



Twin Falls City Council Agenda

Monday, January 25, 2021, 5:00 PM

City Council Chambers
203 Main Avenue East- Twin Falls, Idaho

Members: Suzanne Hawkins, Craig Hawkins, Nikki Boyd, Shawn Barigar, Gregory Lanting, Christopher Reid, Ruth Pierce

- 1) CALL MEETING TO ORDER/CONFIRMATION OF QUORUM
- 2) PLEDGE OF ALLEGIANCE
- 3) PROCLAMATIONS: None
- 4) CONSENT CALENDAR
 - a) **ACTION ITEM:** Request to approve the Accounts Payable for January 14-20, 2021.
By: Amy Luna, Finance Administrative Assistant
 - b) **ACTION ITEM:** Request to approve the January 19, 2021, City Council Minutes.
By: Amy Luna, Finance Administrative Assistant
 - c) **ACTION ITEM:** Request to approve the 2021 Oktoberfest event.
By: Sergeant Ryan Howe, Twin Falls Police Department
 - d) **ACTION ITEM:** Request to hold the Trick or Treat on Main Street event.
By: Sergeant Ryan Howe, Police Department
 - e) **ACTION ITEM:** Request to approve the 7th Annual Cycle Magic Valley event.
By: Sergeant Ryan Howe, Twin Falls Police Department
 - f) **ACTION ITEM:** Request to hold the annual Canyon Rim Classic Soccer Tournament.
By: Sergeant Ryan Howe, Twin Falls Police Department
 - g) **ACTION ITEM:** Request to hold the Twin Falls Municipal Band Concerts.
By: Sergeant Ryan Howe, Police Department
- 5) ITEMS OF CONSIDERATION
 - a) **ACTION ITEM:** Request from the Historic Preservation Commission to amend Chapter 3.5 Signage in the Downtown/City Park Design Guidelines. (PZ20-0135)
By: Lisa Strickland, City Planner
 - b) **ACTION ITEM:** Request to award a bid to Western Construction for construction of an aircraft parking ramp at Joslin Field.
By: William Carberry, Airport Manager

- c) **ACTION ITEM:** Request to approve an engineering agreement with J-U-B Engineers for FAA AIP 48 - N.E. Development project, phase 4 taxi lane construction.
By: William Carberry, Airport Manager
- d) **ACTION ITEM:** Request to fund \$18,169 in safety related capital improvements at the Twin Falls Golf Club.
By: Mitch Humble, Deputy City Manager
- e) **ACTION ITEM:** A request to initiate the process to dispose of City owned property located in Rock Creek Canyon immediately west of Blue Lakes Boulevard South.
By: Mitch Humble, Deputy City Manager
- 6) GENERAL PUBLIC INPUT
- 7) ADVISORY BOARD REPORT/ANNOUNCEMENTS
- 8) PUBLIC HEARINGS: None
- 9) ADJOURNMENT
 - a) **ACTION ITEM:** ADJOURN TO EXECUTIVE SESSION §74-206 (1)(b) To consider the evaluation, dismissal or disciplining of, or to hear complaints or charges brought against, a public officer, employee, staff member or individual agent, or public school student **and** Executive Session §74-206(1)(c) To acquire an interest in real property which is not owned by a public agency.

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

Public Input Procedures

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

Public Hearing Procedures for Zoning Requests

1. Prior to opening the first Public Hearing of the session, the Mayor or Chairman shall review the public hearing procedures.
 2. Individuals wishing to testify or speak before the City Council or Planning & Zoning Commission shall wait to be recognized by the Mayor or Chairman, approach the microphone/podium, state their name, and then proceed with their comments. Following their statements, they shall write their name and address on the record sheet(s) provided by the staff. The staff shall make an audio recording of the Public Hearing.
 3. A City Staff Report shall summarize the application and history of the request.
 4. 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.
 5. 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 or Chairman.
 6. The City Council or Planning & Zoning Commission may ask questions of staff or the applicant pertaining to the request.
 7. The general public will then be given the opportunity to provide their testimony regarding the request. The Mayor or Chairman may limit public testimony to no less than two (2) minutes per person.
 - Individuals are not permitted to give their time to other speakers.
 - However, five (5) or more individuals that received written notice of the public hearing may appoint, 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 or Chairman. The spokesperson shall be limited to 15 minutes.
 - Written comments, including e-mail, received by 12:00 p.m. on the date of the hearing shall be either read into the record or displayed to the public on the overhead projector.
 8. Following the Public Testimony, the applicant is permitted five (5) minutes to respond to Public Testimony.
 9. Following the Public Testimony and Applicant's response, Council or Commission members, as recognized by the Mayor or Chairman, shall be allowed to question the Applicant, Staff or anyone who has testified. Responses shall be limited to answering the questions asked. The Mayor or Chairman may limit the time permitted for the answer.
 10. The Mayor or Chairman shall close the Public Hearing. The City Council or Planning & Zoning Commission 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 or Chairman.



Twin Falls City Council Minutes

Tuesday, January 19, 2021, 3:30 PM

City Council Chambers
203 Main Avenue East- Twin Falls, Idaho

****SPECIAL MEETING****

The Twin Falls City Council will meet at 3:30 P.M., for the purpose of :
Tour of City Property for Potential Future Park

5:00 P.M. - The regular meeting will follow.

1) CALL MEETING TO ORDER/CONFIRMATION OF QUORUM

Present: Mayor Suzanne Hawkins, Vice Mayor Ruth Pierce, Council Member Shawn Barigar (by phone), Craig Hawkins, Greg Lanting, Christopher Reid & Nikki Boyd.

Absent:

Staff Present: City Manager Travis Rothweiler, Deputy City Manager Mitch Humble, City Attorney Shayne Nope, Captain Matt Hicks, Public information Officer Josh Palmer, Help Desk Technician Kim Hafer, Finance Administrative Assistant Amy Luna.

Mayor Hawkins called the meeting to order at 3:30 PM. A quorum was present.

Mayor Hawkins recessed the meeting until 5:00 to go tour property that is owned by the City of Twin Falls. The meeting resumed at 5:01 PM.

2) PLEDGE OF ALLEGIANCE

Mayor Hawkins invited all present, who wished, to recite the Pledge of Allegiance to the Flag.

3) PROCLAMATIONS: None

4) CONSENT CALENDAR

MOTION: Council Member Reid moved to approve the Consent Calendar as presented. **Council Member Lanting** seconded the motion. Roll call vote showed all members present voted in favor of the motion. 7 to 0

- a) Request to approve January 11, 2021, City Council Minutes.
- b) Request to approve the Accounts Payable for January 7-13, 2021.
- c) Request to accept the Improvement Agreement for the purpose of developing the J&J Meadow Subdivision.
- d) Request for Approval of the Findings of Fact and Conclusions of Law for the Grandview Falls, LLC Zoning District Change and Zoning Map Amendment.

5) ITEMS OF CONSIDERATION

- a) **PRESENTATION/POSSIBLE ACTION:** Pastor Paul Thompson presentation to City Council on proclamation drafted by Idaho Right to Life, Sage Health Center, Students for Life, and Eastside Baptist Church.
Pastor Thompson presented a proclamation drafted by Idaho Right to Life, Sage Health Center, Students for Life, and Eastside Baptist Church.

Mayor Hawkins thanked Pastor Thompson for his presentation. Asked City Attorney Nope for instruction going forward.

Discussion ensued on the following:

Council Member Barigar: Asked for clarification of what is being asked of the Council. Is not in the current purview to support this currently.

Council Member Hawkins: Spoke about the request. Voiced his concerns with the request. Is not in the current purview to support this currently.

Council Member Boyd: Talked about the request. And is in favor of this and is willing to sign on a personal basis.

Council Member Reid: Discussed his view. And is in favor of this and is willing to sign on a personal basis.

Council Member Lanting: Voiced his concerns and opinion on the request. Will be voting against this request.

Vice Mayor Pierce: Is not in the current purview to support this currently. Would not like to move forward.

Mayor Hawkins: Spoke in favor of the request and is willing to sign on a personal basis.

Mayor Hawkins thanked Pastor Thompson for his presentation.

6) GENERAL PUBLIC INPUT

Citizen Leonard Denton: Spoke about becoming a Second Amendment Sanctuary City.

Mayor Hawkins asked the Council if they would like to see this on a future agenda.

Discussion as follows:

Council Member Barigar: Asked for clarification

Council Member Reid: Asked for clarification on the Council's process.

Mayor Hawkins: Explained some changes.

City Manager Rothweiler: Explained the changes further.

Vice Mayor Pierce: Voiced opinion that this should not be addressed by the City Council and should be done by the state.

Council Member Barigar: Concurred with Vice Mayor Pierce. Is not in support of moving this forward.

Council Member Lanting: Spoke against this request.

Council Member Hawkins: Spoke against this request.

Mayor Hawkins: Advised the citizen that the Council does not agree to move forward.

7) ADVISORY BOARD REPORT/ANNOUNCEMENTS

Council Member Reid spoke about the Library Advisory Board Meeting. The library is allowing citizens in by appointment only.

8) PUBLIC HEARINGS: None

9) ADJOURNMENT

- a) ADJOURN TO EXECUTIVE SESSION §74-206 (1)(b) To consider the evaluation, dismissal or disciplining of, or to hear complaints or charges brought against, a public officer, employee, staff member or individual agent, or public school student and Executive Session §74- 206(1)(c) To acquire an interest in real property which is not owned by a public agency. **MOTION: Council Member Boyd** moved to adjourn to Executive Session 74-206(1)(b) to consider the evaluation, dismissal, or disciplining of, or to hear complaints or charges brought against, a public officer, employee, staff member, or individual agent, or public school student and Executive Session 74-206(1)(c) to acquire an interest in real property which is not owned by a public agency. **Vice Mayor Pierce** seconded the motion. Roll call vote showed all members present voted in favor of the motion. 7 to 0.

The meeting adjourned at 05:54 PM



Date: Monday, July 25, 2021, Council Meeting
To: Honorable Mayor and City Council
From: Sergeant Ryan Howe, Twin Falls Police Department

Request:

Consideration of a request to approve the 2021 Oktoberfest event.

Time Estimate:

Staff requests that this item be placed on the Consent Calendar.

Background:

Cae Odell, on behalf of Go Out Local, has submitted a special event application requesting to hold the annual Oktoberfest event. The event is scheduled to take place from 4:00 p.m. to 10:00 p.m. on Friday, October 1, 2021 and from 11:00 a.m. to 10:00 p.m. on Saturday, October 2, 2021. This event will be held on Main Avenue between Gooding Street and Hansen Street.

Friday's event will consist of the street closure for vendors to set up and will allow for pedestrians to mingle in the area. Two stages will be set up for live bands; one near the Downtown Commons area and one in the 100 block of Main Avenue North near the Koto Brewing Company. Music will be played from 4:00 p.m. to 10:00 p.m. Security will be required from 5:00 p.m. to 10:00 p.m., or until the crowds disperse. Twin Falls City Police or Twin Falls County Sheriff's Department will be required as security at this event due to alcohol sales and consumption in the area. There will be four officers for the event. The event organizer will be required to pay for this security.

Saturday's event will consist of the street closure from 9:00 a.m. to 10:00 p.m. There will be vendors set up and children's activities will be available. Downtown merchants will be set up on the sidewalks. There will be a DJ playing music and various live bands from 11:00 p.m. to 10:00 p.m. Security will be required from 4:00 p.m. to 11:00 p.m. on Friday and 11:am to 11:00 p.m. on Saturday, or until the crowds disperse.

The event sponsors will provide all barricades for street closures and will be required to close and reopen the streets. Though the street will be closed, event organizers will not obstruct the street and to allow for emergency vehicles to pass freely if needed.

There will be alcohol served during this event. There will be two beer gardens set up in the venue: one near Koto Brewing Company and another near the Downtown Commons.

Downtown business owners have been notified and encouraged to participate in the event.

The event sponsors will be required to provide cleanup in all areas affected by the event, to include outlying areas surrounding the event location. There will be portable toilets and additional trash receptacles provided in different locations throughout the event area.

The required certificate of liability insurance with the City of Twin Falls as the certificate holder is required and has been secured by the organizers.

It should be noted Oktoberfest is an annual event and, in reviewing police records, there have been no calls for service at this event in prior years.

The organizer recognizes that this event is approved contingent upon current COVID 19 regulations and recommendations. The City of Twin Falls reserves the right to cancel or postpone this event for the safety of participants and the citizens of Twin Falls. If this event is approved, the organizer will take all required precautions to safeguard those attending the event and may be required to implement additional safety measures as deemed necessary by Twin Falls City Staff.

Approval Process:

Consent of the Council

Budget Impact:

This event will require security and the organizers will be required to pay for either Twin Falls Police Department or Twin Falls County to provide this security. Therefore, there will be no cost to the City of Twin Falls.

Regulatory Impact:

N/A

Conclusion:

Relevant City Staff members have approved the Special Events Application request. The Twin Falls Police Department Staff recommends that the on-duty Patrol Supervisor be given the authority to order the event organizers to mitigate the sound of amplified music. If there are continued noise complaints or disturbances by those participating in the event, and non-compliance, the on-duty Patrol Supervisor may terminate the event.

Based on this request, and the information provided, Staff recommends that this event be approved.

Attachments:

N/A



Date: Monday, January 25, 2021, Council Meeting
To: Honorable Mayor and City Council
From: Sergeant Ryan Howe, Twin Falls Police Department

Request:

Consideration of a request to hold the Trick or Treat on Main Street event.

Time Estimate:

Staff requests this item be placed on the consent calendar.

Background:

Susan Hall, representing multiple Main Ave merchants, has submitted a special event application requesting to hold the Trick or Treat on Main Ave event. This event is scheduled to take place on Main Ave from Gooding Street to Jerome Street on Saturday, October 30, 2021 from 2:00 p.m. until 4:00 p.m. This event will take place during daylight hours.

The Trick or Treat on Main Street is the annual, family friendly, trick or treat hosted by the downtown merchants on Main Ave. Merchants will distribute candy and other items to children from their storefronts. This event has traditionally attracted between 4,000 and 5,000 people.

The event organizers will be responsible for clean-up within the Main Ave area and other areas affected by the event.

To allow for safe crossing of Shoshone Street during the event, the organizers have arranged for volunteers to monitor the crosswalks located there.

The Twin Falls Police Department Staff and other relevant City Staff members have reviewed the application and recommend its approval.

The organizer recognizes that this event is approved contingent upon current COVID 19 regulations and recommendations. The City of Twin Falls reserves the right to cancel or postpone this event for the safety of participants and the citizens of Twin Falls. If this event is approved, the organizer will take all required precautions to safeguard those attending the event and may be required to implement additional safety measures as deemed necessary by Twin Falls City Staff.

Approval Process:

Consent of the Council

Budget Impact:

Twin Falls Police Department Staff does not feel there is a need for the Twin Falls Police Department to provide security therefore there is no budget impact. On duty Twin Falls Police Department officers will be assigned to monitor this event throughout its duration.

Regulatory Impact:

N/A

Conclusion:

Staff recommends that the City Council approve the Special Event Application submitted for the Trick or Treat on Main Street event based on the information provided.

Attachments:

N/A



Date: Monday, January 25, 2021, Council Meeting
To: Honorable Mayor and City Council
From: Sergeant Ryan Howe, Twin Falls Police Department

Request:

Consideration of a request to approve the 7th Annual Cycle Magic Valley event.

Time Estimate:

Staff requests this item be placed on the consent calendar.

Background:

Denise Alexander, on behalf of the Magic Valley Trail Enhancement Committee (MaVTEC), has submitted a special event application requesting to host the 7th Annual Cycle Magic Valley bicycle ride on May 22, 2021. There will be different lengths of rides during the event. All routes will start and end at Sunway Park at 2700 North College Drive West.

There will be a DJ and announcer at Sunway Park during the event. Volunteers will be on hand to help direct riders out of the city limits. The route(s) will take riders on Twin Falls County Roads. Organizers have contacted emergency services of effected surrounding jurisdictions.

A barbeque will be provided at the conclusion of the ride at Sunway Park. Proceeds raised by this event will benefit the Canyon Rim Trails via the Twin Falls Community Foundation.

Event organizers predict approximately 150 participants for this event. There will also be a number of volunteers assisting with the event.

The organizer recognizes that this event is approved contingent upon current COVID 19 regulations and recommendations. The City of Twin Falls reserves the right to cancel or postpone this event for the safety of participants and the citizens of Twin Falls. If this event is approved, the organizer will take all required precautions to safeguard those attending the event and may be required to implement additional safety measures as deemed necessary by Twin Falls City Staff.

Approval Process:

Consent by the City Council.

Budget Impact:

This event will not have any budget implications. Bicycle riders will be required to follow all applicable bicycle traffic laws.

Regulatory Impact:

N/A

Conclusion:

This Special Events Application has been approved by several relevant City Staff members and the Twin Falls Police Department Staff. It is recommended that this request be approved by the City Council as presented.

Attachments:

None



Date: Monday, January 25, 2021, Council Meeting
To: Honorable Mayor and City Council
From: Sergeant Ryan Howe, Twin Falls Police Department

ACTION ITEM

Request:

Consideration of a request to hold the annual Canyon Rim Classic Soccer Tournament.

Time Estimate:

Staff is requesting this item be placed on the consent calendar.

Background:

The annual Canyon Rim Classic Soccer Tournament is scheduled to be held May 1-2, 2021 at the Sunway Soccer Complex, Canyon Ridge High School and Robert Stuart Middle School. This soccer tournament is anticipated to bring approximately 120-150 soccer teams from the surrounding region to the City of Twin Falls.

The event will be headquartered at the Sunway Soccer Complex where there will be multiple food vendors and apparel vendors. Additionally, there will be special tents set up for medical treatment (provided by St. Luke's of Magic Valley) and also for volunteers and referees.

Event organizers have arranged for additional dumpsters, trash receptacles and portable toilets to be provided at all three locations. They have also arranged for the trash to be emptied throughout the event.

Attendees will be encouraged to carpool to the event as parking at the soccer complex may be limited. Arrangements have been made by the organizers to utilize the Xavier Charter School parking lot for overflow.

In previous years there have been significant traffic issues caused by the illegal parking of attendees. The event organizers have worked with city officials in an attempt to remedy these parking issues. As part of the event traffic plan, a Twin Falls Police Department Officer will be assigned to enforce parking laws, and if necessary, tow vehicles. The overtime expense for this officer is estimated at \$1450.00 and will be paid by the event organizers. It should be noted this plan was utilized during last year's event and it proved to be an effective deterrent to illegal parking.

There will be no alcohol or fireworks allowed at this event.

The organizer recognizes that this event is approved contingent upon current COVID 19 regulations and recommendations. The City of Twin Falls reserves the right to cancel or postpone this event for the safety of participants and the citizens of Twin Falls. If this event is approved, the organizer will take all required precautions to safeguard those attending the

event and may be required to implement additional safety measures as deemed necessary by Twin Falls City Staff.

Approval Process:

Consent of the Council

Budget Impact:

One Twin Falls Police Officer will work this event with the organizers paying for that expense. Therefore, there will be not budget impact the city.

Regulatory Impact:

N/A.

Conclusion:

Staff recommends that the City Council approve the Special Event Application submitted for the Canyon Rim Classic Soccer Tournament based on the information provided.

Attachments:

None



Date: Monday, January 25, 2021, Council Meeting

To: Honorable Mayor and City Council

From: Sergeant Ryan Howe, Twin Falls Police Department

Request:

Request to hold the Twin Falls Municipal Band Concerts.

Time Estimate:

Staff recommends this item be placed on the consent calendar.

Background:

Sandra Hacking, President of the Twin Falls Municipal Band, has submitted a special event application requesting to hold the Twin Falls Municipal Band Concerts. The Twin Falls Municipal Band traditionally holds ten (10) summer concerts in the band shell located at Twin Falls City Park. This year they are once again requesting to hold these concerts on Thursday evenings from 7:30 p.m. to 9:00 p.m. The concerts will run from June 3, 2020 through August 12, 2020.

There will be a concert on July 4, 2020 held on the campus of the College of Southern Idaho as part of the Independence Day celebration.

The projected attendance for the concerts is 400 people each night. This estimate is based on past year's attendance.

The organizer recognizes that this event is approved contingent upon current COVID 19 regulations and recommendations. The City of Twin Falls reserves the right to cancel or postpone this event for the safety of participants and the citizens of Twin Falls. If this event is approved, the organizer will take all required precautions to safeguard those attending the event and may be required to implement additional safety measures as deemed necessary by Twin Falls City Staff.

Approval Process:

Consent of the Council

Budget Impact:

Twin Falls Police Department Staff does not feel there is a need for the department to provide security. Therefore there is no budget impact.

Regulatory Impact:

N/A

Conclusion:

Twin Falls Police Department Staff and several relevant City Staff members have approved this application request. Staff recommends that the City Council approve the Special Event Application based on the information provided.

Attachments:

None



Date: Monday, January 25, 2021
To: Honorable Mayor and City Council
From: Lisa Strickland, City Planner

ACTION ITEM

Request:

Request from the Historic Preservation Commission to amend Chapter 3.5 Signage in the Downtown/City Park Design Guidelines. (PZ20-0135)

Time Estimate:

The presentation may take approximately 10 minutes with questions/comments to follow.

Background:

In 2017 the City Council approved the Downtown/City Park Historic District Guidelines. The guidelines are the basis for reviewing requests for Certificate of Appropriateness for projects that are proposed within the district. They assist the Commission in making a determination on whether a project is consistent with preserving the historical characteristics of the district and if the design, colors, and materials are durable, compatible, and appropriate.

Maintaining design regulations involves several steps development, adoption, and implementation. The process of implementation using the current guidelines has been a challenge with regards to signage. Without involvement by the current commission members in the development and adoption of these guidelines interpretation and understanding the intent has been a struggle. With signage being the most common type of request reviewed by the commission it has become clear that additional descriptions and clarification within this chapter would be helpful to the customer, staff and the commission.

The proposed amendment identifies the most predominate signs found within the Downtown/City Park Historic district and provides better detail for installation, design, and review for appropriateness.

Approval Process:

As the Historic Preservation Commission serves as an advisory to the Council, it is the responsibility of the Council to make final decisions with regards to amending the approved Downtown/City Park Historic District Guidelines used by the commission to carry out their duties and responsibilities.

Budget Impact:

n/a

Regulatory Impact:

n/a

History:

The Historic Preservation Commission has reviewed samples of Historic District Guidelines both locally and nationally. After several discussions, input, the commission picked some language they felt was appropriate to our district and created a list of amendments. These amendments were reviewed by the Commission and the final recommendations and changes were made. Staff has sent the proposed

changes to a local sign company that is familiar with the current guidelines and sought input. This sign company handles the majority of the sign requests that are presented to the Historic Preservation Commission and with their knowledge of the process and the sign industry the Commission has made these amendments with their support. On October 19, 2020 a final draft of the changes was presented to the Historic Preservation Commission and the commission voted unanimously to present the proposed changes to City Council for approval.

Analysis:

By making these proposed challenges it will provide clarity for the customer, staff and the commission; while making implementation easier for this commission and future commission members.

Conclusion:

Upon review of the changes the Historic Preservation Commission is requesting City Council approve the request as presented.

The Council is tasked with making a final decision on the proposed changes.

Attachments:

1. 10-19-20 HPC minutes
2. Current-Sign Guidelines 02-27-17
3. Proposed Amendments



Twin Falls Historic Preservation Commission Minutes

Monday, October 19, 2020, 3:00 PM

203 Main Avenue East
Twin Falls, ID 83301

COUNCIL CHAMBERS

Members: Samra Culum Chairperson, Allen Easterling, Doug Baughman, Jennifer Shaffer, Ben Woodbury, Lisa Maas

Council Liaison: Craig Hawkins

1) Confirmation of Quorum/Call Meeting to Order

Commissioner Baughman called the meeting to order at 3:00 pm.
A quorum was present.

Members Present: Baughman, Woodbury, Shaffer, Culum, Easterling

Staff Present: Strickland, Zollinger, Hart, Ebersole, Hafer

- a) Election of Vice Chairperson
Commissioner Easterling made a motion to nominate Commissioner Baughman as Vice Chairman.
Commissioner Woodbury seconded the motion.

Unanimously approved by a vote of 5-0

2) Consent Calendar

Commissioner Easterling made a motion to approve the consent calendar, as presented.
Commissioner Shaffer seconded the motion.

Unanimously approved by a vote of 5-0

- a) Approval of minutes from the following meeting: October 5, 2020

3) Certificate of Appropriateness

none

4) New Business

- a) Past Forward Online Historic Preservation Conference Oct 27-Oct 30, 2020

Staff Presentation:

City Planner Strickland presented the announcement for the online conference Past Forward Online Historic Preservation Conference Oct 27-Oct 30, 2020

The commission could use some of the approved funding from the CLG Grant to pay the registration fee.

Interested: Commissioners Shaffer, Woodbury, Culum, and Councilman Hawkins.

Action Item: City Planner Strickland to email interested members conference session topics.

5) Old Business

a) 2020-2021 FY CEG Grant Update

Staff Presentation:

City Planner Strickland shared on October 12, 2020 staff was notified that the commission has been awarded the grant in the amount of \$1375.00 and that the deadline to submit for reimbursement is May 14, 2021.

The next step in the process will be researching and developing the historic information we would like to have displayed on the sign, contacting the sign company for design and installation of the sign.

Action Item: Commissioner Woodbury to team with Chairperson Culum for sign development.

b) CLG Grant update

- Commissioner Baughman is meeting with videographer on Wednesday, October 21st at 2:00 pm.
- Chairperson Culum received input from the Twin Falls Library on some of the historic buildings and Commissioner Baughman was able to incorporate into the script.

c) Sign Design Guideline - final review

Staff Presentation:

City Planner Strickland created a final draft for sign design guidelines for the commission to review and approve.

She included a lighting sample in the manual as a guide for light temperature range. It was discussed that 1000 – 4000K range is the appropriate lighting range.

Projecting/Blade sign verbiage was combined.

Window signage was discussed and reviewed.

The spelling for Extira was corrected.

Neon lighting was addressed, and it was decided to leave the verbiage in the guidelines, with special consideration.

Motion:

Commissioner Easterling made a motion to approve the Sign Design Guidelines, with the addition of the light temperature guide, with the approved scale between 1000 – 4000K.

Commissioner Shaffer seconded the motion

Unanimously approved by a vote of 5-0

Next step: Take to City Council for approval.

6) Upcoming Meeting(s)

a) Monday, November 2, 2020

Update: Lobby Photo Display - prepped and ready for printer.

Action Item: Bring ideas for future displays to next meeting.

7) Adjournment

The meeting adjourned at 3:30 pm.

Kelli Ebersole

Kelli Ebersole, Administrative Assistant

3.5 Signage

POLICY

Signs should support the character of the district, helping support its particular identity. Signs should generally enhance the architectural features of the building and be of an appropriate pedestrian scale: flat or (minimally shaped), wall mounted or perpendicular from wall, enameled or painted.

IT IS GENERALLY APPROPRIATE TO:

- Locate signs such that they fit within the architectural features of a facade, such as the panel band above the transom windows, above entryways, awnings, or display windows; or project from these areas.
- Line up signs with other signs along the block.
- Scale and orient signs based on pedestrian traffic.
- Use painted/enameled metal or wooden signs.
- Paint signs or gold-leaf directly on windows.
- Preserve or lightly repaint faded or “ghost signs” on brick exteriors.
- Create one sign or aggregate multiple signs for multiple upper floor tenants.

IT IS GENERALLY NOT APPROPRIATE TO:

- Install electronic displays or reader boards.
- Install internally lit/backlit plastic signs
- Include illuminated signs with flashing, moving, or brightness changing elements.
- Use plastic on the exterior of a sign.
- Install free standing or roof mounted signs.



Appropriately aggregated multi-tenant sign.



Appropriate scale and location of pedestrian sign.



Appropriate painted transom window sign.



Inappropriate plastic, backlit sign.

IT IS GENERALLY APPROPRIATE TO:

- Locate signs such that they fit within the architectural features of a façade, such as the panel band above the transom windows, about entryways, awnings, display windows or projections from these areas.
- Line up signs with other signs along the block.
- Scale and orient signs based on pedestrian traffic.
- Use painted/enamel metal, wood, sign grade foam, Extruded or materials that are durable and do not have the appearance of plastic. Other materials may be considered with sufficient documentation of durability and appropriate use within the district.
- ~~Paint signs or gold-leaf directly on windows. (see window signs)~~
- ~~Preserve or lightly repaint faded or "ghost signs" on brick exteriors. (see wall signs)~~
- ~~Create one sign or aggregate multiple signs for multiple upper floor tenants.~~
- Create one collective sign, or grouped area, for multi-tenant signage.
- Limit the number of colors used on a sign, in general no more than three accent colors may be appropriate.
- Typefaces should be in keeping with those seen in the district.
- Material should be high quality, colorfast and sun fade resistant.
- Any two-sided signs should be designed to be back to back.
- Use of effective bird control products to prevent roosting and destroying signs is recommended.
- Special consideration for sign and font types can be given when proven to be historically correct for the period specific to the building.

IT IS GENERALLY NOT APPROPRIATE TO:

- Install electronic displays or reader boards.
- Install internally lit/backlit plastic signs
- Include illuminated signs with intermittent moving, flashing, rotating or brightness changing elements.
- Install free standing or roof mounted signs.
- Highly reflective materials shall not be used.
- Use of plastic or vinyl for exterior sign elements.
- Obscure the view of any windows, existing signs, and/or adjacent buildings to an unreasonable extent.
- Obstruct historic features of a building.

SIGN INSTALLATION

- Sign attachment anchor points and hardware should be reused in their original location to protect the original building material when feasible.
- Minimize the number of anchor points when feasible.
- When reuse of the existing anchor points is not feasible covering previous anchor points shall be done.
- New sign brackets/hardware should be designed with reuse in mind and should be decorative or complementary to the historic character of the building.
- Maintain, protect, and repair the features, material surfaces and details of historic signs.

SIGN TYPES

The following types of signs are predominantly found in these historic districts and would be considered the preferred types. However, this does not limit the ability for other signs to be reviewed and approved based on the general guidelines set forth.

AWNING SIGN

An "awning sign" is a sign which is applied to, attached, or painted on an awning or other roof like cover, intended for protection from the weather or as a decorative embellishment, projecting from a wall or roof of a structure over a window, walk, door, or the like.



- Lettering shall be centered on the awning with a typeface found within the district.
- Nylon, canvas or other similar materials are encouraged.

HANGING SIGNS

A hanging sign is a sign that hangs from the underside of a building projection and does not employ ground support in any manner.



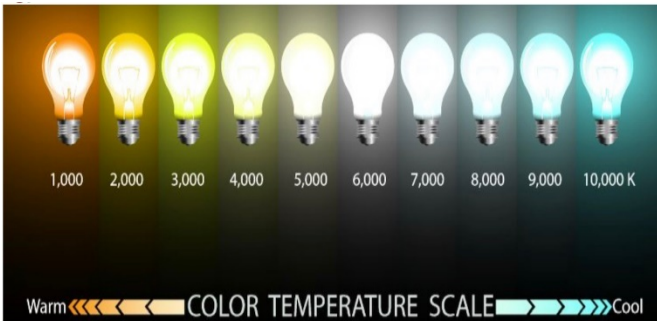
- Only one hanging sign allowed per tenant.
- A hanging sign should be mounted perpendicular to the building façade.
- A hanging sign shall be no more that 8 sq. ft. in size.

ILLUMINATED SIGNS

A sign which has characters, letters, figures, designs, or outlines illuminated by electric lights, luminous tubes, or other means as part of the sign itself.



- Signage with single tube neon or warm colored bulbs may be considered if proven to be historically correct for the period specific to the building.
- Lighting should be warm in nature and not more than 6000 K on the temperature scale.



PROJECTING SIGN

A sign attached to a building or other structure whose sign face is displayed perpendicular or at an angle to the building wall.



- Size and placement of projecting signs should not overwhelm the appearance of the building, or obscure key architectural features.
- Multi-tenant projecting signs should be installed in groups that are proportionate to the building.



WALL SIGNS

A sign installed parallel to and attached to or painted on the outside of a building.

- Preserve or lightly repaint faded or "ghost signs" on brick exteriors.
- Wall signs should project no more than six (6) inches from the main façade, excluding architectural details of the building.
- In general wall signs should be pedestrian oriented and fixed on a lower section of the building.



WINDOW SIGNS

A sign inside of or attached to the interior of a transparent glazed surface (window or door).



- Window sign materials should be made of materials easily removable such as paint, clings or vinyl and attached on the inside a window to minimize exposure to the elements and reducing maintenance issues.
- Window signs should not cover more than 75% of the window surface.
- Electronic signs located on the inside of the window that are designed to be visible from the right of way is discouraged within the district.



Date: Monday, January 25, 2021
To: Honorable Mayor and City Council
From: Bill Carberry, Airport Manager

Request: Consideration of a request to award a bid to Western Construction for construction of an aircraft parking ramp at Joslin Field.

Time Estimate: The staff presentation will take approximately 5 minutes with additional time needed for any questions.

Background: The Airport's strategic planning goals call for improving and maintain the airport with the FAA's capital improvement program. This is the third phase of construction in the N.E. Development area of the airport. This project will complement the taxi lane construction which is underway.

The project advertised for sealed bids with a bid opening on August 27, 2020, with 3 bids received.

	Location	Base Bid Schedule A	Contractor
Engineer's Estimate		\$1,368,770.00	
Western Construction, Inc.	Boise, ID	\$1,520,790.00	+9.9%
Idaho Materials & Construction, Inc.	Twin Falls, ID	\$1,580,317.50	+13.4%
Gale Lim Construction	Blackfoot, ID	\$2,150,892.50	+36.4%

JUB Engineers, our Airport Engineering firm, has recommended that the City and County award the bid to the low bidder Western Construction. (see in the attached letter)

Approval Process: A majority vote of the Council is need to approve the award of bid.

Budget Impact: The FAA has notified us that the grant for the construction and engineering for this project will be 100% federally funded by the FAA and not require the typical 6.25% local match.

Regulatory Impact: The pending contract with Western Construction will be subject to all FAA provisions in the grant agreement.

Conclusion: Staff recommends that the Council approve the request to award the bid and contract to Western Construction in the amount of \$1,520,790.00, contingent upon FAA approval and funding.

Attachments: JUB Recommendation of Award



January 13, 2021

Mr. Bill Carberry
Airport Manager
Joslin Field – Magic Valley Regional Airport
492 Airport Loop
P.O. Box 1907
Twin Falls, Idaho 83303

RE: Recommendation of Award – FAA AIP 3-16-0036-047-2020
FY 2020 Airport Improvements to Joslin Field – Magic Valley Regional Airport
Construct Cargo Apron

Dear Mr. Carberry:

Sealed bids for FY 2020 Airport Improvements to the Magic Valley Regional Airport were received and opened at 3:00 PM on August 27, 2020. The project consisted of three bid schedules. In accordance with paragraph 30.02 *Award of Contract, General Provision*, the base bid Schedule A is used to determine the lowest bidder. In conformance of FAA AIP Handbook-Order 5100.38D, below is a "Price Analysis" for the total bids received.

Price Analysis:

Three sealed bids were received and are summarized in the following table:

Contractor	Location	Base Bid Schedule A	% Within Estimate
Engineer's Estimate		\$1,368,770.00	
Western Construction, Inc.	Boise, ID	\$1,520,790.00	+9.9%
Idaho Materials & Construction, Inc.	Twin Falls, ID	\$1,580,317.50	+13.4%
Gale Lim Construction	Blackfoot, ID	\$2,150,892.50	+36.4%

The low bidder, Western Construction, submitted a bid that was 9.9% higher than the Engineer's Estimate. The average of the three bids was \$1,750,666.67, which is 21.8% more than the Engineer's Estimate. This difference in average bid is largely driven by the high bid, as shown in the table above. The unit prices for each bid item varied between bids as seen in the attached Bid Summary spreadsheet.

As noted in the Bid Summary spreadsheet, most of the variance in the bids occurred in Base Bid Schedule A. The difference in total prices for the two asphalt pavement items (P-401-8.1 and P-403-8.1) in this bid schedule accounted for more than the overall difference in bid totals for both the Western Construction bid (7.68% of total Engineer's Estimate) and the Idaho Materials and Construction bid (12.54% of total Engineer's Estimate). These higher unit prices are likely

driven by the uncertainty in liquid asphalt pricing and fuel costs for next year's construction season.

Enclosed is a copy of the bid package for your files. Based on several comparisons in the current market climate and the additional considerations listed above, J-U-B finds the apparent low bid submitted by Western Construction, Inc. to be competitive, fair and reasonable in accordance with FAA AIP Handbook-Order 5100.38D.

The bid submitted by Western Construction, Inc. was reviewed for bid submittal requirements. Western Construction is a licensed public works contractor in the State of Idaho and has a history of performing similar projects. Based on the bidding criteria, Western Construction's bid is considered responsive.

Western Construction is not a DBE contractor but they did list two certified DBE subcontractors, T.A Dibble Excavation, Inc. and REG Contracting, on their bid.

If you have any questions regarding the bid, bid results and subsequent award process, please call me at 208-733-2414.

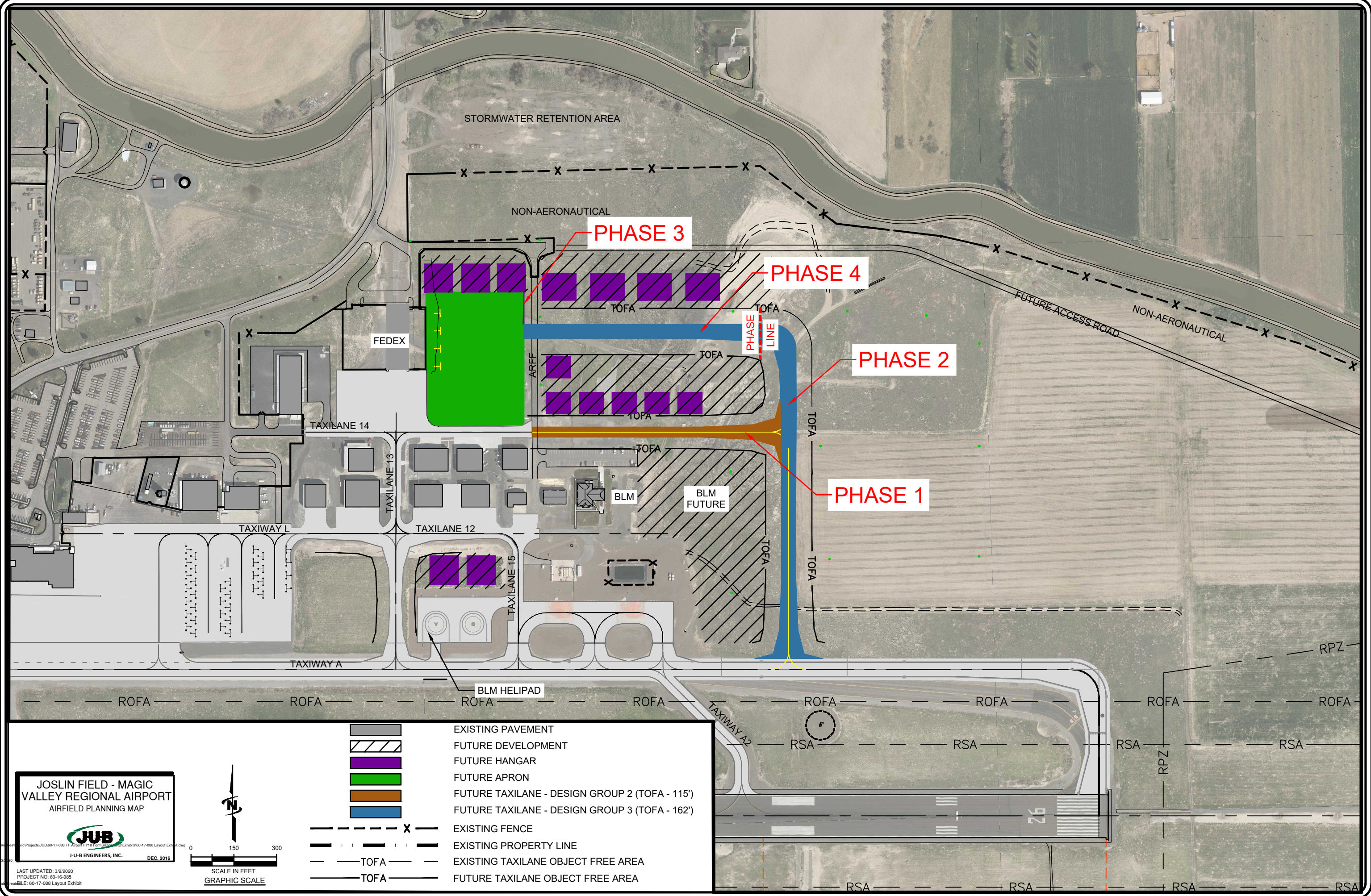
Sincerely,

J-U-B Engineers, Inc.

A handwritten signature in blue ink, appearing to read 'M. Kent Atkin', is written over the printed name.

M. Kent Atkin, P.E.
Project Manager

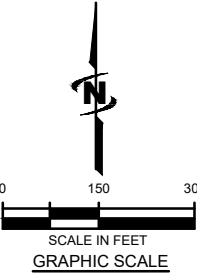
Enclosures



JOSLIN FIELD - MAGIC VALLEY REGIONAL AIRPORT
AIRFIELD PLANNING MAP


J-U-B ENGINEERS, INC.
DEC. 2016

LAST UPDATED: 3/9/2020
PROJECT NO: 60-16-085
FILE: 60-17-088 Layout Exhibit



- | | |
|---|--|
|  | EXISTING PAVEMENT |
|  | FUTURE DEVELOPMENT |
|  | FUTURE HANGAR |
|  | FUTURE APRON |
|  | FUTURE TAXILANE - DESIGN GROUP 2 (TOFA - 115') |
|  | FUTURE TAXILANE - DESIGN GROUP 3 (TOFA - 162') |
|  | EXISTING FENCE |
|  | EXISTING PROPERTY LINE |
|  | EXISTING TAXILANE OBJECT FREE AREA |
|  | FUTURE TAXILANE OBJECT FREE AREA |



Date: Monday, January 25, 2021
To: Honorable Mayor and City Council
From: Bill Carberry, Airport Manager

Request: Consideration of an agreement for engineering services with J-U-B Engineers for FAA AIP 48 - N.E. Development project, phase 4 taxi lane construction.

Time Estimate: The request will take approximately 5 minutes with additional time needed for questions and answers.

Background: The Airport's FAA Airport Improvement Program (AIP) capital construction program includes the construction of a new Phase 4 taxi lane to aid the airport with future development. It is anticipated that the project will be designed and bid this spring and constructed this season with construction costs estimated to range around \$1.5 million dollars.

The Airport requested a contract proposal for engineering services from J-U-B Engineers for the project. The enclosed contract is for all services (design, bidding, construction) related to the projects.

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

Budget Impact:

- The JUB Contract- The cost of the contract, inclusive of all areas of service for the projects, totals \$200,410.00. The independent fee estimate provided by Armstrong Engineering is \$206,200.00. The total fee for the projects provided by JUB is 2.80% lower than the independent fee estimate. The FAA generally considers fee proposals within 10% of each other as a reasonable comparison.

Table 1 - Final Cost Comparison Table

	J-U-B Engineers		Armstrong Consultants, Inc.		(%) change	
	Cost	Hours	Costs	Hours	Cost	Hours
Labor Cost & Expense (Design)	70,014.05	514	80,190.00	572	-12.69%	-10.14%
Labor Cost (Construction)	111,178.55	887	105,335.00	732	5.547%	21.17%
Expenses	6,289.85	N/A	5,671.00	N/A	10.91%	N/A
Subconsultants	12,927.00	N/A	15,000.00	N/A	-13.82%	N/A
Total	\$200,410.00	1,401	\$206,200.00	1,304	-2.80%	7.68%

- Local Match-Since this project is funded from 2020 appropriations, the CARES act has made this grant available at 100% with no local match required.

Regulatory Impact:

The FAA has reviewed the contract proposal and advise the Airport they have no objections and consider the fees fair and reasonable.

The Engineering contract with J-U-B will be subject to standard requirements and reviewed by the City Attorney.

Conclusion:

Through the strong collaboration between the FAA, the Airport, and our consulting firm JUB, we have positioned the community to keep on pace with the airport's capital needs.

Staff recommends that the City Council approve the agreement for engineering services with JUB Engineering for \$200,410.00, contingent upon FAA funding.

Attachments:

1. Project Diagram

AGREEMENT FOR PROFESSIONAL SERVICES (FAA FORMAT)
CONSTRUCT TAXIWAY N – PHASE 4, A.I.P. 3-16-0036-045-2021
MAGIC VALLEY REGIONAL AIRPORT, TWIN FALLS, IDAHO

THIS AGREEMENT is effective as of the _____ day of January 2021 by and between, City of Twin Falls and Twin Falls County hereinafter referred to as the CLIENT, and J-U-B ENGINEERS, Inc., 2114 Village Park Ave., Ste. 100 Twin Falls, Idaho, 83301, an Idaho Corporation, hereinafter referred to as J-U-B.

WHEREAS, the CLIENT intends to: Construct Taxiway N hereinafter referred to as the "Project". The services to be performed by J-U-B are hereinafter referred to as the "Services".

W I T N E S S E T H

Now, therefore, the CLIENT and J-U-B, in consideration of their mutual covenants herein, agree as set for below:

ARTICLE 1
J-U-B'S SERVICES

1.01 BASIC SERVICES

J-U-B will perform the Services described in **Attachment 1 - Scope of Services, Basis of Fee, and Schedule** in a manner consistent with the applicable standard of care. J-U-B's services shall be limited to those expressly set forth therein, and J-U-B shall have no other obligations, duties, or responsibilities for the Project except as provided in this Agreement.

1.02 SCHEDULE OF SERVICES TO BE PERFORMED

J-U-B will perform said Services in accordance with the schedule described in **Attachment 1 Scope of Services, Basis of Fee, and Schedule** in a manner consistent with the applicable standard of care. This schedule shall be equitably adjusted as the Project progresses, allowing for changes in scope, character or size of the Project as requested by the CLIENT or for delays or other causes beyond J-U-B's control.

1.03 ADDITIONAL SERVICES

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

- A. Provide other services not otherwise provided for in this Agreement, including services normally furnished by the CLIENT as described in Article 2, CLIENT'S RESPONSIBILITIES.
- B. Provide services as an expert witness for the CLIENT in connection with litigation or other proceedings involving the PROJECT.
- C. Assist or extend services as a result of strikes, walkouts, or other labor disputes, including acts relating to settlement of minority group problems.
- D. Mitigation work identified in the environmental review.
- E. Assist the CLIENT in resolving disputes over claims, bankruptcy, legal complaints or default of the Contractor.

ARTICLE 2 CLIENT'S RESPONSIBILITIES

2.01 CLIENT'S RESPONSIBILITIES

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

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

ARTICLE 3 J-U-B'S COMPENSATION

3.01 BASIC SERVICES COMPENSATION

J-U-B shall provide services in connection with the terms and conditions of this Agreement, and the CLIENT shall compensate J-U-B therefore as detailed in **Attachment 1 – Scope of Services, Basis of Fee and Schedule**.

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

3.02 ADDITIONAL COMPENSATION

In addition to any and all compensation hereinabove, the CLIENT shall compensate J-U-B for Additional Services, Section 1.03, under a written Authorization for Additional Services executed by both Parties that specifically describes the additional work and the cost associated therewith. These additional services are to be performed or furnished by J-U-B only upon receiving said written authorization from the CLIENT.

3.03 COMPENSATION ADJUSTMENT

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

3.04 ADDITIONAL CONDITIONS OF COMPENSATION

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

- A. J-U-B shall submit monthly statements for Services rendered and for expenses incurred, which statements are due on presentation. CLIENT shall make prompt monthly payments. If CLIENT fails to make any payment in full within thirty (30) days after receipt of J-U-B's statement, the amounts due J-U-B will accrue interest at the rate of 1% per month from said thirtieth day or at the maximum interest rate allowed by law, whichever is less.
- B. If the CLIENT fails to make monthly payments due J-U-B, J-U-B may, after giving ten (10) days written notice to the CLIENT, suspend services under this Agreement.
- C. When the CLIENT directs that competitive bids be taken for construction on alternate designs, where this involves the preparation of designs, plans, and specifications for alternate facilities, the compensation to J-U-B shall be an additional payment to be negotiated at the time the CLIENT directs that alternative designs, plans, and specifications be prepared, subject to FAA review and approval.
- D. No deductions shall be made from J-U-B's compensation on account of penalty, liquidated damages, or other sums that may be withheld from payments to Contractors.

ARTICLE 4 GENERAL PROVISIONS

4.01 OWNERSHIP OF DOCUMENTS

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

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

Any reuse without written consent by J-U-B, or without verification or adoption by J-U-B for the specific purpose intended by the reuse, will be at CLIENT's sole risk and without liability or legal exposure to J-U-B. The CLIENT shall release, defend, indemnify, and hold J-U-B harmless from any claims, damages, actions or causes of action, losses, and expenses, including reasonable attorneys' and expert fees, arising out of or resulting from such reuse.

Agreements for Professional Services are public records which are generally subject to statutory public disclosure and public website posting requirements, and such disclosure will not be considered "reuse without written consent by J-U-B".

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

4.02 DELEGATION OF DUTIES

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

4.03 GENERAL

- A. Should litigation occur between the two parties relating to the provisions of this Agreement, court costs and reasonable attorney fees incurred shall be borne by their own party.
- B. Neither party shall hold the other responsible for damage or delay in performance caused by acts of God, strikes, lockouts, accidents, or other events beyond the reasonable control of the other or the other's employees and agents.
- C. In the event any provisions of this AGREEMENT shall be held to be invalid and unenforceable, the remaining provisions shall be valid and binding upon the parties. One (1) or more waivers by either party or any provision, term, condition, or covenant shall not be construed by the other party as a waiver of subsequent breach of the same by the other party.
- D. J-U-B shall render its services under this AGREEMENT in accordance with generally accepted professional practices and Standard of Care. J-U-B makes no other warranty for the work provided under this AGREEMENT.
- E. CLIENT grants J-U-B and its subsidiaries the unrestricted right to take, use, and publish images, or edited images, of the project site and workers for J-U-B's purposes including, but not limited to, website, intranet, and marketing. This right shall survive the termination of this Agreement.
- F. Any opinion of the estimated construction cost prepared by J-U-B represents its judgment as a design professional and is supplied for the general guidance of the CLIENT. Since J-U-B has no control over the cost of labor and material, or over competitive bidding or market conditions, J-U-B does not guarantee the accuracy of such opinions as compared to Contractor bids or actual costs to the CLIENT.
- G. Any notice or other communications required or permitted by this contract or by law to be served on, given to, or delivered to either party hereto by the other party shall be in writing and shall be deemed duly served, given, or delivered when personally delivered to the party to whom it is addressed or, in lieu of such personal service, when deposited in the United States mail, certified mail, return receipt requested, addressed to the CLIENT at 492 Airport Loop, Twin Falls, ID 83301 and to J-U-B at 2114 Village Park Ave., Ste. 100, Twin Falls, Idaho, 83301. Either party, the CLIENT or J-U-B, may change his address for the purpose of this paragraph by giving written notice of such change to the other party in the manner provided in this paragraph.
- H. In soils investigation work and determining subsurface conditions for the PROJECT, the characteristics may vary greatly between successive test points and sample intervals. J-U-B will coordinate this work in accordance with generally accepted engineering practices and makes no

other warranties, expressed or implied, as to the professional advice furnished by others under the terms of this AGREEMENT.

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

4.04 MEDIATION BEFORE LITIGATION

Any and all disputes arising out of or related to the Agreement, except for the payment of J-U-B's fees, shall be submitted to nonbinding mediation before a mutually acceptable mediator as a condition precedent to litigation or other binding adjudicative procedure unless the parties mutually agree otherwise. The CLIENT further agrees to include a similar mediation provision in all agreements with independent contractors, consultants, subcontractors, subconsultants, suppliers and fabricators on the Project, thereby providing for mediation as the primary method for dispute resolution among all the parties involved in the Project. In the event the parties are unable to agree on a mediator, said mediator shall be appointed by a court of competent jurisdiction or, if not possible, the American Arbitration Association. If a dispute relates to, or is the subject of a lien arising out of J-U-B's Services, J-U-B or its subconsultants may proceed in accordance with applicable law to comply with the lien notice and filing deadlines prior to submission of the matter by mediation.

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

4.05 INSURANCE AND INDEMNITY

- A. J-U-B's Insurance. J-U-B agrees to procure and maintain, at its expense, Commercial General Liability insurance of \$1,000,000 combined single limit for personal injury and property damages, and Professional Liability Insurance of \$1,000,000 per claim for protection against claims arising out of the performance of services under this Contract caused by negligent acts, errors, or omissions for which J-U-B is legally liable, subject to and limited by the provisions in Subsection 4.05.D, "Allocation of Risks", if any. J-U-B shall deliver to the CLIENT, prior to execution of the AGREEMENT by the CLIENT and prior to commencing work, Certificates of Insurance, identified on their face as the Agreement Number to which applicable, as evidence that policies providing such coverage and limits of insurance are in full force and effect. J-U-B shall acquire and maintain statutory workmen's compensation coverage. Thirty (30) days advance notice will be given in writing to the CLIENT prior to the cancellation, termination, or alteration of said policies of Insurance.
- B. Indemnification by J-U-B. To the fullest extent permitted by law, J-U-B shall indemnify and hold harmless CLIENT, and CLIENT's officers, directors, partners, agents, consultants, and employees from and against any and all claims, costs, losses, and damages (including but not limited to all fees and charges of CLIENT, architects, attorneys, and other professionals, and all court, arbitration, or other dispute resolution costs) arising out of or relating to the PROJECT, provided that any such claim cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting there from, but only to the extent caused by any negligent act, error, or omission of J-U-B or J-U-B's officers, directors, partners, employees, or Consultants. The indemnification provision of the preceding sentence is subject to and limited by the provisions agreed to by CLIENT and J-U-B in Subsection 4.05.D, "Allocation of Risks," if any.
- C. Indemnification by CLIENT. To the fullest extent permitted by law, CLIENT shall indemnify and hold harmless J-U-B, J-U-B's officers, directors, partners, agents, employees, and Consultants from and against any and all claims costs, losses, and damages (including but not limited to all fees and charges of J-U-B, architects, attorneys, and other professionals, and all court, arbitration, or other dispute resolution costs) arising out of or relating to the PROJECT, provided that any such

claim cost, loss, or damage is attributable to bodily injury, sickness, disease, or death or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting there from, but only to the extent caused by any negligent act, error, or omission of CLIENT or CLIENT's officers, directors, or employees, retained by or under contract to the CLIENT with respect to this AGREEMENT or to the PROJECT.

- D. Allocation of Risks. The CLIENT and J-U-B have discussed the risks, rewards and benefits of the project and the design professional's total fee for services. The risks have been allocated such that the CLIENT agrees that, to the fullest extent permitted by law, J-U-B's total liability to the CLIENT for any and all injuries, claims, losses, expenses, damages or claims expenses arising out of this agreement from any cause or causes, shall not exceed the total amount of fees paid to J-U-B under this Agreement. Such causes include, but are not limited to J-U-B's negligence, errors, omission and strict liability. Neither CLIENT nor J-U-B shall be responsible for incidental, indirect or consequential damages.
- E. J-U-B reserves the right to obtain the services of other consulting engineers and consultants experienced in airport work to prepare and execute a portion of the work that relates to the PROJECT.
- F. Nothing contained in this agreement shall create a contractual relationship with or a cause of action in favor of a third party against J-U-B.

4.06 EXTENT OF AGREEMENT

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

4.07 CONSTRUCTION CONTRACTOR'S RESPONSIBILITY

Visits to the construction site and observations made by J-U-B's staff as part of their services shall not relieve the construction Contractor of his obligation to conduct comprehensive inspection of the work sufficient to ensure conformance with the intent of the Contract Documents, and shall not relieve the construction Contractor of his full responsibility for all construction means, methods, techniques, sequences and procedures necessary for coordination and completing all portions of the work under the construction contract and for all safety precautions related thereto. Language to this effect, shall be included in Construction Contract Documents. Such visits by J-U-B's staff are not to be construed as part of the observation duties of the on-site observation personnel defined in other parts of this Agreement.

4.08 FUNCTION OF ON-SITE OBSERVATION AND PERSONNEL

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

ARTICLE 5 FAA FEDERAL CLAUSES

5.01 SUCCESSORS AND ASSIGNMENTS

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

5.02 TERMINATION

A. TERMINATION FOR CONVENIENCE

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

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

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

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

B. TERMINATION FOR DEFAULT

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

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

- a) **Termination by CLIENT:** The CLIENT may terminate this Agreement in whole or in part, for the failure of J-U-B to:

- 1. Perform the services within the time specified in this contract or by CLIENT approved extension;
- 2. Make adequate progress so as to endanger satisfactory performance of the Project; or
- 3. Fulfill the obligations of the Agreement that are essential to the completion of the Project.

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

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

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

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

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

1. Defaults on its obligations under this Agreement;
2. Fails to make payment to J-U-B in accordance with the terms of this Agreement;
3. Suspends the Project for more than 120 days due to reasons beyond the control of J-U-B.

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

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

5.03 CERTIFICATIONS OF J-U-B AND CLIENT

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

5.04 TAX DELINQUENCY AND FELONY CONVICTIONS

J-U-B certifies, by submission of this proposal or acceptance of this contract, that it is not a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

J-U-B further represents that it is not a corporation that was convicted of a criminal violation under any Federal law within the preceding 24 months.

5.05 CIVIL RIGHTS GENERAL

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

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

5.06 CIVIL RIGHTS TITLE VI - NONDISCRIMINATION REQUIREMENTS

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

- A. Compliance with Regulations. J-U-B will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities as they may be amended from time to time (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
- B. Non-discrimination. J-U-B, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subconsultants, including procurements of materials and leases of equipment. J-U-B will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.
- C. Solicitations for Subcontracts, Including Procurements of Materials and Equipment. In all solicitations either by competitive bidding or negotiation made by J-U-B for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subconsultant or supplier will be notified by J-U-B of J-U-B's obligations under this contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.
- D. Information and Reports. J-U-B will provide all information and reports required by the Acts, the Regulations and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the CLIENT or the FAA to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities, and instructions. Where any information required of J-U-B is in the exclusive possession of another who fails or refuses to furnish this information, J-U-B will so certify to the CLIENT or the FAA, as appropriate, and will set forth what efforts it has made to obtain the information.
- E. Sanctions for Noncompliance. In the event of J-U-B's noncompliance with the non-discrimination provisions of this contract, the CLIENT will impose such contract sanctions as it or the FAA, may determine to be appropriate, including, but not limited to:
 1. withholding of payments to J-U-B under the contract until J-U-B complies, and/or
 2. cancellation, termination, or suspension of the contract, in whole or in part.
- F. Incorporation of Provisions. J-U-B will include the provisions of paragraphs A through E in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, Regulations and directives issued pursuant thereto. J-U-B will take such action with respect to any subcontract or procurement as the CLIENT or the FAA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if J-U-B becomes involved in, or is threatened with, litigation by a subconsultant or supplier as a result of such direction, J-U-B may request the CLIENT to enter into such litigation to protect the interests of the CLIENT. In addition, J-U-B may request the United States to enter into such litigation to protect the interests of the United States.

5.07 TITLE VI LIST OF PERTINENT NONDISCRIMINATION ACTS AND AUTHORITIES

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

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination In Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964);

- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration’s Nondiscrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

5.08 DISADVANTAGED BUSINESS ENTERPRISE (49 CFR Part 26)

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

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

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

5.10 EQUAL OPPORTUNITY CLAUSE

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

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

by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. J-U-B will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event J-U-B becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency J-U-B may request the United States to enter into such litigation to protect the interests of the United States.

5.11 ACCESS TO RECORDS AND REPORTS

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

5.12 TRADE RESTRICTION CERTIFICATION (49 CFR Part 30)

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

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

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

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

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

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

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

J-U-B agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in all lower tier subcontracts. J-U-B may rely on the certification of a

prospective subconsultant that it is not a firm from a foreign country included on the list of countries that discriminate against U.S. firms as published by U.S.T.R, unless J-U-B has knowledge that the certification is erroneous.

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

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

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

It further agrees by submitting this proposal that it will include this clause without modification in all lower tier transactions, solicitations, proposals, contracts, and subcontracts. For each lower tier subcontract that exceeds \$25,000 as a "covered transaction", J-U-B shall verify each lower tier participant of a "covered transaction" under the project is not presently debarred or otherwise disqualified from participation in this federally assisted project. J-U-B will accomplish this by:

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

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

5.14 OCCUPATIONAL HEALTH ACT OF 1970

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

5.15 FEDERAL FAIR LABOR STANDARDS ACT

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

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

5.16 VETERAN'S PREFERENCE

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

5.17 TEXTING WHILE DRIVING.

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

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

5.18 HUMAN TRAFFICKING

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

5.19 ENERGY CONSERVATION

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

5.20 PROHIBITION OF SEGREGATED FACILITIES

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

5.21 BREACH OF CONTRACT TERMS (49 CFR Part 18.36)

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

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

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

5.22 CLEAN AIR AND WATER POLLUTION CONTROL

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

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

5.23 CONTRACT WORKHOURS AND SAFETY STANDARDS ACT REQUIREMENTS

A. Overtime Requirements.

J-U-B or subcontractor/subconsultant contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic, including watchmen and guards, in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

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

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

C. Withholding for Unpaid Wages and Liquidated Damages.

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

D. Subconsultants.

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

5.24 AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY

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

Timetables

Goals for minority participation for each trade: 4.0%

Goals for female participation in each trade: 6.9%

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

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

3. J-U-B shall provide written notification to the Director of the Office of Federal Contract Compliance Programs (OFCCP) within 10 working days of award of any construction subcontract in excess of \$10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address, and telephone number of the subcontractor; employer identification number of the subcontractor; estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the subcontract is to be performed.
4. As used in this notice and in the contract resulting from this solicitation, the "covered area" is insert state, county, and city.

5.25 DAVIS BACON REQUIREMENTS

1. Minimum Wages

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

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

- (ii.) (A) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

- (1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and
- (2) The classification is utilized in the area by the construction industry; and
- (3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, D.C. 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

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

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

- (iii.) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.
- (iv.) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably

anticipated in providing bona fide fringe benefits under a plan or program, Provided, that the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

2. Withholding.

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

3. Payrolls and basic records.

- (i.) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual costs incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.
- (ii.) (A) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the Federal Aviation Administration if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant, sponsor, or CLIENT, as the case may be, for transmission to the Federal Aviation Administration. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the Federal Aviation Administration if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit them to the applicant, sponsor, or CLIENT, as the case may be, for transmission to the Federal Aviation Administration, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a

violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the sponsoring government agency (or the applicant, sponsor, or CLIENT).

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

- (1) That the payroll for the payroll period contains the information required to be provided under 29 CFR § 5.5(a)(3)(ii), the appropriate information is being maintained under 29 CFR § 5.5(a)(3)(i) and that such information is correct and complete;
- (2) That each laborer and mechanic (including each helper, apprentice and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations 29 CFR Part 3;
- (3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.

- (iii.) The contractor or subcontractor shall make the records required under paragraph (3)(i) of this section available for inspection, copying or transcription by authorized representatives of the sponsor, the Federal Aviation Administration or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the contractor, sponsor, applicant or CLIENT, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and Trainees.

- (i.) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State Apprenticeship Agency recognized by the Bureau, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's

registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Bureau of Apprenticeship and Training, or a State Apprenticeship Agency recognized by the Bureau, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

- (ii.) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate that is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.
- (iii.) Equal Employment Opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

5. Compliance with Copeland Act Requirements.

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

6. Subcontracts.

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

7. Contract Termination: Debarment.

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

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

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

9. Disputes Concerning Labor Standards.

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

10. Certification of Eligibility.

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

The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

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

CLIENT:

City of Twin Falls

ATTEST

BY: _____

Name: _____

Title: _____

Name: _____

Title: _____

Twin Falls County:

ATTEST

By: _____

Name: _____

Title: _____

Name: _____

Title: _____

J-U-B:

J-U-B ENGINEERS, Inc.

ATTEST

By: _____

Name: Toby Epler, PE

Title: Aviation Services Group Manager

Name: _____

Title: _____

*Applicable
Attachments
or Exhibit to
this
Agreement
are indicated
as marked*

- ☒ **Certification For Contracts Grants, Loans, and Cooperative Agreements**
- ☒ **J-U-B Debarment Lookup**
- ☒ **Attachment 1** – Scope of Services, Basis of Fee and Schedule
- ☒ **Attachment 1A** – Detailed Scope of Work
- ☒ **Attachment 1B** – Fee Breakdown
- ☐ **Attachment 2** – Special Provisions
- ☒ **Exhibit A** – Construction Phase Services
- ☐ _____

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

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

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

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

Signed: _____
Sponsor's Authorized Representative

Date: _____

Title: _____



A NEW WAY TO SIGN IN - If you already have a SAM account, use your **SAM email** for login.gov.

Log In

Login.gov FAQs

ALERT: SAM.gov will be down for scheduled maintenance Saturday, 01/16/2021 from 8:00 AM to 3:00 PM.

Entity Dashboard

Entity Overview

Entity Registration

Core Data

Assertions

Reps & Certs

POCs

Exclusions

Active Exclusions

Inactive Exclusions

Excluded Family Members

RETURN TO SEARCH

J-U-B ENGINEERS, INC.
DUNS: 078408341 CAGE Code: oKJYo
Status: Active
Expiration Date: 03/16/2021
Purpose of Registration: All Awards

250 S Beechwood Dr Ste 201
Boise, ID, 83709-0944 ,
UNITED STATES

Entity Overview

Entity Registration Summary

Name: J-U-B ENGINEERS, INC.
Doing Business As: J-U-B
Business Type: Business or Organization
Last Updated By: Wendy Givens
Registration Status: Active
Activation Date: 03/16/2020
Expiration Date: 03/16/2021

Exclusion Summary

Active Exclusion Records? No



IBM-P-20201105-1716
WWW8

- Search Records

Data Access

Check Status

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Help
- Disclaimers

Accessibility

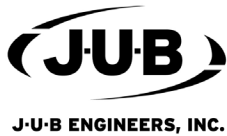
Privacy Policy
- FAPIS.gov

GSA.gov/IAE

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J-U-B ENGINEERS, Inc.
AGREEMENT FOR PROFESSIONAL SERVICES – (FAA FORMAT)

Attachment 1 – Scope of Services, Basis of Fee, and Schedule

PROJECT NAME: Construct Taxiway N – Station 10+50 to Station 21+25

AIRPORT NAME: Magic Valley Regional Airport

CLIENT: City of Twin Falls and Twin Falls County, Idaho

A.I.P. NUMBER: 3-16-0036-045-2021

J-U-B PROJECT NUMBER: 45-20-023

CLIENT PROJECT NUMBER: _____

ATTACHMENT TO:

- ☒ **AGREEMENT DATED:** _____; or
☐ **AUTHORIZATION FOR ADDITIONAL SERVICES # ; DATED:** _____

The referenced Agreement for Professional Services executed between J-U-B ENGINEERS, Inc. (J-U-B) and the CLIENT is amended and supplemented to include the following provisions regarding the Scope of Services, Basis of Fee, and/or Schedule:

PART 1 - PROJECT UNDERSTANDING

FAA AIP 3-16-0036-045-2021 includes the Project Formulation, Design, Bidding, Construction and Project Closeout Engineering Services for the following work:

- Phase 4 of Taxiway N Construction.

A detailed Scope of Services is provided in Attachment 1A – Detailed Scope of Work.

PART 2 - BASIS OF FEE

A. CLIENT shall pay J-U-B for the identified Services in PART 1 as follows:

1. **Project Formulation, Preliminary and Final Design Phase.** The CLIENT shall compensate J-U-B on the basis of a lump sum amount of Seventy Thousand, Fourteen Dollars and Five Cents (\$70,014.05)]. See Attachment 1B for a detailed cost breakdown.
2. **Bidding and Construction Phase**
 - a. The CLIENT shall compensate J-U-B for the Bidding, Construction and Closeout, on a Cost-Plus-Fixed-Fee basis. The CLIENT shall reimburse J-U-B for the following items:
 - i. **Payroll Cost:** Actual salaries paid J-U-B's employees, without markup, for the time such employees are directly used on work necessary to fulfill the terms of this AGREEMENT. At the request of the CLIENT, a list of names of personnel actually working on this project and their salaries shall be submitted prior to the start of work on the project and shall be updated as needed to reflect any reasonable salary increases, promotions and other payroll adjustments during the course of this work.
 - ii. **Payroll Additives:** Additives representing the employee benefits based on payroll cost shall be computed as a percentage of the payroll cost above. For the purposes of this AGREEMENT, that additive shall be 61.01 percent of the payroll cost based on existing audits, cost data, and other information mutually agreed to by both parties. This factor is subject to adjustment by the parties based on audits occurring during the life of this AGREEMENT. Independently prepared cost data shall be submitted, at the request of the CLIENT, at intervals not less than every 18 months to support the payroll additives for this AGREEMENT.

- iii. **General and Administrative Overhead Cost:** These overhead costs shall be in accordance with Federal requirements contained in the 41 CFR 1-15. These costs shall be computed at 105.92 percent of the payroll costs above. This percentage may be adjusted by the parties based on audits occurring during the life of this AGREEMENT. Independently prepared cost data shall be submitted, at the request of the CLIENT, at intervals not less than every 18 months to support the General and Administrative Overhead for this AGREEMENT.
 - iv. **Direct Cost and Out-of-Pocket Cost:** These costs shall be directly related to this project and determined in accordance with Federal requirements contained in 41 CFR 1-15.
 - v. **Fixed Fee:** The Fixed Fee for performance completed under this task shall Fourteen Thousand, Five Hundred One Dollars and Fifty-five Cents (\$14,501.55). Should there be a change in the scope of work under this AGREEMENT; the fixed fee shall be negotiated with an appropriate adjustment for change in the scope of work. Additional fixed fees, as approved as a portion of Supplemental Engineering Agreements, shall be in addition to the above agreed upon amount. FAA participation in those costs is conditioned on their approval of the increased costs.
- b. Total estimate for Bidding, Construction and Closeout Phases, including fixed fee, for the work under this AGREEMENT shall not exceed One Hundred Thirty Thousand, Three Hundred Ninety-Five Dollars and Forty Cents (\$130,395.40). This maximum amount is subject to adjustment in the event of any approved increases in scope of service as approved by the CLIENT and the FAA and documented by approved Authorization for Additional Services.
3. Total Project Fees. Total fees as outlined above are Two Hundred Thousand, Four Hundred Nine Dollars and Forty-Five Cents (\$200,409.45) See Attachment 1B for a detailed fee breakdown.

PART 3 - SCHEDULE OF SERVICES

J-U-B will perform all services according to the following schedule:

Design Phase expected to be completed by 2/2021

Construction Phase to be completed by 12/2023

This Agreement shall be in effect from January 25, 2021 to December 31, 2023. In the event the services described shall not be completed during the term of this Agreement, the Agreement shall be amended.

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

NOTE on Coronavirus and Schedule: *J-U-B is committed to meeting your project schedule commitments as delineated above. As our response to the COVID-19 pandemic, J-U-B is engaging in safety procedures to help protect our clients, staff, their families, and the public. Our staff or offices may be subject to quarantine or other interruptions. Since COVID-19 impacts are beyond J-U-B's control, we are not responsible for the force majeure impacts to delivery timelines, or subsequent project delays and related claims, costs, or damages. Should circumstances related to the COVID-19 issue arise with J-U-B staff or in a J-U-B office that will impact our delivery schedule, we will notify you of the circumstances and mutually agree to a schedule adjustment*

Exhibit(s):

- Attachment 1A - Detailed Scope of Work
- Attachment 1B Fee Breakdown
- Standard Exhibit A: Construction Phase Services

For internal J-U-B use only:

PROJECT LOCATION (STATE): Idaho

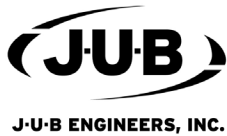
TYPE OF WORK: Federal

R&D: No

GROUP: Airport

PROJECT DESCRIPTION(S):

- A. Airport (A05)
- B. Choose an item.



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

Attachment 1A – Detailed Scope of Work

PROJECT NAME: Construct Taxiway N – Station 10+50 to Station 21+25

AIRPORT NAME: Magic Valley Regional Airport

CLIENT: City of Twin Falls and Twin Falls County, Idaho

A.I.P. NUMBER: 3-16-0036-045-2021

J-U-B PROJECT NUMBER: 45-20-023

CLIENT PROJECT NUMBER:

ATTACHMENT TO:

☒ **AGREEMENT DATED:**

☐ **AUTHORIZATION FOR ADDITIONAL SERVICES #X; DATED:**

The referenced Agreement for Professional Services executed between J-U-B ENGINEERS, Inc. (J-U-B) and the CLIENT is amended and supplemented to include the following provisions regarding the Scope of Services, Basis of Fee, and/or Schedule:

PART 1 - PROJECT UNDERSTANDING

FAA AIP 3-16-0036-045-2021 included the Project Formulation, Design, Bidding, Construction and Project Closeout Engineering Services for the following Items:

- Complete fine grading of Taxiway N from Station 10+50 to Station 21+25
- Place and Compact Subbase and Base Course and Install Edge Drains for Taxiway N Station 10+50 to Station 21+25.
- Pave and Mark Taxiway N – Station 10+50 to Station 21+25
- Install Taxiway Retroreflector Markers for Taxiway N – Station 10+50 to Station 21+25
- Adjust Existing Electronic Gate to proposed grade

PART 2 - SCOPE OF SERVICES BY J-U-B

J-U-B's Services under this Agreement are limited to the following tasks. Any other items necessary to plan and implement the project, including but not limited to those specifically listed in PART 3, are the responsibility of CLIENT.

A. Task 001: Project Formulation Phase

1. Conduct a Pre-Design meeting with CLIENT and FAA at the Airport. The meeting will be held to determine the issues that will need to be addressed during the project design prior to the bidding process. The FAA Predesign Conference Checklist will be the guide for project discussions. Minutes of the Predesign meeting will be compiled and forwarded to the FAA and CLIENT.
2. Assist the CLIENT with Project Scope development and formulation. J-U-B will prepare a Scope of Services narrative and detailed description of all work tasks for CLIENT and FAA review and approval. Discuss review comments and revise accordingly.
3. Prepare a listing of work tasks in a spreadsheet with person-hours, hourly rates, expenses, and costs based on the Scope of Services. This spreadsheet will be used for both J-U-B and the Independent Fee estimate. J-U-B shall prepare a detailed cost proposal on the spreadsheet, based on estimates of work to accomplish the Scope of Services.

4. Provide the CLIENT and the Independent Fee Estimator (IFE) with a blank person-hour spreadsheet, Scope of Services, Project Layout Map, and overall project estimate.
5. Prepare an Agreement for Professional Services for submittal and review by the CLIENT and FAA, including the FAA Professional Service Agreement Checklist. The Agreement shall be comprehensive in description of services and responsibilities of all contract parties.
6. Assist CLIENT with preparation and submittal of a FAA Grant Application for Federal Assistance for the project, including estimated project costs, drawings, and a schedule for FAA submittal prior to beginning of the project.
7. Assist CLIENT in the submittal of FAA Sponsor Certifications. These include the "Selection of Consultants", "Project Plans and Specifications", "Drug Free Workplace", "Equipment/Construction Contracts", "Disclosure Regarding Potential Conflicts" and "Construction Project Final Acceptance".
8. Provide the following services related to Federal Disadvantaged Business Enterprise requirements (DBE).
 - a. Analyze opportunities for Disadvantaged Business Enterprise (DBE) participation during construction and assist CLIENT in preparing a three-year goal for 2022-2024 for the ACIP projects.
 - b. Coordinate a DBE conference call by contacting various Chambers of Commerce asking them to advertise that there will be a conference call for anyone interested in the DBE goal setting methodology for this project. Contact specific DBE's in area that could be interested in bidding the project. The conference call would be a 2-hour window, monitored via speakerphone and respond if anyone does call in.
 - c. Coordinate CLIENT DBE Goal Advertisements for the new 2022-2024 three-year goal on the CLIENT's website for a minimum of 30 days.
 - d. Finalize and submit new 2022-2024 three-year goal to FAA Civil Rights office, notify FAA ADO in writing once goal has been submitted.
 - e. Update sponsor's DBE Program Plan and submit to FAA Civil Rights for review and approval.
9. Prepare and submit four (4) FAA Quarterly Performance Reports and two (2) Fiscal Year End Financial FAA 271 and 425 forms throughout the project.
10. Attend four (4) meetings with the Airport Advisory Board and/or City Council during the project in order to keep Airport personnel and management abreast of the progress of the projects. Discussions will include project phasing, budget and schedule updates.
11. Assist CLIENT in preparation and processing of monthly Request for Reimbursement (RFR) by submitting data as described. It is anticipated that the CLIENT will prepare and process four (4) monthly sets of RFR 'packages' for this project. J-U-B will provide documentation of costs for the CLIENT's use in performing the Request for Reimbursements including consultant invoices, reimbursement spreadsheet and Standard Form 271.

B. Task 002: Preliminary Design Phase

1. Investigate the proposed job site at the Airport. Allow civil design personnel to become familiar with the proposed job site. Take photographs, perform a visual survey of the pavement areas, and otherwise document findings of visit. *This Item should be reduced 50% from normal hours and costs due to previously performed preliminary engineering.*
2. Provide or obtain field surveys, which include detailed topographic and cross section information of improvement areas for design purposes. Coordinate with surveyors to verify that design survey is performed as required. This will include one (1) on-site meeting with surveyors to review project location and safety. The general scope of the survey work will include the following:

The primary area to be surveyed is Taxiway N Station 10+00 to Station 21+50. The survey will be taken along these stations from 59 feet left of centerline to 59 feet right of centerline. The surfaces

within this area shall be section surveyed on 50-ft stations. All topographical features within all of these areas shall be surveyed including but not limited to: grade breaks, pavement markings, tie-downs, building corners, fence, drainage structures (invert elevations, pipes sizes, & rim elevations), pavement markings, utility markers, edge of pavements, and lighting and electrical components. The total of all areas are approximately 15,100 square yards.

Existing control monuments shall be used for the survey control and will need to be tied together to check for accuracy. The survey will have to be coordinated with the Airport Manager for airport access and optimum time to minimize disruption to air traffic. The airfield pavements and runway will be open to aircraft, surveyors will have to monitor the local frequency and move out of safety areas for aircraft. The survey shall be conducted in accordance to FAA AC 150/5370-2G safety guidelines. Vertical datum should be in accordance to NAVD 88, and horizontal datum should be in accordance to NAD 83. Vertical tolerances shall be +0.02-feet for paved surfaces and +0.05-feet for unpaved surfaces. Horizontal tolerances shall be +0.03-feet.

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

3. Address grade modifications around existing electronic access gate location and determine best alternatives for adjustment.
4. Address subsurface drainage requirements for the taxiway and determine appropriate methods for compliance with the FAA Northwest Mountain Region policy on subsurface pavement drainage and edge underdrains. Location of underdrain outlets will be a significant portion of this study. *This Item should be reduced 25% from normal hours and costs due to previously performed preliminary engineering.*
5. Assemble base data and base maps for the project work area from the design survey, previous projects undertaken, and available aerial data. *This Item should be reduced 25% from normal hours and costs due to previously performed preliminary engineering.*
6. Prepare preliminary Design Plans (75% complete) for review and discussion with the CLIENT and FAA. *Sheets 5, 6, and 7 will be reduced 25% from normal hours and costs due to previously performed preliminary engineering. Sheet 10 will be reduced 75% from normal hours and costs due to previously performed preliminary engineering.* It is anticipated that the project design will require twelve (12) plan sheets including:
 - Sheet 1 – Cover
 - Sheet 2 – Construction Layout Plan
 - Sheet 3 – Operation & Safety Plan-
 - Sheet 4 – Demolition Plan Taxiway N Station 10+00 to 21+50
 - Sheet 5 – Grading & Drainage Plan - Taxiway N Station 10+00 to 21+50
 - Sheet 6 – Plan & Profile Taxiway N Station 10+00 to 18+50
 - Sheet 7 – Plan & Profile Taxiway N Station 18+50 to 21+50
 - Sheet 8 – Pavement Marking Plan/Reflectors
 - Sheet 9 – Pavement Marking Details
 - Sheet 10 – Typical Sections
 - Sheet 11 – Civil Details
 - Sheet 12 – Electrical Gate Modifications
7. Prepare preliminary Bidding and Construction Contract Documents and Technical Specifications (75% complete) based on latest version of FAA AC 150/5370-10 “Standards for Specifying Construction on Airports” including the current Regional Notice published by the FAA Airports Districts Office.
8. Prepare a preliminary Engineer’s Opinion of Probable Construction Cost Estimate based on construction cost estimates, phasing into workable portions for constructability, budget, and construction schedule and advise the CLIENT as to budget status.

9. Prepare a preliminary Construction Safety and Phasing Plan according to AC 150/5370-2G for evaluation by the CLIENT, Airport, FBO, airport users and agencies. An electronic copy will be submitted to the FAA Airport District Office for coordination, review, and approval with other FAA lines of business using the airspace process.
10. Prepare the preliminary Engineer's Design Report in conformance with FAA guidelines. The report shall include a Summary of the Project and its specific design issues, Project Schedule, reference to the Construction Safety and Phasing Plan, Modification of Standards, Design Analysis, Pavement Analysis, Geotechnical Investigation Report, and Construction Cost Estimate and Schedule.
11. Conduct in-house quality control/quality assurance review of preliminary design documents.
12. Submit preliminary documents to FAA (1 copy) and CLIENT (2 copies) for review and approval.
13. Participate in a preliminary design review meeting with the CLIENT. Anticipate one (1) review meeting with the CLIENT at the Airport, attendance by the Project Manager and Airport Engineer. Review design philosophy, preliminary design drawings, design analysis and project schedules with the CLIENT.
14. Prepare and submit one (1) FAA Form 7460 to airspace the project construction equipment.

C. Task 003: Final Design Phase

1. Finalize Bidding and Construction Contract Documents and Technical Specifications based on Peer, CLIENT, and FAA Reviews.
2. Finalize Design Plans based on Peer, CLIENT, and FAA Reviews.
3. Prepare final Construction Safety and Phasing Plan to accommodate varying work components that need to meet prescribed schedules.
4. Complete final quantity calculations and prepare Final Engineer's Opinion of Probable Construction Cost Estimate.
5. Prepare final Engineer's Design Report based on Peer, CLIENT, and FAA Reviews.
6. Submit final documents to FAA (1 copy) and CLIENT (2 copies) for approval. Request concurrence from the FAA for Design.

D. Task 004: Bidding Phase

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

analysis in accordance with FAA Order 5100.38D-Appendix U to CLIENT. Advise the CLIENT of possible action in cases where bids exceed budget for the work to be performed by the Contractor.

E. Subtask 005: Construction Phase

1. Prepare and distribute Notice of Award, Construction Agreement and other contract documents. Review Construction Agreement, bonds and insurance documents submitted by Contractor, and assist CLIENT and Contractor in processing documents for the project.
2. Coordinate with FAA and the CLIENT throughout the award process. Submit bid documentation including copies of all executed contract documents as required by the FAA.
3. Provide pre-construction coordination; prepare a detailed Pre-Construction Conference agenda and displays; conduct a Pre-Construction Conference on behalf of the CLIENT and prepare and issue minutes of the Pre-Construction Conference; include FAA items in conference agenda. It is anticipated that J-U-B will conduct this meeting at the Airport.
4. Review the Contractor's Work Schedule and verify that it is consistent with the requirements of the Contract Documents. Coordinate construction activity schedule with CLIENT and Airport operations.
5. Review submitted shop drawings, Contractor Safety and Security Plan, Quality Control Plan and all submittals required by the Contract Documents. Comment and return all submittals to Contractor for their use and/or revisions and resubmittal.
6. Construction staking shall be provided by the contractor as part of the construction contract. J-U-B will provide benchmarks and horizontal control points for the contractor's use. Prior to start of construction, J-U-B survey crew will provide survey check to confirm control still has not be altered prior. J-U-B survey crew will provide Quality Assurance survey checks with 1 hour of PLS and 4 hours of crew per week of construction.
7. Prepare a Construction Management Plan in accordance with FAA guidelines. Incorporate Contractor's Quality Control Plan information into the plan. Submit document to the FAA and CLIENT for review.
8. Organize and conduct weekly construction meetings with CLIENT, Contractor and others as appropriate. The Resident Project Representative will hold these meetings on the construction site.
9. Provide one full-time project representative to monitor and document construction activities as appropriate. It is anticipated that J-U-B will provide a Resident Project Representative for a period of 30 working days at 10 hours per day. A second Resident Project Representative will be provided during asphalt paving estimated at 4 working days at 12 hours per day to handle additional paving tasks. In addition, the Project Manager will visit the site once a week (6 visits) for 4 hours each visit to provide construction review.
10. Since the paving project is over \$500,000, conduct Quality Control (QC)/Quality Assurance (QA) workshop with the Engineer, Contractor, subcontractors, testing laboratories, and Owner's representative at start of construction. The workshop shall address QC and QA requirements of the project specifications.
11. Provide office administration support and assistance to the Resident Project Representative with the Project Manager or Office Administration as field activities may require.
12. J-U-B shall receive and review the Contractor's monthly requests for payment. J-U-B shall determine whether the amount requested reflects the progress of the Contractor's work and is in accordance with the contract for construction.
13. Monitor and coordinate Contractor Quality Control Testing Program pursuant to current FAA specifications for Quality Control and Quality Assurance. It is anticipated that J-U-B will monitor and test for Quality Assurance testing on asphalt placement only, through the use of a subconsultant. Fees for the Geotechnical Testing Firm Subconsultant shall be reflected in the "Subconsultant" line in Attachment 1B.

14. Assist CLIENT with review of Contractor Wage and EEO documentation review. Conduct Wage interviews with Contractor personnel as required.
15. Coordinate with CLIENT and FAA throughout the construction process. Submit required construction documentation, including weekly activity report forms, mix designs, change orders, etc. Coordinate with CLIENT and FAA verbally concerning change orders, as required.
16. Prepare Contract Change Order/Supplemental Agreements in accordance with FAA Order 5100.38D-Appendix U. Conduct services associated with evaluation, negotiation, and preparation and processing of Contract Change Orders or Supplemental Agreements. Cost estimate is based on the production of two Change Orders.
17. Conduct final and substantial completion inspections. The taxiway paving project will be constructed in one phase. One substantial completion and one final completion will take place during the project. Produce substantial and final completion inspection certificates and field review and documentation of "punch list" items.
18. Conduct as-built AGIS survey of a newly constructed Taxiway. Survey acquisition will be performed for this project in accordance with AC 150/5300-16B and 18B. Tasks for this element are based on the Table 2.1 column Construction - Landside from AC 150/5300-18B. The Airport will provide site information and access to the site. All survey data shall be tied to the National Spatial Reference System (NSRS) through the National Geodetic Survey (NGS) Online Positioning User System (OPUS) and projected to the 2011 adjustment of the North American Datum of 1983 (NAD 1983(2011) Idaho State Plane System, Central Zone (1102) and the North American Vertical Datum of 1988 (NAVD 1988) vertical datum. Survey notes and records will be prepared in accordance with industry standards of practice. J-U-B will coordinate with the airport and abide by appropriate procedures to gain access to privately owned lands. The general scope of the AGIS work will include the following:
 - a. J-U-B will assist the airport sponsor in establishing a new airport survey project on the Airport Data Information Portal (ADIP) website.
 - b. J-U-B will prepare and submit a Statement of Work (SOW) for the survey project to the ADIP website prior to commencement of fieldwork.
 - c. J-U-B will meet with field crews, engineers, and airport staff to conduct airport interviews and prepare documentation of survey conditions and procedures in accordance with AC 150/5300-18B.
 - d. The Airport has an existing PAC geodetic control point but not a SAC geodetic control point. J-U-B will establish temporary geodetic control points according to guidelines established in AC 150/5300 16B. Establish a tie to the NSRS by establishing temporary geodetic points in accordance with AC 150/5300-18B section 2.6.10.1.1.
 - e. J-U-B will survey, validate and document the position and elevation of the newly constructed taxiway.
 - f. J-U-B will document features requiring appropriate photos and preparing required sketches. Processing collected data and preparing for upload to AGIS website.
 - g. J-U-B will process all surveyed and mapped features to be delivered in the Airport GIS geodatabase schema and then upload survey data to the ADIP website to include the following newly constructed features:
 - i. Edge of pavement surfaces
 - ii. Pavement Marking
 - iii. Any lights and signs in the environment
 - h. J-U-B will develop and provide the Final Survey Report, including the Survey and Quality Control Plan (SQCP), with appropriate documentation to the ADIP website for the airport survey project.

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

F. Subtask 006: Project Closeout Phase

1. Prepare the final project report and close-out documents according to FAA requirements including current FAA closeout guidance ANM 620-05 and submit to CLIENT and FAA.
2. Prepare an Airport Layout Plan Set (ALP) Revision to document improvements. A draft copy of the revised ALP will be submitted to the FAA and CLIENT for review. Upon review and comment changes, copies will be distributed to the FAA and CLIENT for signatures.
3. Report Disadvantaged Business Enterprise (DBE) project participation to FAA dbE-Connect including all calculations and background information for review and approval.
4. Assist and coordinate with independent auditors in locating appropriate documents for performing A-133 annual audit. In addition to finding appropriate project files, answer questions as required.
5. Provide assistance to the CLIENT in assessing, costing, and updating the five-year Capital Improvement Plan for submittal to State Division of Aeronautics.

PART 3 - ASSUMPTIONS AND EXCEPTIONS

- No SMS plan is required on this project during the design or other portions of the project.
- A DBE Program Plan is not included in the Scope of Work as it was updated in 2020.
- An existing Categorical Exclusion has already been completed for this area and is therefore not included in this Scope of Work.
- No Geotechnical Investigation will be completed.

ATTACHMENT 2

PROJECT TITLE:		FY 2021 Magic Valley Airport Project, Phase 4, AIP 3-16-0036-048-2021											
CLIENT:		City of Twin Falls and Twin Falls, Idaho											
JOB NUMBER:													
DATE:		December 16, 2020								J-U-B ENGINEERING FEE ESTIMATE (DESIGN)			
TASK NO	PROJECT TASK	Principal \$183.00	Project Manager \$150.00	Project Engineer \$129.00	CAD Designer \$104.00	Project Designer (EIT) \$91.00	Survey PLS \$148.00	2-Person Survey Crew \$176.00	Admin. \$59.00	Construct Observer \$87.00	Trips	TOTAL HRS	TASK DIRECT COSTS
A. Project Formulation Phase													
1	Conduct Pre-Design Meeting	0	6	0	0	0	0	0	2	0	1	8	\$1,018.00
2	Project Scope Development & Formulation	1	8	0	0	0	0	0	0	0		9	\$1,383.00
3	Prepare Cost Proposal	1	8	0	0	0	0	0	0	0		9	\$1,383.00
4	Provide Blank Person-Hour Spreadsheet	0	2	0	0	0	0	0	0	0		2	\$300.00
5	Prepare Professional Service Agreement	1	2	10	0	0	0	0	0	0		13	\$1,773.00
6	Prepare FAA Grant Application	0	2	0	2	10	0	0	0	0		14	\$1,418.00
7	Prepare FAA Sponsor Certifications	0	2	0	2	0	0	0	0	0		4	\$508.00
8	Prepare DBE 3-yr Goal	0	2	12	0	22	0	0	0	0		36	\$3,850.00
9	Prepare FAA Quarterly Reports	0	4	4	0	0	0	0	0	0		8	\$1,116.00
10	Attend City Council/Advisory Board Meetings	0	12	0	0	0	0	0	0	0	4	12	\$1,800.00
11	Prepare Request for Reimbursements	0	4	0	0	0	0	0	16	0		20	\$1,544.00
B. Preliminary Design Phase													
1	Perform Site Walk Through	0	2	4	4	0	0	0	0	0	1	10	\$1,232.00
2	Perform Field Survey	0	0	0	0	0	4	10	0	0	1	14	\$2,352.00
3	Address Grade Modification Around Gate	0	4	0	6	0	0	0	0	0		10	\$1,224.00
4	Address Subsurface Drainage Req	0	0	0	3	0	0	0	0	0		3	\$312.00
5	Assemble Base Map	0	0	0	3	0	0	0	0	0		3	\$312.00
6	Prepare 75% Preliminary Plans (12 Sheets)	0	4	14	48	42	0	0	0	0		108	\$11,220.00
7	Prepare 75% Preliminary Contract Docs & Specs	0	2	40	0	0	0	0	0	0		42	\$5,460.00
8	Prepare Engineers Estimate	0	2	4	0	4	0	0	0	0		10	\$1,180.00
9	Prepare CSPP	0	4	16	16	0	0	0	0	0		36	\$4,328.00
10	Prepare Preliminary Engineer's Design Report	0	4	16	0	16	0	0	4	0		40	\$4,356.00
11	Conduct In-House QC Review	8	0	0	0	0	0	0	0	0		8	\$1,464.00
12	Submit Preliminary Documents	0	0	2	0	2	0	0	2	0		6	\$558.00
13	Hold Preliminary Design Review Meeting	0	4	6	0	0	0	0	0	0	1	10	\$1,374.00
14	Prepare 7460	0	0	2	0	2	0	0	0	0		4	\$440.00
C. Final Design Phase													
1	Finalize Contract Docs & Specs	0	2	8	0	8	0	0	0	0		18	\$2,060.00
2	Finalize Construction Plans	0	2	6	15	12	0	0	0	0		35	\$3,726.00
3	Prepare Final CSPP	0	0	2	2	2	0	0	0	0		6	\$648.00
4	Complete Final Quantity Calculations	0	0	4	0	0	0	0	0	0		4	\$516.00
5	Prepare Final Engineer's Design Report	0	0	4	2	0	0	0	0	0		6	\$724.00
6	Submit Final Documents to FAA & Owner	0	0	2	0	2	0	0	2	0		6	\$558.00

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CLIENT:		City of Twin Falls and Twin Falls, Idaho											
JOB NUMBER:													
DATE:		December 16, 2020							J-U-B ENGINEERING FEE ESTIMATE (DESIGN)				
TASK		Principal	Project Manager	Project Engineer	CAD Designer	Project Designer (EIT)	Survey PLS	2-Person Survey Crew	Admin.	Construct Observer	Trips	TOTAL	TASK DIRECT
NO	PROJECT TASK	\$183.00	\$150.00	\$129.00	\$104.00	\$91.00	\$148.00	\$176.00	\$59.00	\$87.00		HRS	COSTS
LABOR:													
	Total Labor + Overhead Subtotal	11	82	156	103	122	4	10	26	0	8	514	\$60,137.00
	Fixed Fee							15%					\$9,020.55
	Total Labor + Overhead+ Fixed Fee												\$69,157.55
EXPENSES:		Cost Per Unit	Air Trips	Ground Trips	Days	Hours	Trip Miles		Markup				
	Mileage	\$0.575		8			30		1.0				\$138.00
	Per Diem	\$55.00			3				1.0				\$165.00
	Mileage (from Boise)	\$0.575		2			260						\$299.00
	GPS Survey Unit	\$20.45				10			1.0				\$204.50
	Printing/Phone/Supplies/Office Expenses	\$50.00							1.0				\$50.00
SUBCONSULTANTS:													
1									1.0				\$0.00
2									1.0				\$0.00
3									1.0				\$0.00
	Subtotal - Labor + Overhead + Fixed Fee												\$69,157.55
	Subtotal - Expenses												\$856.50
	Subtotal - Subconsultants												\$0.00
	Total - Project Design Fees												\$70,014.05

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PROJECT TITLE:		FY 2021 Magic Valley Airport Project, Phase 4 AIP 3-16-0036-048-2021											
CLIENT:		City of Twin Falls and Twin Falls, Idaho											
JOB NUMBER:													
DATE:		December 16, 2020					J-U-B ENGINEERING FEE ESTIMATE (Bidding and Construction)						
TASK NO	PROJECT TASK	Principal \$183.00	Project Manager \$150.00	Project Engineer \$129.00	CAD Designer \$104.00	Project Designer (EIT) \$91.00	Survey PLS \$148.00	2-Person Survey Crew \$176.00	Admin. \$59.00	Construct Observer \$87.00	Trips	TOTAL HRS	TASK DIRECT COSTS
D. Bidding Phase													
1	Administer Bidding Process	0	2	0	0	4	0	0	6	0		12	\$1,018.00
2	Provide Pre-Bid Conference	0	6	4	0	6	0	0	0	0	1	16	\$1,962.00
3	Prepare Bid Addendums	0	2	6	0	6	0	0	0	0		14	\$1,620.00
4	Respond to Contractors Questions.	0	6	4	0	10	0	0	0	0		20	\$2,326.00
5	Assist with Bid Opening	0	6	0	0	0	0	0	0	0	1	6	\$900.00
6	Prepare Bid Tabulations	0	2	0	0	0	0	0	6	0		8	\$654.00
7	Prepare Bid & Cost Analysis	0	10	0	0	6	0	0	0	0		16	\$2,046.00
E. Construction Phase													
1	Prepare Construction Award Documents	0	2	0	0	8	0	0	2	0		12	\$1,146.00
2	Coord with FAA & Client on Award	0	4	0	0	2	0	0	0	0		6	\$782.00
3	Conduct Pre-Construction Conference	0	4	4	0	0	0	0	0	8	1	16	\$1,812.00
4	Review & Coordinate Contractor Schedule	0	2	0	0	0	0	0	0	0		2	\$300.00
5	Review Shop Drawings & Submittals	0	4	0	0	0	0	0	0	8		12	\$1,296.00
6	Provide Construction Surveying	0	0	0	0	0	6	28	0	0	7	34	\$5,816.00
7	Prepare Construction Management Plan	0	2	4	0	0	0	0	0	12		18	\$1,860.00
8	Conduct Weekly Construction Meetings	0	10	0	0	0	0	0	0	6		16	\$2,022.00
9	Provide Construction Observation (30 WD's)	0	24	48	0	0	0	0	0	300	37	372	\$35,892.00
10	Conduct QC/QA Workshop	0	4	0	0	0	0	0	4	8	1	16	\$1,532.00
11	Provide Office Administration Support	0	8	8	0	0	0	0	14	0		30	\$3,058.00
12	Review Contractor's Pay Request	0	4	0	0	0	0	0	0	12		16	\$1,644.00
13	Monitor Quality Control Testing	0	4	0	0	0	0	0	0	10		14	\$1,470.00
14	Review Contractor Wage & EEO Docs	0	2	8	0	0	0	0	0	8		18	\$2,028.00
15	Coordinate With Client & FAA	0	6	0	0	0	0	0	0	4		10	\$1,248.00
16	Prepare Construction Change Orders	0	4	6	0	0	0	0	0	6		16	\$1,896.00
17	Conduct Final & Substantial Completion	0	4	0	0	0	0	0	0	6	1	10	\$1,122.00
18	Conduct AGIS As-Built Survey	0	5	0	20	11	19	20	0	0	2	75	\$10,163.00
19	Prepare Record Drawings	0	2	0	4	0	0	0	0	4		10	\$1,064.00
F. Project Close Out Phase													
1	Prepare Final Report	0	4	16	0	0	0	0	0	28		48	\$5,100.00
2	Update ALP Drawing	0	2	0	6	0	0	0	0	4		12	\$1,272.00
3	Report DBE Project Participation	0	0	6	0	6	0	0	0	0		12	\$1,320.00
4	Assist with Independent Audit	0	4	0	0	0	0	0	4	0		8	\$836.00
5	Assist with 5-year CIP	0	6	0	2	4	0	0	0	0		12	\$1,472.00

ATTACHMENT 2

PROJECT TITLE:		FY 2021 Magic Valley Airport Project, Phase 4 AIP 3-16-0036-048-2021											
CLIENT:		City of Twin Falls and Twin Falls, Idaho											
JOB NUMBER:													
DATE:		December 16, 2020							J-U-B ENGINEERING FEE ESTIMATE (Bidding and Construction)				
TASK		Principal	Project Manager	Project Engineer	CAD Designer	Project Designer (EIT)	Survey PLS	2-Person Survey Crew	Admin.	Construct Observer	Trips	TOTAL	TASK DIRECT
NO	PROJECT TASK	\$183.00	\$150.00	\$129.00	\$104.00	\$91.00	\$148.00	\$176.00	\$59.00	\$87.00		HRS	COSTS
LABOR:													
	Total Labor + Overhead + Fixed Fee	0	145	114	32	63	25	48	36	424	51	887	\$96,677.00
	Fixed Fee	15%											\$14,501.55
	Total Labor + Overhead+ Fixed Fee												\$111,178.55
EXPENSES:		Cost	Air	Ground			Trip						
		Per Unit	Trips	Trips	Days	Hours	Miles		Markup				
	Mileage	\$0.575		51			30		1.0				\$879.75
	Per Diem	\$55.00			46				1.0				\$2,530.00
	Mileage (from Boise)	\$0.575		3			260		1.0				\$448.50
	GPS Survey Unit	\$20.45				48			1.0				\$981.60
	Printing	\$1,450.00							1.0				\$1,450.00
SUBCONSULTANTS:													
1	Construction Field Testing						\$12,927		1.0				\$12,927.00
2									1.0				\$0.00
3									1.0				\$0.00
	Subtotal - Labor + Overhead + Fixed Fee												\$111,178.55
	Subtotal - Expenses												\$6,289.85
	Subtotal - Subconsultants												\$12,927.00
	Total - Project Construction Admin Fees												\$130,395.40



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

J-U-B ENGINEERS, INC.

Standard Exhibit A – Construction Phase Services

**Client
Name:**

City of Twin Falls and Twin Falls County

Project: Construct Taxiway N - Phase 4

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

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

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

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

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

CONSTRUCTION PHASE SERVICES

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

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

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

Construction Phase

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

- | | |
|--|--|
| ☒ Yes

☐ No | 1. General Administration of the Contract Documents. Consult with, advise, and assist CLIENT in J-U-B's role as CLIENT's representative. Relevant J-U-B communications with contractor shall be imputed to the CLIENT. Nothing contained in this Standard Exhibit A creates a duty in contract, tort, or otherwise to any third party; but, instead, the duties defined herein are performed solely for the benefit of the CLIENT. CLIENT shall agree to include this language in any such agreements it executes with contractor, subcontractors or suppliers. |
|
☒ Yes

☐ No |
2. Pre-Construction Conference. Participate in a pre-construction conference. |

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

☒ Yes
☐ No

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

☐ Yes
☐ No

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

☒ Yes
☐ No

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

☒ Yes
☐ No

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

☒ Yes
☐ No

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

☒ Yes
☐ No

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

☒ Yes
☐ No

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

☒ Yes
☐ No

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

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

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

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

Post-Construction Phase

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

- | | | |
|---|----|---|
| ☐ Yes | 1. | <i>Testing/Adjusting Systems.</i> Provide assistance in connection with the testing and adjusting of equipment or systems. |
| ☒ No | | |
|
☐ Yes | 2. | <i>Operate/Maintain Systems.</i> Assist CLIENT in coordinating training for CLIENT's staff to operate and maintain equipment and systems. |
|
☒ No | | |
|
☐ Yes | 3. | <i>Control Procedures.</i> Assist CLIENT in developing procedures for control of the operation and maintenance of, and recordkeeping for, equipment and systems. |
|
☒ No | | |
|
☐ Yes | 4. | <i>O&M Manual.</i> Assist CLIENT in preparing operating, maintenance, and staffing manuals. |
|
☒ No | | |
|
☐ Yes | 5. | <i>Defective Work.</i> Together with CLIENT, visit the Project to observe any apparent defects in the Work, assist CLIENT in consultations and discussions with contractor concerning correction of any such defects, and make recommendations as to replacement or correction of Defective Work, if present. |
|
☒ No | | |
|
☒ Yes | 6. | <i>Record Surveying.</i> Provide field surveying of readily accessible elements of the final completed construction to supplement the preparation of Record Drawings. |
|
☐ No | | |
|
☒ Yes | 7. | <i>Record Drawings.</i> Furnish a set of reproducible prints of Record Drawings showing significant changes made during the construction process, based on the annotated record documents for the Project furnished by the contractor. |
|
☐ No | | |
|
☐ Yes | 8. | <i>Warranty Inspection.</i> In company with CLIENT or CLIENT's representative, provide an inspection of the Project within one month before the end of the contractor correction period to ascertain whether any portion of the Work is subject to correction. |
|
☒ No | | |
|
☒ Yes | 9. | <i>Additional Tasks.</i> Perform or provide the following additional post-construction phase tasks or deliverables as listed in Attachment 1 - Scope of Services and/or Schedule and/or Basis of Fee, which is included with the Agreement. |
|
☐ No | | |

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

CONSTRUCTION PHASE ADDITIONAL SERVICES

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

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

RESIDENT PROJECT REPRESENTATIVE

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

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

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

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

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

11. *Reports.*

- a) Furnish to CLIENT periodic reports as required of progress of the Work and of contractor's compliance with the progress schedule and schedule of Shop Drawing and Sample submittals.
- b) Present to CLIENT proposed Change Orders, Work Change Directives, and Field Orders.
- c) Furnish to CLIENT copies of all inspection, test, and system startup reports.
- d) Report immediately to CLIENT the occurrence of any Site accidents, emergencies, acts of God endangering the Work, property damaged by fire or other causes, and the discovery or presence of any constituents of concern.

12. *Payment Request:* Review Applications for Payment for compliance with the established procedure for their submission and forward with recommendations to CLIENT, noting particularly the relationship of the payment requested to the schedule of values, Work completed, and materials and equipment delivered at the Site, but not incorporated in the Work.

13. *Certificates, Operation and Maintenance Manuals.* During the course of the Work, verify that materials and equipment certificates, operation and maintenance manuals, and other data required by the Specifications to be assembled and furnished by contractor are applicable to the items actually installed and in accordance with the Contract Documents, and have these documents delivered to CLIENT for review.

14. *Completion.*

- a) Before issuing a Certificate of Substantial Completion, submit to CLIENT a list of observed items requiring completion or correction.
- b) Observe whether contractor has arranged for inspections required by laws and regulations, including but not limited to those to be performed by public agencies having jurisdiction over the Project.
- c) Participate in a final inspection in the company of CLIENT and contractor and prepare a final list of items to be completed or corrected with respect to the Work.
- d) Observe whether all items on final list have been completed or corrected and make recommendations to CLIENT concerning acceptance and issuance of CLIENT's Final Notice of Acceptability of the Work.

The RPR shall not:

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

CLIENT'S RESPONSIBILITIES

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

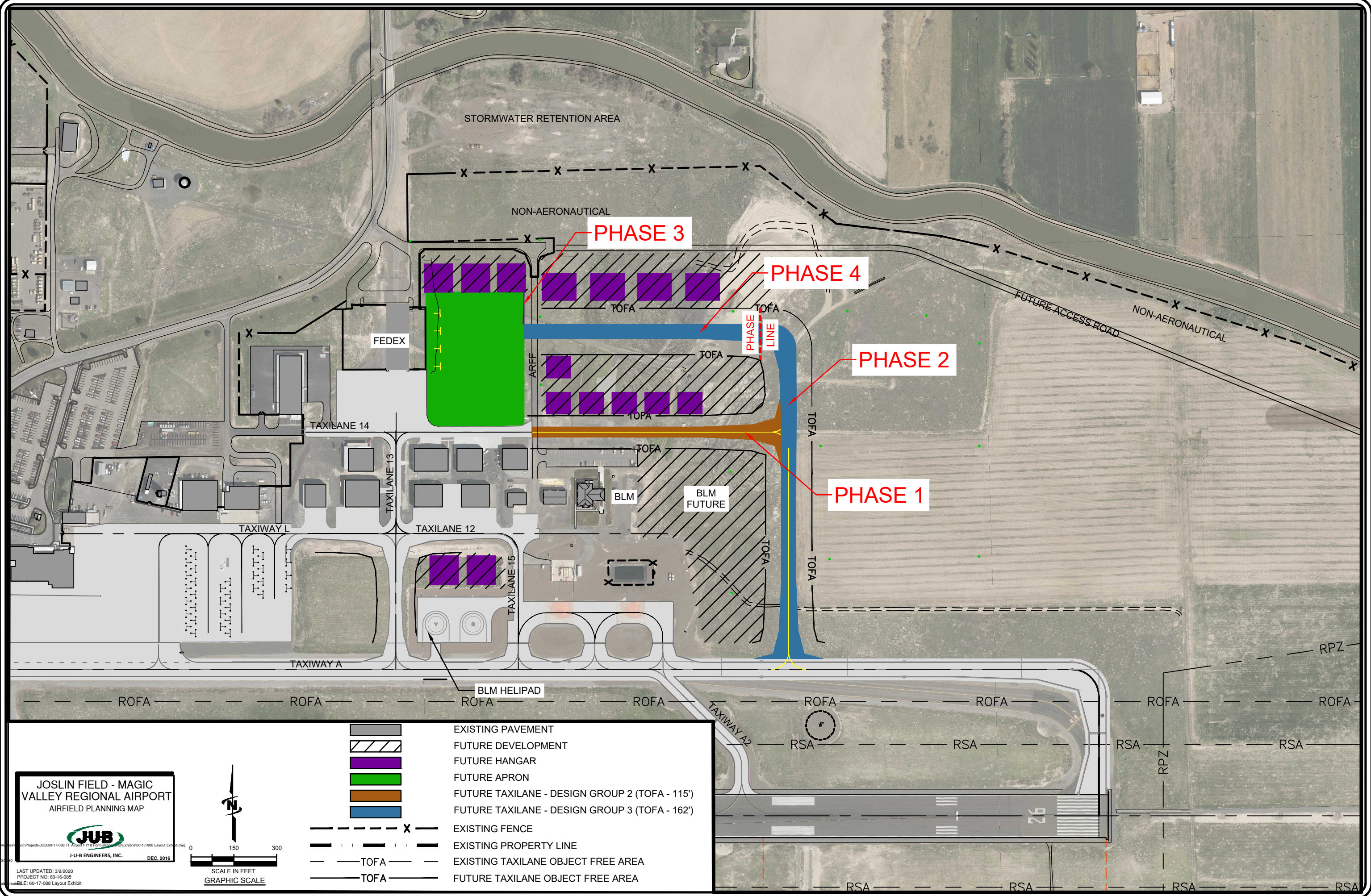
1. Provide, as may be required for the Project, such legal services as CLIENT may require or J-U-B may reasonably request with regard to legal issues pertaining to the Project, including any that may be raised by contractor.
2. Attend the pre-bid conference, bid opening, pre-construction conferences,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

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

INDEMNIFICATION – [

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

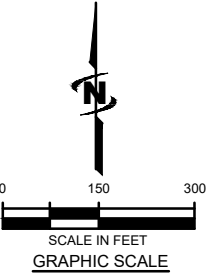
CLIENT agrees that CLIENT will cause to be executed any such agreements or contracts with contractors, subcontractors or suppliers to effectuate the intent of this part before any Work is commenced on the Project; if CLIENT negligently fails to do so, CLIENT agrees to fully indemnify J U B from any liability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

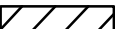


JOSLIN FIELD - MAGIC VALLEY REGIONAL AIRPORT
AIRFIELD PLANNING MAP


J-U-B ENGINEERS, INC.
DEC. 2016

LAST UPDATED: 3/9/2020
PROJECT NO: 60-16-085
FILE: 60-17-088 Layout Exhibit



- | | |
|--|--|
|  | EXISTING PAVEMENT |
|  | FUTURE DEVELOPMENT |
|  | FUTURE HANGAR |
|  | FUTURE APRON |
|  | FUTURE TAXILANE - DESIGN GROUP 2 (TOFA - 115') |
|  | FUTURE TAXILANE - DESIGN GROUP 3 (TOFA - 162') |
|  | EXISTING FENCE |
|  | EXISTING PROPERTY LINE |
|  | EXISTING TAXILANE OBJECT FREE AREA |
|  | FUTURE TAXILANE OBJECT FREE AREA |



Date: Monday, January 25, 2021
To: Honorable Mayor and City Council
From: Mitch Humble, Deputy City Manager

ACTION ITEM

Request:

Request to fund \$18,169 in safety related capital improvements at the Twin Falls Golf Club.

Time Estimate:

The staff presentation will take less than five minutes. Some time for questions and discussion may be necessary.

Background:

As you know, the City has a contract with Steve Meyerhoeffer to operate the City's golf course. In that contract, the City is responsible for capital costs, while Steve is responsible for maintenance costs. We have two small capital needs that have come up after the adoption of the FY2021 budget that are not included in that budget. First, there is a large safety net (50' tall by 150' long) installed between two adjoining portions of the golf course that prevents errant golf balls from striking golfers in the adjoining area. That net has been in use for years, with Steve's staff keeping up with maintaining the net pretty well. Unfortunately, the net is now failing beyond repair, and needs to be replaced. We have received an estimate to purchase and install a new net for \$9,789.

In addition to the new safety net, the fire alarm system at the clubhouse is beginning to fail. We have had two false alarms in the last several months where the Fire Department was called to respond. As you might imagine, our Fire Department would rather not respond to false alarms. We had a fire alarm company come out to inspect the alarm system, and they found that the old system is in need of replacement. They have provided an estimate of \$8,380 to replace the fire alarm system with a new system that is consistent with the alarm system in other City buildings. These two capital needs combined total \$18,169.

As I mentioned above, the two capital requests were not included in the FY2021 budget. However, in our contract with Steve regarding the operation of the golf course, there is a provision for revenue sharing, within certain specifications. This revenue that the City receives from the golf course is inconsistent and difficult to project. Therefore, we do not budget to receive this revenue. When we do receive it, it comes in as unforeseen/unbudgeted revenue. The FY2021 budget is consistent with that practice, and does not include any revenue from the golf course. Steve closes out his year along with the close of the calendar year, rather than along with our fiscal year. So, when we receive revenue sharing from Steve, it will come in January.

This January, Steve's revenue at the golf course was such that he will share \$35,891.79 with the City. Since this revenue is unbudgeted, staff proposes using that revenue to cover the unbudgeted capital requests discussed above. The revenue will more than cover the requested expenses, with \$17,722.79 left over. While it is not something that the City is obligated to do in the contract, it has been our practice over the years to use the golf course revenue sharing for golf course capital needs. Since the two capital requests are safety related, and since we have the unforeseen revenue from the contract, staff

recommends approving the request to fund the capital expenses and using the unforeseen revenue to cover those expenses.

Approval Process:

A simple majority vote of the Council is needed to approve this request.

Budget Impact:

The FY2021 budget does not include funding for the two capital requests described above. However, it also doesn't include the revenue from the golf course. So the net impact will be an overall increase to the budget as describe above.

Regulatory Impact:

If the Council approves this request, staff will proceed to acquire the safety netting and new alarm system for the golf course.

History:

N/A

Analysis:

N/A

Conclusion:

Staff recommends approving the request to fund the \$18,169 in safety related capital expenses and using the unforeseen revenue to cover those expenses.

Attachments:

None



Date: Monday, January 25, 2021
To: Honorable Mayor and City Council
From: Mitch Humble, Deputy City Manager

ACTION ITEM

Request:

A request to initiate the process to dispose of City owned property located in Rock Creek Canyon immediately west of Blue Lakes Boulevard South.

Time Estimate:

The presentation will take about 10 minutes. Time will be needed for discussion and questions.

Background:

Eric Smallwood has approached the City and Urban Renewal Agency (URA) with a request to develop an outdoor amphitheater on property currently owned by the City of Twin Falls, located within Rock Creek Canyon, on the north side of Rock Creek and immediately west of Blue Lakes Blvd South (see attached location map). The City acquired the property about 20 years ago with the intent to develop it someday as a Rock Creek Nature Park to be part of the Rock Creek Canyon corridor and trail system. While the Parks Department has done some preliminary visioning for what the park could become, the property has not been developed yet as a park. Eric believes the property to be an ideal place to locate an outdoor amphitheater for concerts and other events. He is requesting that the City transfer the property to the URA. Then the URA would go through a request for proposal process to then transfer the property to Eric for development. Eric would like to also purchase adjacent property to the south to develop as a parking lot serving the amphitheater. That property is privately owned, and while tied to this development idea, it is not directly part of this request.

This is a very early step in a lengthy road to development. The property is not annexed into the City and would need to be in order to have access to water and sewer service. The property is zoned "Open Space" and the current City Code does not allow the use of a private amphitheater in the Open Space zone. In order to build a private amphitheater, the City Code would have to be amended to allow the use in that zone. The area designated for the parking lot is currently zoned Residential-4 (R-4), and the current City code does not allow the use of a private amphitheater or an open parking lot in the R-4 zone. The zoning of that property would have to be changed, or the City Code amended in order to allow the parking lot to be located as proposed. The Future Land Use Plan does not support a rezone of the parking property to a non-residential zone either. All of these steps would have to be completed before an amphitheater could be developed on the property. All of these steps also will require future public hearings and actions by the City Council. It is important to understand that a Council decision today to begin this process cannot be construed as Council support for future land use decisions.

Should the Council elect to proceed with the process to dispose of the property, that will require some additional steps. The first thing to do is to adopt a resolution declaring the property surplus to the City's needs. That resolution would also declare the City's intent to dispose of the property by transferring it to the URA, and it would set a date for a public hearing on the matter. The next step would be to hold a public hearing to receive input on the proposed disposition of the property. After a public hearing, the Council could then approve a request to transfer the property to the URA. Once in the ownership of the URA, they would have a request for proposal process to go through to transfer the property to Eric. That

process also involves public notice periods and an URA board review/action. All told, the transfer process could take more than a few months.

As briefly described above, the various steps required to dispose of the property and then develop a privately owned amphitheater are time consuming and will require several future public hearings and Council decisions. I wanted to share that there could be easier and faster alternate processes to develop an amphitheater. A City owned park with an amphitheater is an allowed use in the Open Space zone with a Special Use Permit. That would not require any rezoning or amendment to the City code. A City owned facility could be leased or operated by a private entity through a vendor agreement relatively quickly. The City acquired the property to develop into a nature park. A natural amphitheater in the Canyon could be a very attractive amenity in a City park. It would also allow the property to remain open to the public as part of the Rock Creek corridor of open space and be part of the trail system as those connections become available.

While that alternative to a private amphitheater is an option, there is not really a better way to deal with the future request to install a parking lot on the rim to the south of the City's property. The challenges discussed above about the parking lot will have to be considered. Annexation, a Comprehensive Plan amendment, and a rezone will all be necessary to be able to permit the parking lot.

Approval Process:

A simple majority vote of the Council is needed to direct staff to begin the property disposition process.

Budget Impact:

There is no significant budget impact associated with this request.

Regulatory Impact:

If the Council approves this request, staff will begin the property disposition process, beginning with preparing a resolution declaring the property as surplus, declaring our intent to transfer the property to the URA, and setting a date for a public hearing on the matter. That resolution would be scheduled for consideration at a future Council meeting.

History:

N/A

Analysis:

N/A

Conclusion:

Staff recommends that the Council review the request and provide direction regarding the Council's desire to proceed with the property disposition process.

Attachments:

1. Rock Creek Request Location map



Highland Ave East

Blue Lakes Blvd South

