel:	Outstanding
c.Implementation of the CQC Plan:	Outstanding	c.Coordination and Control of Subcontractor(s):	Outstanding
d.Quality of QC Documentation:	Outstanding	d.Adequacy of Site Clean-Up:	Satisfactory
e.Storage of Materials:	Satisfactory	e.Effectiveness of Job-Site Supervision:	Outstanding
f.Adequacy of Materials:	Satisfactory	f.Compliance with Laws and Regulations:	Satisfactory
g.Adequacy of Submittals:	Outstanding	g.Professional Conduct:	Outstanding
h.Adequacy of QC Testing:	Satisfactory	h.Review/Resolution of Subcontractor's Issues:	Outstanding
i.Adequacy of As-Built:	Satisfactory	i.Implementation of Subcontracting Plan:	Not Applicable
j.Use of Specified Materials:	Outstanding	18.Compliance with Labor Standards	
k.Identification/Correction of Deficient Work in a Timely Manner:	Outstanding	a.Correction of Noted Deficiencies:	Satisfactory
17.Timely Performance		b.Payrolls Properly Completed and Submitted:	Satisfactory
a.Adequacy of Initial Progress Schedule:	Satisfactory	c.Compliance with Labor Laws and Regulations with Specific Attention to the Davis-Bacon Act and EEO Requirements:	Satisfactory
b.Adherence to Approved Schedule:	Outstanding	19.Compliance with Safety Standards	
c.Resolution of Delays:	Outstanding	a.Adequacy of Safety Plan:	Satisfactory
d.Submission of Required Documentation:	Above Average	b.Implementation of Safety Plan:	Above Average
e.Completion of Punchlist Items:	Outstanding	c.Correction of Noted Deficiencies:	Above Average
f.Submission of Updated and Revised Progress Schedules:	Outstanding		
g.Warranty Response:	Outstanding		

20.Remarks**Small Business Utilization**

Does this contract include a subcontracting plan? No

Date of last Individual Subcontracting Report (ISR) / Summary Subcontracting Report (SSR): N/A

Evaluator Remarks: In summary, this contractor achieved an "Outstanding" rating for superb execution despite the many unforeseen challenges that occurred through no fault of the Contractor. A broken water pipe caused post-award flooding, damaging floors and walls, resulting in a \$152K change order that increased project scope 12% prior to contractor taking possession of the building. Numerous design errors in the mechanical, electrical, and plumbing systems were discovered during construction. The AE designer was slow to respond with revised designs and cost estimates. Several design error change orders followed totaling \$407K increasing project scope 32%. Project execution was further impacted for a prolonged period by the Government while obtaining additional ARRA funds for change orders. In spite of all the challenges and to the delight of the customer the Contractor partnered with the Government to work through issues and maintain progress completing the work by the mission critical 1 September deadline thus averting hardship to airmen and substantial additional costs to the Government. 15. QUALITY CONTROL Item 15a, c and k. Quality of workmanship, implementation of the CQC plan, and identification and correction of deficient work in a timely manner were outstanding. Contractor's thorough implementation of the three phase inspection process ensured early detection and correction of workmanship issues and deficiencies. Contractor QC and superintendent performed thorough reviews of the contract

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requirements and pertinent submittals during preparatory meetings ensuring complete understanding the materials, methods and criteria for the performance of the work. Issues involving workmanship of the multi-spec paint application, trench drain profiles, plumbing pipe support bracing, and fire suppression system were corrected at the Prime/subcontractor level prior to them becoming an issue with the Government. Time between identification and correction of deficiencies was kept to a minimum and in most cases deficiencies were corrected by the following day. Rate of deficiencies found during Government QA inspector's inspections was very low. Final inspection prior to beneficial occupancy found only damage to door frames and walls caused by Government during early move-in of end user equipment. Contractor repaired these damages at no additional cost to Government. Item 15b. Adequacy of the CQC Plan was above average. Contractor successfully blended their own quality control measures into the Government required quality control framework providing a clear and concise CQC Plan used as a living document to manage the project. Item 15d. Quality of the QC documentation was outstanding. Contractor voluntarily agreed to use and the Government's RMS/QCS database program for QC documentation, official correspondence, submittal tracking, schedule input, exposure hours, and progress payment submittal. Contractor was a quick study and utilized the system in conjunction with the Government to successfully manage the project. Item 15g. Adequacy of submittals was outstanding. The contractor successfully managed the submittal process to ensure order of submissions allowed sufficient review time as well as sufficient material acquisition and installation time. Contractor's acute attention to ensuring submittals met the contract requirements resulted in 93% being approved on the first transmittal with 81% requiring no resubmittal. Item 15j. Use of specified material was outstanding. Use of specified materials and superior craftsmanship ensured follow-on installation of user equipment occurred without any post-acceptance re-work. Use of specified materials also enhanced the finished product in terms of wall and floor coverings as well as dining room and bathroom finishes. 16. EFFECTIVENESS OF MANAGEMENT 16a. Cooperativeness and responsiveness were outstanding. Contractor Project Manager proactively advised the Corps of concerns, potential impacts, subcontractor issues and design issues allowing for effective management by all parties. Contractor engaged in months of weekend/holiday work to meet schedule objectives driven by customer mission requirements. Responding to the many unforeseen challenges the Contractor was quick to adjust the construction schedule and affect work arounds thereby continuing to make meaningful progress. On one occasion Contractor willingly worked late to midnight to complete negotiations of critical change orders prior to ARRA funds deadline. Contractor flexibility allowed customer move-in of furniture and equipment while project finishes and punch list activities were concurrently underway. 16b, c, and e. Management of resources and personnel, coordination and control of subcontractors, and effectiveness of job-site supervision were outstanding. In spite of the many unforeseen challenges the Contractor was able keep subcontractors engaged making meaningful progress while the Government resolved its issues. Once the issues were resolved and at the Government's request the Contractor successfully accelerated work through intensive management of different trades in the same space nearly tripling production in the months of July and August of 2010. During the ensuing compressed schedule sixteen change orders were implemented and the redesigned work constructed allowing for the timely reopening of the Dining Hall. 16g. The Contractor's professional conduct was outstanding. The contractor exhibited respectful, polite, and professional conduct in all activities including daily inspections, weekly coordination meetings, periodic end-user walk visits and change order negotiations. 16h. Review/resolution of subcontractor's issues was outstanding. Contractor was very forthright resolving subcontractor issues and kept the Government apprised of their discussions with subcontractors. The contractor also effectively managed subcontractor issues involving time and cost concerns. All subcontractor issues were fairly resolved to the Governments satisfaction. 17. TIMELY PERFORMANCE 17b and c. Adherence to approved schedule and resolution of delays was outstanding. Contractor outstanding use of resources, skillful scheduling and rescheduling, and timely response to requested changes in contract scope ensured effective execution of mission milestones. The contractor managed to adhere to a fluid schedule while effectively responding to the variety of issues brought on by the flooding, design errors, and funds acquisition process. Despite the integration of 24 change orders valued at \$608K the Contractor ultimately completing work by the mission critical 1 September date. 17d. Submission of required documentation was above average. All submittals and progress payment requests were transmitted in a timely manner allowing sufficient time for coordination and review. Contractor emails, serial letters, and proposals as well as submittals and progress payments were responsive, complete, concise, legible, and well organized allowing for efficient evaluation and processing. 17e. Completion of punch list items was outstanding. Early detection and correction of workmanship issues and deficiencies by Contractor minimize the number of punch list items found during Government inspections. Most punch list items were corrected by the following day. Punch list items found during final inspection caused by customer were repaired

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by Contractor at no additional cost to Government. 17f. Submission of updated and revised progress schedules was outstanding. Updated revised progress schedules were provided with monthly progress payments. Additional more detailed two week look ahead schedules reflecting accelerated work requested by the Government were also provided. The schedules proved to be realistic and accurate and of great assistance in managing contract issues and planning ahead with customer. 17g. Warranty response was outstanding. Contractor executed warranty response for a number of items to include fire alarm heat detectors, exhaust hood, dish washer switch, and chiller pipe reroute. Initial problem review occurred within hours of notification and corrective actions were generally as timely as possible. COMPLIANCE WITH SAFETY STANDARDS 19b and c. Implementation of safety plan and correction of noted deficiencies was above average. Superb communication and execution of the safety plan especially during the two month period of tripled production combined with extended work days resulted in a project that encompassed 16,440 exposure hours with only one minor reportable incident.

Contractor Remarks: Starr Corporation appreciates and concurs with the comments provided. We felt this was a successful project, despite the design challenges encountered throughout the construction process. We appreciated being held to a high standard by the USACE, and also being treated as a team member throughout the project. The USACE team took the time to review and work through numerous issues with our team. We look forward to future opportunities to work together again.

CONCURRENCE: I concur with this evaluation.

Contractor Name: JASON DERRICOTT

Title: PROJECT MANAGER

Telephone Number: 208-733-5695

Fax Number: 208-734-9537

Email: jason@starrcorporation.com

Date: 02/13/2012

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42.1503

PERFORMANCE EVALUATION INCOMPLETE-RATED	CONSTRUCTION
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1.Contract Number: W912DW09C0030

2.DUNS Number: 053799235

PART I - GENERAL CONTRACT DATA

3.Type of Evaluation: Final **Percent Complete:** 100%

4.Terminated For: None

5.Contractor:

STARR CORPORATION

2995 E. 3600 N.

TWIN FALLS, ID 83301-872

US

NAICS Code: 236220

6a.Procurement Method: Sealed Bid

6b.Type of Contract: Firm Fixed Price

7.Description and Location of Work:

Construction renovation and conversion of a dormitory to lodging facility at Mountain Home Air Force Base, Idaho. Scope included demolition and abatement of then installation of new walls, ceiling, flooring, doors and windows, plumbing pipes and fixtures, HVAC including boilers and pumps, lights, conductors, fixtures, panelboards, and switchgear. Also installed new translucent panel entry canopy and addressable fire alarm detection system.

8.Type and Percent of Subcontracting:

71% subcontracted.

9.Fiscal Data

a.Amount of Basic Contract: \$2,637,000

b.Total Amount of Modifications: \$1,161,974

c.Liquidated Damages Assessed:

d.Net Amount Paid Contractor: \$3,798,974

10.Significant Dates

a.Date of Award: 09/26/2009

b.Original Contract Completion Date: 06/24/2010

c.Revised Contract Completion Date: 03/02/2011

d.Date Work Accepted: 03/02/2011

PART II - PERFORMANCE EVALUATION OF CONTRACTOR

11.Overall Rating: Outstanding

12.Evaluated By:

a.Organization: U.S. ARMY CORPS OF ENGINEERS MOUNTAIN HOME PROJECT OFFICE

b.Telephone Number: 208-832-4342 X2012

c.Name: EDWARD B. MORENTE

Title: PROJECT ENGINEER

Email: Edward B. Morente@usace.army.mil

Fax Number: 208-832-7758

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42.1503

e.Date: 03/18/2013

13.Reviewed By:

a.Organization:

b.Telephone Number:

c.Name:

Title:

Email:

Fax Number:

e.Date:

PART III - EVALUATION OF PERFORMANCE ELEMENTS			
15.Quality Control		16.Effectiveness of Management	
a.Quality of Workmanship:	Above Average	a.Cooperation and Responsiveness:	Outstanding
b.Adequacy of the CQC Plan:	Above Average	b.Management of Resources/Personnel:	Outstanding
c.Implementation of the CQC Plan:	Outstanding	c.Coordination and Control of Subcontractor(s):	Outstanding
d.Quality of QC Documentation:	Outstanding	d.Adequacy of Site Clean-Up:	Satisfactory
e.Storage of Materials:	Satisfactory	e.Effectiveness of Job-Site Supervision:	Outstanding
f.Adequacy of Materials:	Satisfactory	f.Compliance with Laws and Regulations:	Satisfactory
g.Adequacy of Submittals:	Outstanding	g.Professional Conduct:	Outstanding
h.Adequacy of QC Testing:	Satisfactory	h.Review/Resolution of Subcontractor's Issues:	Outstanding
i.Adequacy of As-Builts:	Satisfactory	i.Implementation of Subcontracting Plan:	Not Applicable
j.Use of Specified Materials:	Outstanding	18.Compliance with Labor Standards	
k.Identification/Correction of Deficient Work in a Timely Manner:	Outstanding	a.Correction of Noted Deficiencies:	Satisfactory
17.Timely Performance		b.Payrolls Properly Completed and Submitted:	Satisfactory
a.Adequacy of Initial Progress Schedule:	Satisfactory	c.Compliance with Labor Laws and Regulations with Specific Attention to the Davis-Bacon Act	Satisfactory

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42.1503

		and EEO Requirements:	
b. Adherence to Approved Schedule:	Outstanding	19. Compliance with Safety Standards	
c. Resolution of Delays:	Outstanding	a. Adequacy of Safety Plan:	Satisfactory
d. Submission of Required Documentation:	Above Average	b. Implementation of Safety Plan:	Above Average
e. Completion of Punchlist Items:	Outstanding	c. Correction of Noted Deficiencies:	Above Average
f. Submission of Updated and Revised Progress Schedules:	Outstanding		
g. Warranty Response:	Outstanding		

20. Remarks

Small Business Utilization

Does this contract include a subcontracting plan? No

Date of last Individual Subcontracting Report (ISR) / Summary Subcontracting Report (SSR): N/A

Evaluator Remarks: In summary, this contractor achieved an "Outstanding" rating for superb execution despite the many unforeseen challenges that occurred through no fault of the Contractor. Starr Corporation helped mitigate schedule impacts and proved flexible and quick to respond to numerous unforeseen events including flooding and mold due to old plumbing, numerous design errors in the mechanical, electrical, and plumbing systems, and prolonged periods of Government delay while obtaining designs and additional ARRA funds for change orders. Additionally Starr Corporation helped mitigate schedule impacts by agreeing to phase work by floors so Government's GFGI contractor could perform their work concurrently with Starr as opposed to Starr demobbing allowing recovery of 45 days. Starr also worked with the Government to allow end user use of the facility during 2011 Air Show. 15. QUALITY CONTROL Item 15a, c and k. Quality of workmanship, implementation of the CQC plan, and identification and correction of deficient work in a timely manner were outstanding. Contractor's thorough implementation of the three phase inspection process ensured early detection and correction of workmanship issues and deficiencies. Contractor QC and superintendent performed thorough reviews of the contract requirements and pertinent submittals during preparatory meetings ensuring complete understanding the materials, methods and criteria for the performance of the work. Time between identification and correction of deficiencies was kept to a minimum and in most cases deficiencies were corrected by the following day. Rate of deficiencies found during Government QA inspector's inspections was very low. Item 15b. Adequacy of the CQC Plan was above average. Contractor successfully blended their own quality control measures into the Government required quality control framework providing a clear and concise CQC Plan used as a living document to manage the project. Item 15d. Quality of the QC documentation was outstanding. Contractor voluntarily agreed to use and the Government's RMS/QCS database program for QC documentation, official correspondence, submittal tracking, schedule input, exposure hours, and progress payment submittal. Contractor was a quick study and utilized the system in conjunction with the Government to successfully manage the project. Item

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42.1503

15g. Adequacy of submittals was outstanding. The contractor successfully managed the submittal process to ensure order of submissions allowed sufficient review time as well as sufficient material acquisition and installation time. Contractor's acute attention to ensuring submittals met the contract requirements resulted in 99% being approved on the first transmittal. Item 15j. Use of specified material was outstanding. Use of specified materials and superior craftsmanship ensured follow-on installation of user equipment occurred without any post-acceptance re-work. 16.

EFFECTIVENESS OF MANAGEMENT 16a. Cooperativeness and responsiveness were outstanding. Contractor Project Manager proactively advised the Corps of concerns, potential impacts, subcontractor issues and design issues allowing for effective management by all parties. Contractor engaged in months of weekend/holiday work to meet schedule objectives driven by customer mission requirements. Responding to the many unforeseen challenges the Contractor was quick to adjust the construction schedule and affect work arounds thereby continuing to make meaningful progress. 16b, c, and e. Management of resources and personnel, coordination and control of subcontractors, and effectiveness of job-site supervision were outstanding. In spite of the many unforeseen challenges the Contractor was able keep subcontractors engaged making meaningful progress while the Government resolved its issues. Once the issues were resolved and at the Government's request the Contractor successfully accelerated work through intensive management of different trades. 16g. The Contractor's professional conduct was outstanding. The contractor exhibited respectful, polite, and professional conduct in all activities including daily inspections, weekly coordination meetings, periodic end-user walk visits and change order negotiations. 16h. Review/resolution of subcontractor's issues was outstanding. Contractor was very forthright resolving subcontractor issues and kept the Government apprised of their discussions with subcontractors. The contractor also effectively managed subcontractor issues involving time and cost concerns. All subcontractor issues were fairly resolved to the Governments satisfaction. 17. TIMELY PERFORMANCE 17b and c. Adherence to approved schedule and resolution of delays was outstanding. Contractor outstanding use of resources, skillful scheduling and rescheduling, and timely response to requested changes in contract scope ensured effective execution of mission milestones. The contractor managed to adhere to a fluid schedule while effectively responding to the variety of issues brought on by the flooding, design errors, and funds acquisition process. Despite the integration of 43 change orders valued at \$1,161,974 the Contractor ultimately completed work by the mission critical date. 17d. Submission of required documentation was above average. All submittals and progress payment requests were transmitted in a timely manner allowing sufficient time for coordination and review. Contractor emails, serial letters, and proposals as well as submittals and progress payments were responsive, complete, concise, legible, and well organized allowing for efficient evaluation and processing. 17e. Completion of punch list items was outstanding. Early detection and correction of workmanship issues and deficiencies by Contractor minimize the number of punch list items found during Government inspections. Most punch list items were corrected by the following day. Punch list items found during final inspection caused by customer were repaired by Contractor at no additional cost to Government. 17f. Submission of updated and revised progress schedules was outstanding. Updated revised progress schedules were provided with monthly progress payments. Additional more detailed two week look ahead schedules were also provided. The schedules proved to be realistic and accurate and of great assistance in

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managing contract issues and planning ahead with customer. 17g. Warranty response was outstanding. Contractor executed warranty response for a number of items. Initial problem review occurred within hours of notification and corrective actions were generally as timely as possible. COMPLIANCE WITH SAFETY STANDARDS 19b and c. Implementation of safety plan and correction of noted deficiencies was above average. Superb communication and execution of the safety plan especially during the two month period of tripled production combined with extended work days resulted in a project that encompassed 31,184 exposure hours with no reportable incidents.

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Letter of Reference for
Starr Corporation
September 3, 2009

Over the last thirteen years, the College of Southern Idaho has utilized Starr Corporation in numerous construction and construction related capacities. We used Starr as a construction manager on six construction management projects with a total value of approximately \$18 million. We have also utilized them as a general contractor on several remodel, safety related and sidewalk projects.

Recently we have used Starr in the capacity of a design builder in the construction of our \$4.9 million student union building, \$4.3 million recreation center and the \$21.6 million State of Idaho funded, LEED's certified, health science and human services building.

These construction projects have involved complex additions to existing buildings that had to meet educational needs as well as conform to campus construction and aesthetic standards. They incorporated geothermal heat systems and special construction for medical training facilities.

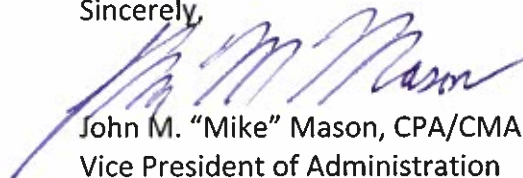
Starr Corporation was also selected by the College as the design builder for the yet to be funded wind energy and industrial technology building. This project will involve federal funds, compliance with Davis Bacon and LEED's certification.

Of particular value in Starr's method of delivering design build projects is the early involvement of electrical, mechanical and other critical contractors in the design process. This practice, along with client input and continuous budgetary controls implemented at each stage of the project, has resulted in efficient buildings being delivered on time and within budget for the college.

With the wide range of completed projects and the extensive experience we have with Starr Corporation, I can attest to their qualifications as well as the quality of their work. We consider them outstanding construction professionals who can deliver a quality project on time and within budget.

If you have any questions or need further information, do not hesitate in contacting me at 208-732-6203 or email mmason@csi.edu.

Sincerely,



John M. "Mike" Mason, CPA/CMA
Vice President of Administration



College of
Southern
Idaho

Health Sciences and Human Services

September 2, 2009

To whom it may concern:

A new 72,000 square foot building is under construction and nearing completion on the College of Southern Idaho campus in Twin Falls, Idaho. This building will house the Health Sciences and Human Services Department which includes programs in nursing, surgical services, emergency medical services, dental services, medical assisting, radiologic technology and addiction studies. The general contractor is the Starr Corporation from Twin Falls. I am the Instructional Dean at CSI who provided oversight of the educational requirements for this building and spearheaded the effort to have this building meet LEED certification criteria (currently the building is on track to qualify for the Gold designation).

I was involved with this project from the very earliest discussions for a new building on campus. Many people were involved with many different opinions expressed during the planning process. These discussions continued well after the design team and the Starr Corporation were selected for the design/build contract. Some of us expressed the desire to create a building that had, as its highest priority, a strong commitment to the needs of our students and the future of our community. We imagined a building that created space that was uniquely conducive to learning and had a strong connection to the natural world. This was different from the other buildings on our campus. As we wrestled with possibilities and realities, slowly the plans for a very innovative and impressive new building emerged. Throughout this process, I am very pleased to report that the Starr Corporation was always willing to be a very constructive player and has contributed greatly to helping the College obtain the building that it envisioned. I have nothing but praise for the working relationship that has existed between CSI and the Starr Corporation during the planning and construction of our new building.

Sincerely,

Mark A. Sugden, Ph.D.
Instructional Dean



State of Idaho

Department of Administration
Division of Public Works

C. L. "BUTCH" OTTER
Governor

MIKE GWARTNEY
Director

TIM MASON
Administrator

502 North 4th Street
P.O. Box 83720
Boise, ID 83720-0072
Telephone (208) 332-1900 or FAX (208) 334-4031
Design and Construction
Facilities Services
<http://www.adm.idaho.gov>

To Whom It May Concern:

Starr Corporation has demonstrated a progressive leadership style that takes Design-Build to a higher level.

The Starr Team stays ahead of every activity and responds effectively to issues as they arise. Starr's field personnel have a proven understanding of first rate service and implement this to their advantage as they work quickly and seamlessly to insure quality work is preformed. They coordinate well and work hard up-front thereby reaping the rewards of diligence, value and cost savings to the project.

Starr's management team is responsive and well coordinated in their approach to project development and problem solving. They understand the requirements of day to day activities and the importance of looking ahead. They work hard to develop and fulfill the need of the Owner and building occupants.

Starr provides timely daily reports of activities and major communications reflective of actual events as they transpire. It seems that Starr enjoys a transparent relationship with the Owners and various parties involved with projects, and this is certainly uncommon and unparalleled in today's construction arena.

I have enjoyed the benefit of working with Starr's well organized operation on several State of Idaho projects. When given the choice, I would choose Starr because of their proven design/build abilities and leadership.

I highly recommend the Starr Team.

Thank you.

A handwritten signature in blue ink, appearing to read "Ken Gardner".

Ken Gardner
Field Representative
State of Idaho
Department of Administration
Division of Public Works



Gooding Jt. School District #231

507 Idaho Street
Gooding, ID 83330

Heather P. Williams, Ph.D., Superintendent

Board of Trustees

Chairman: Michael Perry | Vice Chair: David Reeves
Trustees: Tracie Anderson | Marty Bennett | Lucinda Rogers

May 15, 2014

To Whom It May Concern:

It is a sincere pleasure to write a letter of recommendation for Starr Corporation. I have had the privilege to work with Starr Corp. on several projects and a major renovation of Gooding High School. Over the years, I have found Michael Arrington and his staff to be exceptional in all aspects of the work from conception of the project to completion. They have been an amazing partner to our district and easy to work with for our staff.

I have seen many examples of their willingness to make things easier for school districts and affordable. Starr Corp. kept us updated on costs and helped us identify places we could save money, without compromising quality, to address other maintenance issues that arose during the renovation project. But the most impressive thing about Michael and his staff is how easily they can engage with all the stakeholders from Board members to subcontractors throughout the project. They were incredibly responsive to me when questions or challenges arose. They still are to this day! Their energy, dedication, and enthusiasm are contagious! Michael and Jason have a sense of humor that brings people together, making people feel included.

I recommend Starr Corporation without reservation and please call me if you would like more examples of what a wonderful partner they would be for your school district.

Sincerely,

Heather Williams, Ph.D.
Superintendent
Gooding Jt. School District #231
(208) 316-6205 cell phone



WENDELL SCHOOL DISTRICT #232

P.O. Box 300
Wendell, Idaho 83355
(208) 536-2418 Fax (208) 536-2629

Greg M. Lowe
Superintendent

Krissy Messick
Business Manager

Carol Case
District Clerk

June 27, 2013

To Whom It May Concern:

It is my distinct pleasure to write this letter of recommendation for Starr Corporation of Twin Falls, Idaho. Wendell School District completed the construction of a new elementary school in 2012, and Starr Corporation served as the project's construction managers. As a district superintendent, this was my first experience passing a bond and completing the construction of a new building.

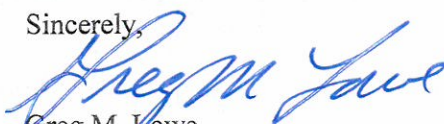
We now have a faculty, staff, student body, and entire community who love our new school building. The entire process was a positive experience for me and the entire school board. This could not have happened without the professional, knowledgeable, caring service from Starr Corporation. The school board looked very closely at a variety of construction contractors, and through a very thorough process, chose Starr Corporation. The district feels strongly that the very best choice was made because of the outstanding service we received.

As superintendent, I continually had questions regarding the process. Without fail, whenever I called the Starr Corporation site coordinator, project manager, or even the president of the company, I received immediate attention and had my questions taken care of. The project manager and site coordinator attended every school board meeting along the way and made thorough reports concerning the budget and the progress of the construction. Several times the board and the community were given special tours through the construction site. In fact, during construction Starr Corporation arranged special tours for our students each Friday afternoon.

The quality of the construction and the efficiency of the project were outstanding. The district feels strongly that we now have a new elementary school that we can be proud of for many years to come. It is important to note that our architect and Starr Corporation worked extremely well together throughout the entire project. This type of collaboration is essential to the success of this type of construction process, and Starr Corporation made sure that they were aligned with the architect's goals and plans.

Please feel free to contact me as a reference for Starr Corporation. I would be happy to answer any questions.

Sincerely,


Greg M. Lowe
Superintendent

TAB No. 5

CONSTRUCTION MANAGER QUALIFICATIONS

C.L. "Butch" Otter
Governor

State of Idaho

Division of Building Safety

PUBLIC WORKS CONTRACTORS LICENSING BUREAU

CERTIFICATE OF AUTHORITY

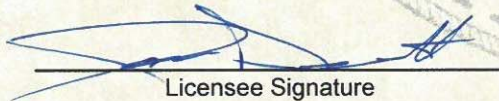
License issued pursuant to Title 54, Chapter 45, Idaho Code, as amended

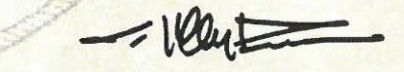
STARR CORPORATION

Expiration Date: 09/30/2015

JASON DERRICOTT

has fulfilled the requirements for Licensing of Construction Managers in Idaho and may provide and hold
itself out as providing Construction Management Services.


Licensee Signature


C. Kelly Pearce, Administrator

C.L. "Butch" Otter
Governor

State of Idaho
Division of Building Safety
PUBLIC WORKS CONTRACTORS LICENSING BUREAU
CONSTRUCTION MANAGER

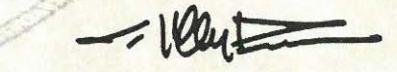
17558
License Number

09/28/2010
Original License Issued

This is to certify that
JASON DERRICOTT
has fulfilled the requirements of the law relating to licensing in Idaho Code, Title 54, Chapter 19 & 45
and is hereby granted this certificate.

This license expires: 09/30/2015


Licensee Signature


C. Kelly Pearce, Administrator

C.L. "Butch" Otter
Governor

State of Idaho
Division of Building Safety
PUBLIC WORKS CONTRACTORS LICENSING
CONTRACTOR

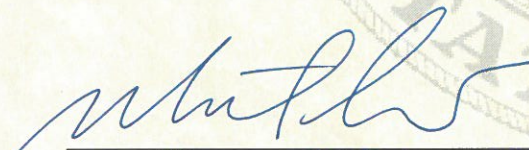
PWC-C-10665 - UNLIMITED - 1- 3
License Number

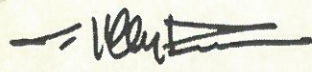
10/13/1967
Original License Issued

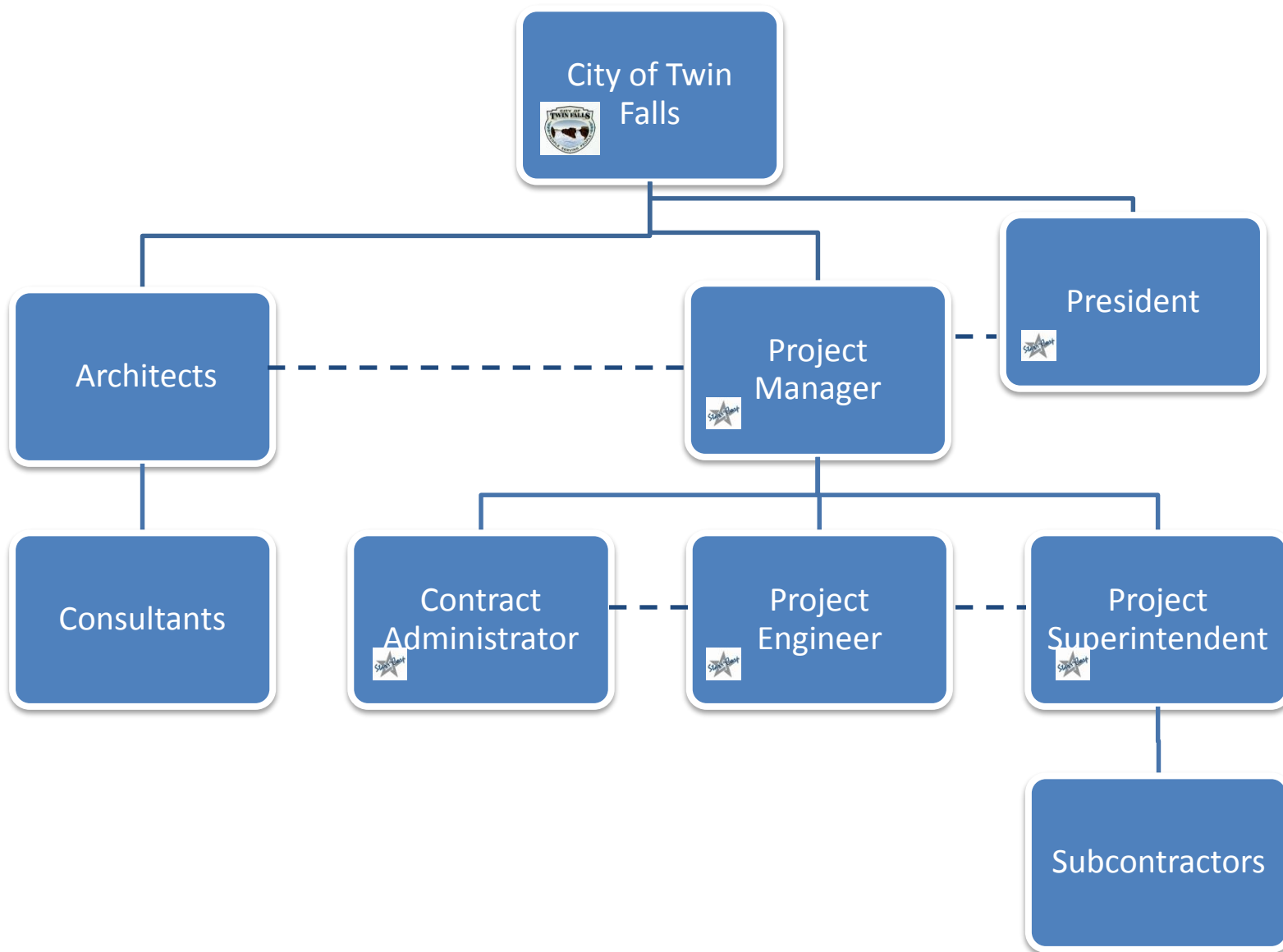
This is to certify that
STARR CORPORATION

has fulfilled the requirements of the law relating to licensing in Idaho Code, Title 54, Chapter 19 & 45
and is hereby granted this certificate.

This license expires: 06/30/2016


Licensee Signature


C. Kelly Pearce, Administrator





Professional Construction Services

— Since 1962 —

www.starrcorporation.com



P.O. Box 1907

321 Second Avenue East

Twin Falls, Idaho 83303-1907

Fax: (208) 736-2296

MEMORANDUM

TO: City Manager Travis Rothweiler

FROM: Deputy City Manager Brian Pike

SUBJECT: STARR Corporation Reference Check

DATE: July 17, 2015

On July 16, 2015, I was asked to complete reference checks on Starr Corporation. Starr Corporation is a third generation family owned business providing General Contracting, Construction Management, and Design/Build services. They field concrete, steel erection, earthwork, piping and carpentry crews. They have been in business for 50 years.

As part of the City of Twin Falls' Request for Qualifications, Starr Corporation supplied relevant experience references to past projects and design builds. In addition, I have made contact with other entities utilizing the services of Starr Corporation.

Kimberly School District. Campus-Wide Expansion, Kimberly, Idaho

On July 20, 2015, I spoke with Kimberly School District Superintendent Luke Schroeder.

Mr. Schroeder was extremely complimentary of Starr Corporation and highly recommended them as a Design Build team. He felt that the Starr Corporation acted as a true partner throughout their building process (they have used Starr Corporation for three projects). He mentioned:

- Starr Corporation qualifies, employs and manages quality sub-contractors. If there is problem with their sub-contractors, they rectify it immediately.
- Starr Corporation was open with their accounting books and acted as a true partner throughout the building process.
- In all three projects, the Starr Corporation delivered more than what was expected. They did this through proper estimating and cost savings.
- Michael Arrington and Jason Derricott were "incredible" to work with.
- Highly recommended.

College of Southern Idaho, Idaho Health Science and Human Services, Twin Falls, Idaho

On July 20, 2015, I spoke with Mike Mason, Vice President of Administration of the College of Southern Idaho. Mr. Mason stated that the College of Southern Idaho has enjoyed their partnership with Starr Corporation. He mentioned:

- Starr Corporation's focus is on quality over schedule. The project management is important but not at the cost of overall quality.
- Project Manager Jason Derricott was professional, responsive and a pleasure to work with
- Starr Corporation's oversight saved the project over \$100,000.
- Starr Corporation continued to provide oversight, consultation and repair (if needed) following the completion of the project.
- Used high-quality sub-contractors.
- Highly recommended.

Gooding Joint School District, High School Renovation, Gooding, Idaho

On July 17, 2015, I spoke with Gooding Joint School District Superintendent Heather Williams. Dr. Williams told me she enjoyed working with Starr Corporation, specifically Michael Arrington and Jason Derricott (Project Manager) during their \$4 million renovation. She offered the following comments:

- Project Manager Jason Derricott was an asset to the project providing "calm" guidance when projects were difficult.
- Starr Corporation ensured quality sub-contractors throughout the process and addressed performance issues in a timely and professional manner.
- Starr Corporation demonstrated a problem-solving mentality throughout the project with strong communication and the presentation of viable options for each challenge.
- PM Derricott's cost estimating was market-based, accurate and allowed the project to make meaningful real-time modifications while remaining within the established budget.
- Starr Corporation's billing office provided "great" communication and transparency to the entire process.
- They completed the project on time and under budget.

Twin Falls School District, Twin Falls, Idaho

On July 21, 2015, I spoke with Brady Dickinson, Director of Educational Technology and Operations for the Twin Falls School District. The Twin Falls School District is currently working with Starr Corporation on two projects – Twin Falls High School remodel and the Canyon Ridge High School addition. Mr. Dickinson stated:

- Starr Corporation was a pleasure to work with.
- Jason Derricott does a "nice job" managing the Twin Falls High School remodel. He mentioned the project is ahead of schedule.
- Starr Corporation works as a partner.
- Very transparent company – recommends seeing the bid list prior to bidding.
- Highly recommended.

Wendell School District, Wendell Elementary School, Wendell, Idaho

On July 20, 2015, I spoke with Greg Lowe, Superintendent of the Wendell School District regarding the District's relationship with Starr Corporation. The Wendell School District built a \$9.9 million Elementary

School with Starr Corporation. Mr. Lowe stated that they were “thrilled” with Starr Corporation and “still are”. He described them as a partner and extremely helpful in the building process. Our conversation highlighted:

- Starr Corporation’s strong communication. Not only did they communicate throughout the process, they listened.
- Quality sub-contractors with one exception (Landscaping issue).
- Day-to-day conversation with monthly reports to the District.
- Starr Corporation’s Project Manager, Jason Derricott, was “awesome”.
- Project was completed under budget allowing the District to purchase playground equipment.
- Highly recommended.

First Federal, Administration Building, Twin Falls, Idaho

On July 21, 2015, I spoke with Robert Gulley, Senior Vice President, Branch Administration, First Federal.

Mr. Gulley stated that First Federal has had an excellent relationship with the Starr Corporation. He mentioned:

- First Federal has utilized Starr Corporation as a General Contractor for three of their Branches – Burley, Cheney and Kimberly.
- First Federal has utilized Starr Corporation as a General Contractor for remodels on all their branch offices.
- Starr Corporation was the General Contractor for their new Administrative Building.
- Starr Corporation provided “good honest feedback” throughout the building process.
- Highly recommended.

Canyon Crest Dining & Event Center, Twin Falls, Idaho

On July 20, 2015, I spoke with Dan Willie, Owner of Canyon Crest Dining and Event Center. Mr. Willie has worked with Starr Corporation on several building projects. Mr. Willie said that he would give Starr Corporation the highest recommendation. He mentioned:

- Starr Corporation has “great” project managers that keep the sub-contractors well-coordinated and on-schedule.
- Nothing but a “great experience” with them.
- Starr Corporation was able to manage the construction process to save them money and provide an opportunity to enhance the project.

The Starr Corporation is a professional General Contracting and Construction Management company. They enjoy a reputation as a true building partner representing the best interests of their clients. During the course of my reference checks, I repeatedly heard comments about their attentiveness, professionalism, communication and follow-through. I have not discovered any issue(s) that would prevent me from recommending the Starr Corporation for further consideration.

Please feel free to contact me with any questions, concerns or qualifying information.

Respectfully Submitted,

Brian Pike
Deputy City Manager
City of Twin Falls

Budget Impact:

None at this time. However, when one has been negotiated, staff will bring a contract for services to the City Council for consideration. The funding for the CMGC contract is planned to come from cash reserves.

Regulatory Impact:

Approval of this request will allow City staff to negotiate a contract with Starr Corporation to provide CMGC services on the City Hall/Public Safety Complex project.

Conclusion:

Staff recommends that the City Council direct staff to begin negotiations with Starr Corporation to act as the City's Construction Manager/General Contractor on the City Hall/Public Safety Complex project.

Attachments:

1. Starr Corporation's Statement of Qualifications
2. City reference check report for Starr Corporation



Date: Monday, July 27, 2015
To: Mayor and City Council
From: Travis Rothweiler, City Manager

Request

A presentation of the City Manager's Recommended Budget for FY 2016 followed by citizen input.

Time Estimate

The estimated amount of time this item will take is 20 minutes plus time to answer questions.

Background

Over the course of the past several weeks, the City's leadership and department head teams have presented elements of the FY 2016 City Manager's Recommended Budget. The Recommended Budget addresses the need to protect the long-term future of the community, primarily in the areas of public safety, preservation of public infrastructure, and in delivering sustainable government that aligns with the demands of today, while ensuring the ability to rapidly respond to growth. This proposal is balanced, complete, sustainable, strategically driven, and represents our continued commitment to prudent fiscal management, effective service delivery, sustainability, and transparency.

The FY 2016 City Manager's Recommended Budget is \$60,765,948 or \$3,683,759, or 6.45% larger than the total net budget of \$57,082,189 for the current fiscal year. It only requires the City to collect 1.5% more property tax revenue compared to the amount collected in FY 2015. This equates to an additional \$264,935. By not taking the full 3% statutorily provided for revenue adjustment, the City Manager will add to its overall foregone balance.

This is the fourth consecutive and seventh overall meeting the budget has been a topic of discussion at a City Council meeting. No action will be taken tonight. The first action that is scheduled to be taken on August 10, 2015, at which time the City Council will adopt the preliminary budget – or maximum budget – for FY 2016. The official public hearing and final adoption of the FY 2016 is scheduled to occur on August 24.

Tonight's and the remaining four presentations will focus on how the recommended budget for FY 2016 is connected to the City's 2030 Strategic plan, with special emphasis on Focus Areas 1, 7 and 8.

Connection to the City's 2030 Strategic Plan

The City views its planning and operations in a strategic manner. Our fiscal, operational and organizational strategies are governed and directed by the City's 2030 Strategic Plan. The Strategic Plan has a series of vision statements, that when viewed collectively, will allow us to create and maintain an accessible, healthy, learning, environmental, responsible, prosperous, and secure community with a strong internal organization designed to be able to meet the needs of our citizens, businesses and visitors. The Strategic Plan is divided into eight, equally important focus areas: a *Healthy Community*, a *Learning Community*, a *Secure Community*, an *Accessible Community*, an *Environmental Community*, a *Prosperous Community*, a *Responsible Community*, and recognition of the importance of the *Internal Organization*. For each focus area, there is a description of the vision for that topic in the year 2030. To review the vision descriptions, please see the City of Twin Falls 2030 Strategic Plan.

Focus Area 1 – Healthy Community

Twin Falls is a community with a broad-based commitment to the health of its citizens and visitors. A wide array of activities exists through private, non-profit, and public entities, as well as partnerships among them, which lead to a healthy, well-rounded community. Public infrastructure and facilities are well-maintained and kept in compliance to ensure public health benefits. Community design standards facilitate individuals' commitment to maintaining a healthy life-style. Medical care and its infrastructure are maintained at the highest level and an active community-wide consciousness helps people make positive choices. Recreation and the arts contribute to a healthy community, and they attract and retain a skilled workforce.

Personnel – Two new full time positions are recommended in this budget to help achieve the objectives within Focus Area 1. They include a Planner I and a Recreation Coordinator.

The Planner I position includes a fully burdened cost of \$62,476. This position will help the Planning Department ensure new development, including trails and parks as required per City Code and review development standards, and find ways to discourage sprawl.

The Planning Department currently has a Manager and two Planners. The new development work load has been steadily increasing since 2009. The Department has processed 47% more zoning/annexation requests this year than in 2009. The Department has also processed 150% more subdivision plats in that same time frame, with eight currently being reviewed. One of the planners is also tasked with commercial building permit review. So far this year, we have issued 76 commercial building permits for new buildings, additions, and remodels. These projects include a new elementary school, a high school remodel, the Clif Bar baking facility, an 11 building apartment complex, and multiple retail buildings within the Canyon Park development. There are 27 different commercial building plans currently being processed, including another new elementary school, a new middle school, another high school remodel, and more retail buildings.

In addition to the development review work, the Department has also just begun a significant Comprehensive Plan update process. That process will last about a year and will require significant effort and man-hours to complete. Once it is done, implementation of the Comprehensive Plan will begin. We anticipate the new Plan including several recommended Code amendments that will need to be completed by Department staff. Even without this new Comprehensive Plan, Department staff, the Planning & Zoning Commission, and the City Council have already identified several necessary Code amendments for the Department staff to draft.

The Recreation Coordinator position includes a fully burdened cost of \$58,955. This position will help the Parks & Recreation Department develop trail connectivity strategies, develop partnerships for funding recreation activities and facilities, and provide affordable opportunities for recreation and healthy lifestyles.

The Recreation Department currently has three full-time employees. Since 2009, the Department has added 13 new programs to their list of recreation activities. In order to add these new offerings, some programs had to be reduced or eliminated. For example, many team sport seasons have been shortened by two games, the Hershey Track Meet has been eliminated and the Urban Wilderness Day has been eliminated. During this same time, youth participation has also increased by the following rates:

- Fall Soccer – 50%
- Fall Basketball – 14%
- Winter Basketball – 24%
- Spring Soccer – 31%
- Baseball/Softball – 24%

As programs and participation have increased, part time and overtime wages have also increased to accommodate the additional workload. Since 2009, part time wages have increase by 11.5% and overtime wages have increased by 329%. With the addition of this position, there is a corresponding reduction in the

Department's overtime and part-time salaries' budget. That reduction amounts to \$10,000, and does not fully offset the cost of the position. In addition to reducing the amount of overtime by current staff and keeping up with the growing demands on the Department, we expect the new Recreation Coordinator to help further expand programs. The Department would like to bring back those programs that were eliminated as well as introduce new requested programs, such as lacrosse, youth flag football, triathlons, and senior activities.

Capital Projects - Frontier Field tennis courts resurfacing (\$140,000), First Federal Park field improvements (\$50,000) and Canyon Trail development and improvements (800,000), Implementation of bicycling facilities – Phase 2 (\$25,000), Turf/Grass improvements at Sunway Soccer Field (\$50,000), BMX Track/Trail landscaping and irrigation (\$10,000) and Canyon Rim Trail Fencing (\$5,000).

Focus Area 7 – Responsible Community

Twin Falls has retained its human face as it has grown over time. New residents are welcomed and made to feel part of the community. A vital aging population is an active segment of the population. The community is actively engaged in the various public, private, civic, arts and religious institutions serving the area through volunteerism and involvement in neighborhood and local government activities.

Personnel – There are no new positions being recommended in this budget to help achieve the objectives within Focus Area 7.

Capital Projects – Municipal Powers Outsource Grant (\$84,000) and the Twin Falls Municipal City Band (\$21,161).

Focus Area 8 - Internal Organization

The City of Twin Falls strives to carry out its mission with integrity and the highest ethical standards. In its role as stewards of the community assets, it focuses on the proper use of available resources, continually assessing programs and processes to ensure maximum effectiveness. In pursuit of shared obligation for community livability, opportunities are made available to citizens for direct involvement in civic affairs and transparency in decision-making. In support of the desired effectiveness, the elected leadership works in close partnership with appointed professionals carrying out clear policy directives. A high level of competency is provided from a lean, properly compensated and respected core staff.

Personnel – There are no new positions being recommended in this budget to help achieve the objectives within Focus Area 8. However, this budget does include a 3% performance based compensation increase and a 0.5% salary table adjustment,

Capital Projects – University of Virginia LEAD Training (\$10,000) University of Virginia in Twin Falls (\$25,000) and the Biennial Citizen Survey (\$13,400).

How much more will City Services Cost?

In addition to understanding the levels of services and the amount of improvements programmed in the budget, it is also important that we recognize the impact this proposal has on our citizens and taxpaying shareholders.

The table below illustrates the impact the City Manager's Recommended Budget will have on the taxpayers residing or doing business in Twin Falls. For the average customer, the Recommended Budget has a total impact of \$0.44 per month or \$5.26 per year.

	FY 2015 Adopted Budget	FY 2016 Recommended Budget	Difference
Property Tax	Tax Rate of: \$7.66/\$1,000 tax value	Tax Rate of: \$7.85/\$1,000 tax value (Maximum)	
Median Valued Home (Owner Occupied). \$144,300 in FY 2015 \$144,000 in FY 2016	\$553.01 <i>annual</i>	\$564.98 <i>annual</i>	\$11.97 <i>annual</i>
Utility Bills			
Average Residential Customer Consumption of:			
Water - 18,000 gallons	\$38.01	\$38.01	\$0.00
Sewer - 8,000 gallons	\$24.74	\$24.74	\$0.00
Sanitation & Recycling	\$17.18	\$16.62	(\$0.56)
Monthly Total of Property tax and Utility Bills	\$126.01 <i>monthly</i>	\$126.45 <i>monthly</i>	\$0.44 <i>monthly</i>

Specifically, the Recommended Budget:

- The annual property tax on a median-value home in Twin Falls may increase to a maximum of \$11.98 annually or by about \$1.00 per month. This would equate to a 2.1% increase. However, it is important to note the total taxable value is subject to refinement by the Twin Falls County Assessor's Office and will not be available until after the FY 2016 Budget.
- The total monthly utility bill for the average resident in Twin Falls is expected to decrease. The Recommended Budget maintains the current water and sewer rates unchanged. The global sanitation rate will decrease for the City's residential customers by \$0.56 per month or \$6.72 annually.

Approval

There is no approval process.

Budget Impact:

There are no budgetary or financial impacts from the conversation.

Regulatory Impact:

There is no regulatory impact.

Attachments

1. Recommended Budget for FY 2015 can be found online.