



Twin Falls City Council
****AMENDED AGENDA****

Monday, March 29, 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 March 15, 2021, City Council Minutes.
By: Amy Luna, Finance Administrative Assistant
 - b) **ACTION ITEM:** Request to approve the Accounts Payable for March 11-24, 2021.
By: Amy Luna, Finance Administrative Assistant
 - c) **ACTION ITEM:** Request to approve the Wells Fargo Credit Commercial Card for February 2021
By: Amy Luna, Finance Administrative Assistant
 - d) **ACTION ITEM:** Request for final plat approval for the South Estates No. 3, approximately 6.85(+/-) acres to develop thirty-three (33) lots on property located at approximately the 700 block of Harrison Street South. c/o David Thibault, EHM Engineers on behalf of Jared Hunt (PZ21-0031)
By: Lisa Strickland, City Planner
- 5) ITEMS OF CONSIDERATION
 - a) Presentation of the 2020 Annual Report of the Urban Renewal Agency.
By: Nathan Murray, Executive Director
 - b) **ACTION ITEM:** Request approval of Community Development Block Grant Project List
By: Mandi Thompson, Assistant to the City Manager
 - c) **ACTION ITEM:** Request approval of two amendments to the master contract between the City of Twin Falls and Pivot North Architects. These document will amend the original contract agreement between Pivot North Architecture and the City of Twin Falls, Idaho for scope, schedule, and budget associated with Twin Falls Fire Station 2 and Twin Falls Fire Station 3.
By: Mandi Thompson, Assistant to the City Manager

- d) **ACTION ITEM:** Request to approve and award the CMGC contract between Starr Corporation and the City of Twin Falls for the construction Twin Falls Fire Station 2, Twin Falls Fire Station 3 and the Twin Falls Fire Training Center.
By: Mandi Thompson, Assistant to the City Manager
- e) **ACTION ITEM:** Consideration of a request to award a bid and contract to Idaho Materials and Construction to construct the FAA phase IV taxi lane at Joslin Field
By: William Carberry, Airport Manager
- f) **ACTION ITEM:** Consideration of an FAA Grant Offer for the FAA AIP-49 Phase IV taxi lane construction project in the amount of \$1,227,623.00
By: William Carberry, Airport Manager
- g) **ACTION ITEM:** Consideration of a Federal Coronavirus Response and Relief Supplemental Appropriations Act Grant Offer for Magic Valley Regional Airport.
By: William Carberry, Airport Manager
- h) **ACTION ITEM:** Consideration to Submit a Grant Application for Airport Concessionaire Relief, Funded Through the Federal Airport Coronavirus Response Grant Program.
By: William Carberry, Airport Manager
- 6) GENERAL PUBLIC INPUT
- 7) ADVISORY BOARD REPORT/ANNOUNCEMENTS
- 8) PUBLIC HEARINGS
 - a) **ACTION ITEM:** Request for an Annexation with a Zoning District Change and Zoning Map Amendment from R2 CRO to RM CRO ZDA for 11.08 (+/-) acres located at the southwest corner of Federation Road and Washington Street North c/o EHM Engineers, Inc. on behalf of Hepworth Family Landholdings, LLC (PZ21-0004)
On February 23, 2021, the Planning and Zoning Commission recommended approval of this request by a vote of 6-1.
By: Jonathan Spendlove, Planning & Zoning Director
- 9) ADJOURNMENT
 - a) **ACTION ITEM:** ADJOURN TO Executive Session §74-206 (1)(a) To consider hiring a public officer, employee, staff member or individual agent, wherein the respective qualities of individuals are to be evaluated to fill a particular vacancy or need, unless a vacancy in an elective office is being filled.

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

Monday, March 15, 2021, 5:00 PM

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

1) CALL MEETING TO ORDER/CONFIRMATION OF QUORUM

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

Absent:

Staff Present: City Manager Travis Rothweiler, Deputy City Manager Mitch Humble, City Attorney Shayne Nope, Police Chief Craig Kingsbury, Staff Engineer Jesse Schuerman, IT Kim Hafer, Finance Administrative Assistant Amy Luna.

Mayor Hawkins called the meeting to order at 5:02 PM. A quorum was present.

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. **Vice Mayor Pierce** seconded the motion. Roll call vote showed all members present voted in favor of the motion. 6 to 0 with **Council Member Hawkins** abstaining.

- a) Request to approve March 8, 2021, City Council Minutes.
- b) Request to approve the Accounts Payable for March 4 thru 10, 2021.
- c) Request to waive the building permit and plan review fees for the remodel at Twin Falls County West located at 640 Addison W.
- d) Request to approve the Findings of Fact and Conclusions of Law: Fieldwood Subdivision No. 2 Final Plat
- e) Request to terminate an Airport Hangar Ground Lease with Steve Shotwell, Trustee of Richard Shotwell, Trust.
- f) Request to terminate a Ground Lease with Darrell Lewis.
- g) Request to approve a New Ground Lease for Mark and Tammy Boring.

5) ITEMS OF CONSIDERATION

- a) Proposed Resolution - Setting forth our respect for, and support of, Constitutional Rights in the City of Twin Falls.

City Attorney Nope presented a proposed Resolution setting forth our respect for, and support of, Constitutional Rights in the City of Twin Falls.

Discussion ensued on the following:

Council Member Boyd: Spoke in favor of this resolution.

Council Member Reid: Thanked all for their input on this topic and is in favor of the resolution.

Vice Mayor Pierce: Appreciated the respectfulness of the topic from the citizens. Spoke in favor of the resolution.

Council Member Barigar: Spoke in favor of the resolution.

Council Member Hawkins: Spoke in favor of the resolution.

Mayor Hawkins: Spoke on availability of the resolution, read the "resolved" portion of the resolution.

Public Input:

Forrest Anderson: Spoke on the proposed resolution.

MOTION: Council Member Hawkins moved to approve resolution R-2021-006 setting forth our respect for, and support of, Constitutional Rights in the City of Twin Falls. **Vice Mayor Pierce** seconded the motion. Roll call vote showed all members present voted in favor of the motion. 7 to 0.

- b) Request made by Angel Esquivel to approve a Special Events Application for The Potters House 180 Concert event.

Police Chief Kingsbury presented a request made by Angel Esquivel to approve a Special Events Application for The Potters House 180 Concert event.

Discussion ensued on the following:

Council Member Barigar: Was there paperwork filed with the Public Health District for this event?

MOTION: Council Member Reid moved to approve the Special Events Application for The Potters House 180 Concert event. **Council Member Hawkins** seconded the motion. Roll call vote showed all members present voted in favor of the motion. 7 to 0.

- c) Request to hold the Shoshone Falls After Dark at Shoshone Falls Park nightly during May 1- 31, 2021.

Deputy City Manager Humble presented a request to hold the Shoshone Falls After Dark at Shoshone Falls Park nightly during May 1-31, 2021.

Discussion ensued on the following:

Vice Mayor Pierce: How will the public be informed of the different hours for the park during this event?

Council Member Hawkins: What will the fee be to attend this event? Where will they be able to view this event?

Mayor Hawkins: Are we concerned about any ware and tare during this event? How many parking spaces do they have at the park?

Council Member Barigar: Spoke in favor of this event. Spoke about the ware and tare issue and it can be monitored.

Council Member Boyd: Thanked the organizers for this event is very excited for this event.

MOTION: Council Member Boyd moved to approve the request to hold the Shoshone Falls After Dark at Shoshone Falls Park nightly during May 1-31, 2021. **Council Member Barigar** seconded the motion. Roll call vote showed all members present voted in favor of the motion. 7 to 0.

- d) Request approval to award the Falls and Madrona St. Traffic Signal project to Electric 1 West, Inc.

Staff Engineer Schuerman requested approval to award the Falls and Madrona St. Traffic Signal project to Electric 1 West, Inc for \$564,542.53.

Discussion ensued on the following:

Deputy City Manager Humble: Noted that this is being paid by impact fees.

Council Member Barigar: Happy to see that the cost came in lower than the engineer's estimate.

MOTION: Vice Mayor Pierce moved to approve the request to award the Falls and Madrona St. Traffic Signal project to Electric 1 West, Inc for \$564,542.53 which includes a 15% contingency, authorize the mayor to sign the contract. **Council Member Hawkins** seconded the motion. Roll call vote showed all members present voted in favor of the motion. 7 to 0.

6) GENERAL PUBLIC INPUT

7) ADVISORY BOARD REPORT/ANNOUNCEMENTS

City Manager Rothweiler: Council meeting on February 22, 2021, has been canceled scheduled meeting will be held on February 29, 2021.

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.

MOTION: Council Member Boyd moved to adjourn to Executive Session 74206(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. **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 05:44 PM

Amy Luna, Finance Administrative Assistant

For a full account of this meeting please visit tfid.org for the recording of this meeting



Date: Monday, March 29, 2021
To: Honorable Mayor and City Council
From: Lisa Strickland, City Planner

ACTION ITEM

Request:

Request for final plat approval for the South Estates No. 3, approximately 6.85(+/-) acres to develop thirty-three (33) lots on property located at approximately the 700 block of Harrison Street South. c/o David Thibault, EHM Engineers on behalf of Jared Hunt (PZ21-0031)

Time Estimate:

None

Background:

This is a request to approve the final plat for South Estates No. 3 the property is zoned R-4 is approximately 6.85 acres with 33 residential lots.

Approval Process:

As per Twin Falls City Code 10-12-2.3: The Commission may approve, conditionally approve, deny or table for additional information when acting on the preliminary plat.

Approval of the Preliminary Plat will set many parameters for which the Final Plat must substantially conform to. Including total number of lots, street layout, sidewalk connections, and other similar items. A Final plat, that is in conformance with the approved preliminary plat and including any conditions the Commission may have required, is then presented to the City Council. After a final plat has been approved by the City Council and construction plans approved, may the plat be recorded, and lots sold for

Budget Impact:

n/a

Regulatory Impact:

This final plat complies with the standards as outlined in the City's General Subdivision Provision of Title 10, Chapter 12, and all regulations regarding the R-4 Zoning District development standards. All general criteria for approval have been met, per State Statute 50 - Chapter 13.

History:

Analysis:

The 2016 Comprehensive Plan "Grow With Us" designates this area as "Town Neighborhood". Staff has determined this request complies with the 2016 Comprehensive Plan. Staff anticipates this request if approved would not create any negative impacts to the surrounding properties.

Conclusion:

Upon conclusion should the Council approve this request as presented, staff recommends approval be subject to the following conditions:

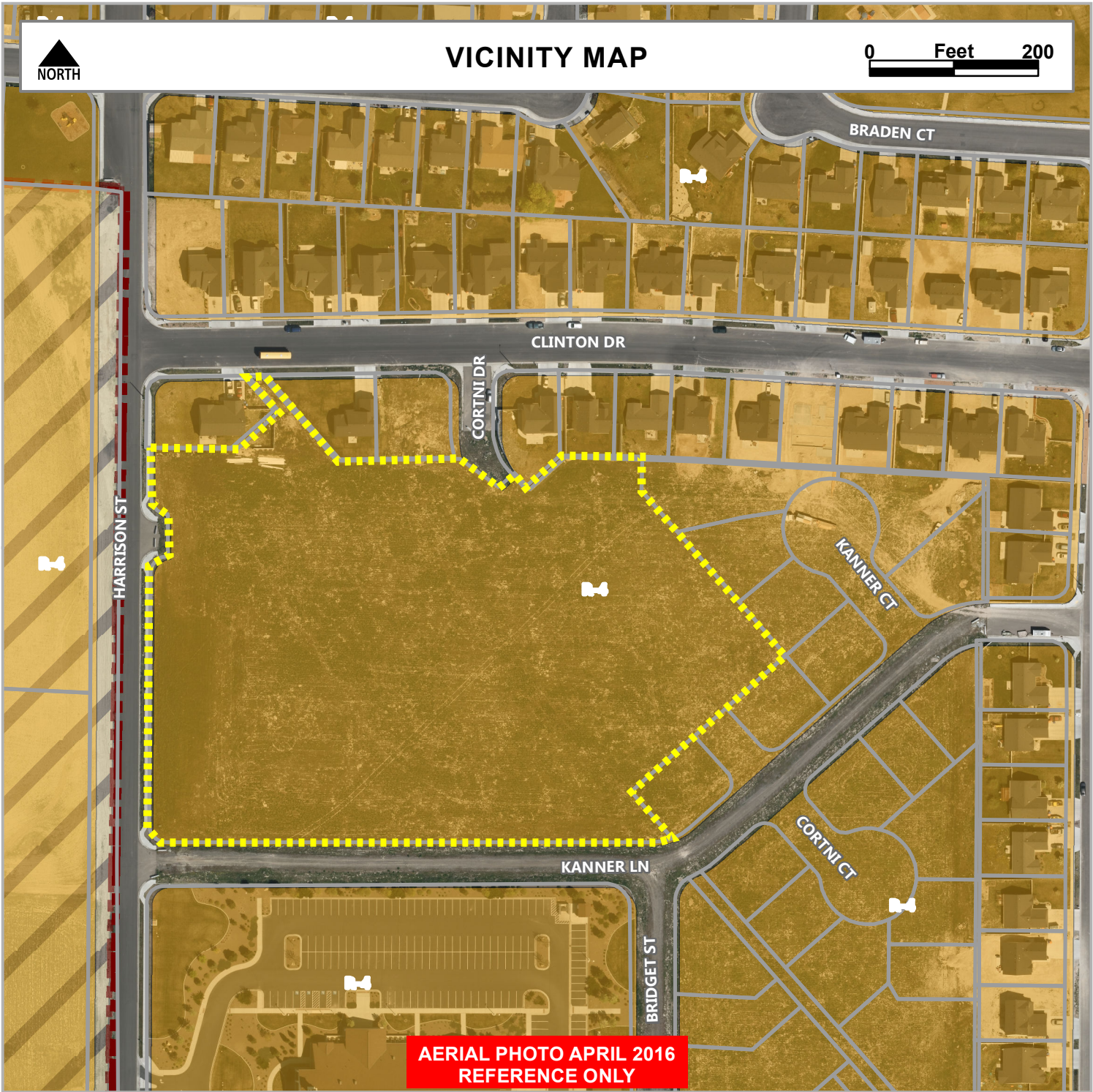
1. Subject to final technical review and amendments as required by building, engineering, fire, and zoning officials to ensure compliance with all applicable city code requirements and standards

Attachments:

1. South Estates No. 3 Vicinity Map
2. South Estates No 3- 8.5 x 11 Final Plat

VICINITY MAP

0 Feet 200



- R-4
- AOI

SOUTH ESTATES NO. 3

Located In
A Portion of
SW ⁴ SE ⁴, Section 21
Township 10 South, Range 17 East
Boise Meridian
Twin Falls County, Idaho
2021



NORTH

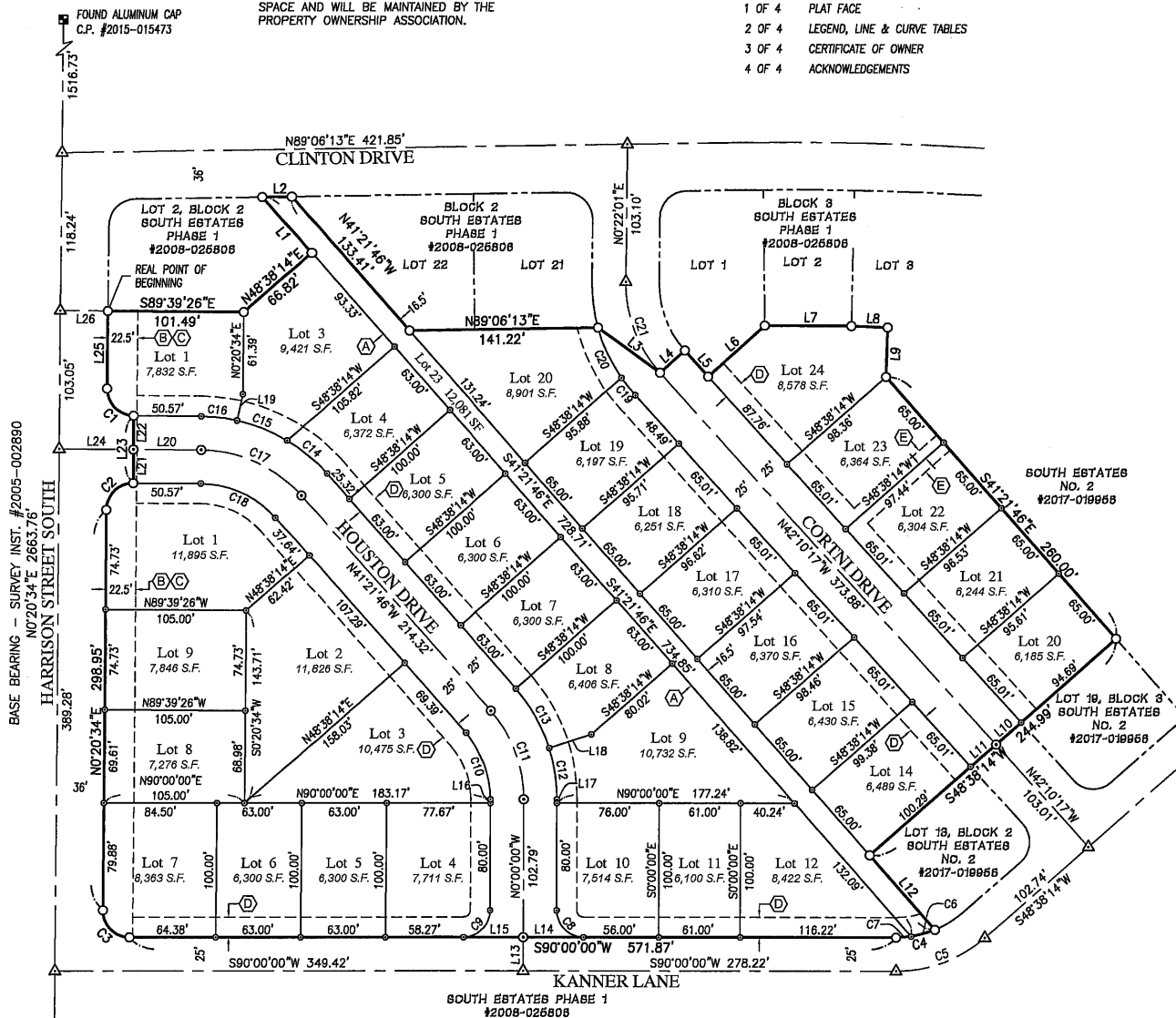
0 30 60 120
SCALE IN FEET

Sheet Index

- | | |
|--------|-----------------------------|
| 1 OF 4 | PLAT FACE |
| 2 OF 4 | LEGEND, LINE & CURVE TABLES |
| 3 OF 4 | CERTIFICATE OF OWNER |
| 4 OF 4 | ACKNOWLEDGEMENTS |

Note:

LOT 23, BLOCK 2, IS DESIGNATED AS OPEN SPACE AND WILL BE MAINTAINED BY THE PROPERTY OWNERSHIP ASSOCIATION.



Easement Key

- (A) EXISTING 16.5' PIPELINE EASEMENT PER 164 DEEDS 84
- (B) EXISTING 22.5' PUBLIC UTILITY EASEMENT PER INST. #2008-023095
- (C) EXISTING 22.5' IRRIGATION EASEMENT PER INST. #2008-023094
- (D) 15' WIDE UTILITY EASEMENT
- (E) 7.5' WATERLINE EASEMENT

Survey References

#2017-019956 - SOUTH ESTATES NO. 2
#2008-014052
#2005-002890 - SOUTH ESTATES PHASE NO. 1
#1998-002674

Deed References

#2015-003020

Monument Certification

THE INTERIOR MONUMENTS ON THIS PLAT SHOWN AS "TO BE SET" WILL BE SET IN ACCORDANCE WITH SECTION 50-1333, IDAHO CODE, ON OR BEFORE 1 YEAR AFTER THE RECORDATION OF THE FINAL PLAT OR AS DETERMINED BY THE CITY OF TWIN FALLS.

Surveyor's Narrative

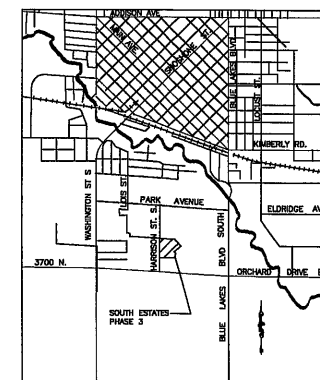
THE PURPOSE OF THIS SURVEY IS TO SUBDIVIDE A PORTION OF LANDS DESCRIBED IN DEEDS INSTRUMENT NO. 2015-003020 AND A PORTION OF THE "NOT A PART SUBDIVISION" AS SHOWN ON SOUTH ESTATES PHASE 1 RECORDED AS INSTRUMENT NO. 2008-003020. MONUMENTS WERE FOUND AT THE PARCEL CORNERS, SECTION AND QUARTER CORNERS SHOWN HEREON. THESE MONUMENTS ARE OF RECORD PER PREVIOUS FINAL PLAT, RECORD OF SURVEYS AND/OR CORNER PERPETUATION AND FILING RECORDS.

Health Certificate

"SANITARY RESTRICTIONS AS REQUIRED BY IDAHO CODE TITLE 50, CHAPTER 13, HAVE BEEN SATISFIED BASED ON THE STATE OF IDAHO, DEPARTMENT OF ENVIRONMENTAL QUALITY (DEQ) APPROVAL OF THE DESIGN PLANS AND SPECIFICATIONS AND THE CONDITIONS IMPOSED ON THE DEVELOPER FOR CONTINUED SATISFACTION OF SANITARY RESTRICTIONS. BUYER IS CAUTIONED AT THE TIME OF THIS APPROVAL, NO DRINKING WATER OR SEWER/SEPTIC FACILITIES WERE CONSTRUCTED. BUILDING CONSTRUCTION CAN BE ALLOWED WITH APPROPRIATE BUILDING PERMITS IF DRINKING WATER OR SEWER FACILITIES HAVE SINCE BEEN CONSTRUCTED OR IF THE DEVELOPER IS SIMULTANEOUSLY CONSTRUCTING THOSE FACILITIES. IF THE DEVELOPER FAILS TO CONSTRUCT FACILITIES OR MEET OTHER CONDITIONS OF DEQ, THEN SANITARY RESTRICTIONS MAY BE RE-IMPOSED, IN ACCORDANCE WITH SECTION 50-1326, IDAHO CODE, BY THE ISSUANCE OF A CERTIFICATE OF DISAPPROVAL, AND NO CONSTRUCTION OF ANY BUILDING OR SHELTER REQUIRING DRINKING WATER OR SEWER/SEPTIC FACILITIES SHALL BE ALLOWED."

DISTRICT HEALTH DEPARTMENT, EHS

DATE:



VICINITY MAP
N.T.S.



EHM Engineers, Inc.



Curve Table

CURVE #	DELTA	RADIUS	ARC	CHORD	TANGENT	CHORD BRG
C1	90°00'00"	20.00'	31.42'	28.28'	20.00'	N44°39'26"W
C2	90°00'00"	20.00'	31.42'	28.28'	20.00'	N45°20'34"E
C3	90°20'34"	20.00'	31.54'	28.37'	20.12'	N44°49'43"W
C4	14°01'17"	75.00'	18.35'	18.31'	9.22'	S74°18'55"W
C5	41°21'46"	100.00'	72.19'	70.63'	37.75'	N69°19'07"E
C6	14°01'17"	75.00'	18.35'	18.31'	9.22'	N74°18'55"E
C7	8°40'26"	75.00'	11.35'	11.34'	5.69'	N85°39'47"E
C8	90°00'00"	20.00'	31.42'	28.28'	20.00'	S45°00'00"E
C9	90°00'00"	20.00'	31.42'	28.28'	20.00'	N45°00'00"E
C10	41°21'46"	75.00'	54.14'	52.98'	28.31'	N20°40'53"W
C11	41°21'46"	100.00'	72.19'	70.63'	37.75'	N20°40'53"W
C12	17°52'31"	125.00'	39.00'	38.84'	19.66'	N8°56'16"W
C13	23°29'15"	125.00'	51.24'	50.88'	25.99'	N29°37'09"W
C14	17°32'46"	125.00'	38.28'	38.13'	19.29'	N50°08'10"W
C15	18°25'58"	125.00'	40.21'	40.04'	20.28'	N68°07'32"W
C16	12°18'55"	125.00'	26.87'	26.82'	13.49'	N83°29'58"W
C17	48°17'40"	100.00'	84.29'	81.82'	44.83'	N65°30'36"W
C18	48°17'40"	75.00'	63.22'	61.36'	33.62'	N65°30'36"W
C19	7°35'06"	125.00'	16.55'	16.54'	8.29'	S38°22'44"E
C20	18°59'26"	125.00'	41.43'	41.24'	20.91'	S25°05'28"E
C21	42°32'18"	100.00'	74.24'	72.55'	38.93'	N20°54'08"W

Line Table

LINE #	BEARING	DISTANCE
L1	N41°21'46"W	55.61'
L2	N89°06'13"E	21.69'
L3	S54°04'46"E	57.15'
L4	N47°49'43"E	25.00'
L5	S42°10'17"E	26.44'
L6	N47°49'43"E	56.95'
L7	S89°41'02"E	64.32'
L8	S88°07'35"E	27.45'
L9	S1°52'25"W	37.04'
L10	S48°38'14"W	25.00'
L11	S48°38'14"W	25.00'
L12	S41°21'46"E	74.05'
L13	N0°00'00"W	25.00'

Line Table

LINE #	BEARING	DISTANCE
L14	N90°00'00"E	45.00'
L15	N90°00'00"E	45.00'
L16	S0°00'00"E	2.79'
L17	S0°00'00"E	2.79'
L18	S72°07'29"W	33.07'
L19	S12°39'29"W	20.00'
L20	N89°39'26"W	50.57'
L21	S0°20'34"W	25.00'
L22	S0°20'34"W	25.00'
L23	N0°20'34"E	50.00'
L24	S89°39'26"E	55.50'
L25	N0°20'34"E	58.05'
L26	S89°39'26"E	35.50'

Legend

SUBDIVISION BOUNDARY LINE	_____
SECTION LINE	_____
QUARTER SECTION LINE	_____
ADJACENT PROPERTY LINE	_____
CENTERLINE OF STREET	_____
PLATTED LOT LINE	_____
EASEMENT LINE	_____
SEE EASEMENT KEY	_____
CALCULATED POINT (NOT SET)	△
FOUND BRASS CAP	⊙
FOUND 5/8" REBAR (AS NOTED)	○
FOUND 1/2" REBAR (AS NOTED)	◦
FOUND ALUMINUM CAP	■
SET 5/8" x 24" REBAR & CAP - LS 1000	⊙
SET 1/2" x 24" REBAR & CAP - LS 1000	◦
FOUND 1/2" REBAR - REPLACED WITH 5/8" x 24" REBAR & CAP - LS 10110	●

CERTIFICATE OF SURVEYOR

THIS IS TO CERTIFY THAT I, CHRISTOPHER S. HARMISON, A PROFESSIONAL LAND SURVEYOR IN THE STATE OF IDAHO, MADE THE SURVEY OF THE LAND DESCRIBED IN THE CERTIFICATE OF OWNER AND THAT THIS PLAT IS A TRUE AND ACCURATE REPRESENTATION OF SAID SURVEY AS MADE AND STAKED UNDER MY SUPERVISION AND ACCURATELY REPRESENTS THE POINTS PLATTED THEREON, AND IS IN CONFORMITY WITH THE STATE OF IDAHO CODE RELATING TO PLATS AND SURVEYS.



APPROVAL OF CITY COUNCIL

THIS PLAT WAS ACCEPTED AND APPROVED BY THE CITY COUNCIL OF TWIN FALLS, IDAHO AT THEIR MEETING ON THIS _____ DAY OF _____, 2021.

MAYOR _____

CITY CLERK _____

APPROVAL OF CITY ENGINEER

I HAVE REVIEWED THE ACCOMPANYING PLAT AND HEREBY CERTIFY THAT IT CONFORMS WITH THE APPLICABLE ORDINANCES OF THE CITY OF TWIN FALLS, IDAHO.

CITY ENGINEER _____

ATTEST _____

COUNTY SURVEYOR'S CERTIFICATE

I, THE UNDERSIGNED, PROFESSIONAL LAND SURVEYOR FOR TWIN FALLS COUNTY, IDAHO, DO HEREBY CERTIFY THAT I HAVE CHECKED THIS PLAT AND THAT IT COMPLIES WITH THE STATE OF IDAHO CODE RELATED TO PLATS AND SURVEYS.

GEORGE A. YERION
PROFESSIONAL LAND SURVEYOR

PLS# _____

DATE _____

ACKNOWLEDGMENT

STATE OF _____ }
COUNTY OF _____ } ss

ON THIS _____ DAY OF _____, 2021, AT _____ M., BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID STATE, PERSONALLY APPEARED GEORGE A. YERION, PERSONALLY KNOWN OR IDENTIFIED TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE ABOVE CERTIFICATE AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME.

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND AND AFFIXED MY OFFICIAL SEAL THE DAY AND YEAR IN THIS CERTIFICATE FIRST ABOVE WRITTEN.

NOTARY PUBLIC _____

RESIDING AT _____

COMMISSION EXPIRES _____

COUNTY TREASURER'S CERTIFICATE

I, _____, COUNTY TREASURER IN AND FOR THE COUNTY OF TWIN FALLS, IDAHO PER THE REQUIREMENTS OF IDAHO CODE 50-1308, DO HEREBY CERTIFY THAT ALL COUNTY PROPERTY TAXES DUE FOR THE PROPERTY INCLUDED IN THIS PLAT HAVE BEEN PAID IN FULL. THIS CERTIFICATION IS VALID FOR THE NEXT THIRTY DAYS ONLY.

COUNTY TREASURER _____

DATE _____

COUNTY RECORDER'S CERTIFICATE

INSTRUMENT NO. _____

STATE OF IDAHO }
COUNTY OF TWIN FALLS } ss

ON THIS _____ DAY OF _____, 2021, AT _____ M., THE FOREGOING PLAT WAS FILED FOR RECORD IN THE OFFICE OF THE RECORDER OF TWIN FALLS COUNTY, IDAHO AND DULY RECORDED IN PLAT BOOK _____, ON PAGE _____.

DEPUTY _____

EX-OFFICIO RECORDER _____



Date: Monday, March 29, 2021
To: Planning and Zoning Commission
From: Nathan Murray, Executive Director

PRESENTATION

Request:

Presentation of the 2020 Annual Report of the Urban Renewal Agency.

Time Estimate:

10 Minutes

Background:

Title 50, Chapter 2006(c) requires that Urban Renewal Agencies operating in Idaho prepare an annual report by March 31st of each year regarding its activities and finances for the preceding calendar year. It was presented and approved by the Urban Renewal Agency of the City of Twin Falls at its Board Meeting on March 8th.

Approval Process:

N/A

Budget Impact:

N/A

Regulatory Impact:

N/A

History:

N/A

Analysis:

N/A

Conclusion:

The report will be filed with the City Clerk. Completion of this process will have the Agency in compliance with the statutory requirements for reporting.

Attachments:

1. 2020 URA Annual Report



2020 Annual Report

Board of Commissioners

January – June 2020

Cindy Bond - Chair
Perri Gardner – Vice Chair
Andy Hohwieler - Secretary
Rudy Ashenbrener
Dexter Ball
Suzzane Cawthra
Doug Vollmer

July – December 2020

Rudy Ashenbrener - Chair
Andy Hohwieler – Vice Chair
Dan Brizee – Secretary
Cindy Bond
Alexandra Caval
Jan Rogers
Doug Vollmer

Staff

Nathan Murray – Executive Director
Lorrie Bauer - Administrative Assistant
Jesse Schuerman - Engineer
Brent Hyatt - Finance

This Annual Report is prepared pursuant to Title 50, Chapter 2006 (c) Idaho Code:

An agency authorized to transact business and exercise powers under this chapter shall file, with the local governing body, on or before March 31 of each year a report of its activities for the preceding calendar year, which report shall include a complete financial statement setting forth its assets, liabilities, income and operating expense as of the end of such calendar year. The agency shall be required to hold a public meeting to report these findings and take comments from the public. At the time of filing the report, the agency shall publish in a newspaper of general circulation in the community a notice to the effect that such report has been filed with the municipality and that the report is available for inspection during business hours in the office of the city clerk or county recorder and in the office of the agency.

Agency Activities for 2020

OneSixty LLC

A large portion of the Agency's time this past year, and a number of Board actions, were required to help further the 160 Main Avenue mixed-use project in 2020 and it finally paid off. As of the time of preparation of this report, the property has been transferred to the new developer and the building is under construction.



The Project, which was moving forward at the start of the new-year, began to be delayed in the spring of 2020 because of the COVID-19 Pandemic and there was difficulty securing the last bit of financing. The Agency stepped in to help negotiate the shared structural improvements with 148 Main Avenue South that were needed before demolition could take place. The Agency also extended the requisite time periods in the development

agreement to allow adequate time for the site preparation, and other improvements that had to take place prior to closing.

The planned \$9m mixed-use project will be 75-feet tall, have 44-units of residential, 11,000 square feet of office, and ground level restaurant/commercial space. The project is anticipated to be completed in the spring of 2022.

Washington Street South Urban Renew District

In January, the Agency completed its work on the creation of a new Revenue Allocation Area for a 98-acre area along Washington Street South between Diamond Avenue West and Park Avenue West. Per an eligibility report, the property was found to have inadequate utilities, access and environmental conditions to capture growth, and a plan was created to remedy these deficiencies through capturing Tax Increment Financing from the expansion of a new dairy processing facility called Gem State Dairy. The plan was filed with the State Tax Commission at the start of the year and Gem State Dairy was moving forward with their project.



In April, as a result of contract losses due to the COVID-19 Pandemic, Gem State Dairy informed the URA that their project was being placed on hold indefinitely. There are no current plans moving forward at this time, but the Allocation Area still exists and can benefit this project, or a new one, at such time as maybe appropriate to move forward.

Property Management

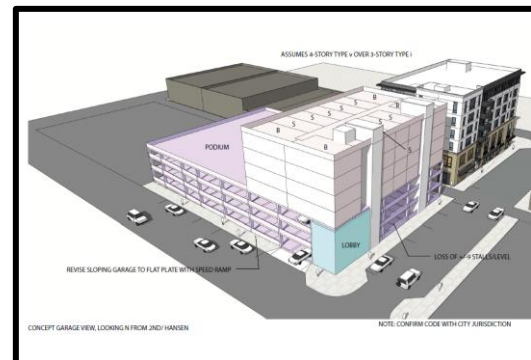
In February, the Board adopted a comprehensive property management policy to guide the Agency in its purchase, management and disposition of land. Subsequently, the Board approved a resolution for the surplus of real property which allows the Agency to more easily sell property that holds no development potential.

Later in the year, the Agency conducted a number of appraisals for property it owns in advance of disposition that will likely take place in the coming year. Currently, the Agency owns 37.14 acres of raw land with a rounded appraised value of \$1.8m. Not all of this property has development potential, but proper management and disposition of this land will be a high priority for the Agency in 2021.

151 2nd Ave South

In March, the Board approved the solicitation of development proposals for City owned property behind the 160 Main development. The RFP that was shared with the public asked for a mixed-use development that included housing, a commercial component, and a structured parking facility.

In May, the Board accepted a response to the RFP from the Galena Fund who plans to act as developer on a proposed 6-story structure that includes 44 residential units, 2700 SF of ground and roof amenities, and three levels of parking. Later the Board authorized an exclusive right to negotiate with Galena. The Agency, the City, and the developer are meeting regularly to solidify the deal points of the project.



Block 133 Development



The Agency owns approximately 0.5 acre of property on Block 133 of the Twin Falls Townsite. In December, the Agency decided to solicit proposals for development, asking for projects that would enhance the educational and cultural assets of the community.

A response was received from the Children's Museum of the Magic Valley, who proposed to build a new 15,000 SF museum that will provide hands-on experiences for learning and creative exploration. The Board voted to accept the response and is preparing to negotiate exclusively with the Museum to develop the site. Supporters of the project are actively raising money to complete the project.

Summary Financial Statements

Table 1
Statement of Net Position
As of September 30, 2019 and 2020

			Percentage Change 2019-2020
	2019	2020	
Current & Other Assets	\$ 6,212,844	\$ 6,041,584	(3%)
Capital Assets	3,640,735	3,150,167	(13%)
Total Assets	9,853,579	9,191,751	(7%)
Long-term Debt Outstanding	66,817,657	62,557,506	(6%)
Other Liabilities	376,653	759,229	102%
Total Liabilities	67,194,310	63,316,735	(6%)
Net Investment in Capital Assets	(55,762,593)	(52,777,746)	
Restricted and Unrestricted	(1,578,138)	(1,347,238)	
Total Net Position	\$ (57,340,731)	\$ (54,124,984)	

Statement of Net Position

The Statement of Net Position reports on the assets and liabilities of the Agency. Notable changes in Net Position value are typically the result of large debt service payments; the timing of large public improvement projects; or the purchase, sale, or contribution of capital assets. This year most of the increase in the Agency's net position can be attributed to a reduction in long-term debt balances.

Table 2
Statement of Activities
For Years Ended September 30, 2019 and 2020

			Percentage Change
	2019	2020	2019-2020
Charges for Services - Rent	\$ 16,000	\$ 16,000	0%
Property Tax Increment	7,748,450	7,722,993	0%
Other Income and Sale of Assets	159,070	(804,500)	(506%)
Investment Earnings	141,967	73,001	(49%)
Total Revenue	8,065,487	7,007,494	(13%)
General Government	291,986	371,675	127%
Community Development	3,586,433	447,518	(88%)
Interest on Long-Term Debt	3,270,715	2,972,555	(9%)
Total Expenses	7,149,134	3,791,748	(47%)
Increase (Decrease) in Net Assets	916,354	3,215,747	
Net Position - Beginning	(58,257,085)	(57,340,731)	
Net Position - Ending	\$ (57,340,731)	\$ (54,124,984)	

Statement of Activities

The Statement of Activities reports on the Agency's operating revenues and expenditures

Revenues

The property tax increment remained stable after a substantial reduction in past years. Both Chobani and Clif Bar had contested the valuations of their properties for property tax purposes. Their successful revaluation of the properties, and resultant lower property taxes, are reflected in the reduced collections beginning in 2019.

Expenses

The Agency did not experience significant project activity during 2020 compared to recent years. The Agency's first revenue allocation area will be terminating soon. Plans are being developed for the remaining real estate parcels and how to liquidate them to best benefit the community.

The full audited financial statements of the Agency are available at Twin Falls City Hall during regular business hours.



Date: Monday, March 29, 2021
To: Honorable Mayor and City Council
From: Mandi Thompson, Assistant to the City Manager

ACTION ITEM

Request:

Request approval of Community Development Block Grant Project List

Time Estimate:

20 minutes

Background:

As a part of the planning process to become a CDBG entitlement community, the City has been working with Mosaic Community Planners on the creation of a Consolidated Plan, Annual Action Plan and Analysis of Impediments to Fair Housing. One of HUDs requirements is that the Consolidated Plan is published and open for a 30-day public comment period. This period is from March 12 - April 12, 2021. The Council must approve the plan prior to submitting it to HUD for approval. We would like to take this opportunity to ensure the thoughts that Council conveyed in November 2020 to staff and Mosaic are included in the project list. It is permissible to change the project list during the 30-day comment period.

Approval Process:

None at this time. The Council will approve the Consolidated Plan and Annual Action Plan prior to submission to HUD. This step is to reiterate the appropriate projects have been included in the plan.

Budget Impact:

None.

Regulatory Impact:

None.

History:

N/A

Analysis:

N/A

Conclusion:

Staff is seeking verification and/or further input on the project list to the be included in the Consolidated Plan and Annual Action Plan.

Attachments:

1. City of Twin Falls CDBG Activities and Projects_2020

Goal	Category	Activities	Amounts
Homelessness Prevention	Homelessness Prevention	Critical temporary assistance for payment of rent or mortgage and utility arrears for COVID-19 affected Twin falls residents.	\$ 90,000.00
Other Critical Public Services		Allocated to specific public service activities as unmet needs are identified. For benefit of COVID affected Twin Falls residents.	\$ 122,725.60
Public Services	Affordable Housing, Childcare, Senior Support, Emergency Rental Assistance	Food security resources for themost vulnerable residents - Meals on Wheels, Twin Falls School District Food Pantry Program	\$ 60,000.00
Public Services	Mental Health	Support to community organizations addressing the youth and adolescent mental health crisis created by COVID-19	\$ 50,000.00
	Adminstration (up 20%)		\$ 80,681.40
\$ 340,897.00	Entitlement		\$ 403,407.00
\$ 403,407.00	CV		

Goal	Category	Activities	Projects	Amounts
Improve older homes and rental units, neighborhood revitalization	Affordable Housing	Rehabilitation of rental and homeowner units; low interest loans and project management ; grant available for those less than 50% of MI; repairs for roofs, water/sewer issues, electrical, plumbing or HVAC, lead paint mitigation	weatherization - SCCAP or IHA 15%	\$ 100,000.00
Increase neighborhood livability	Non-Housing Community Development	Public Infrastructure improvements (sidelwalks, streets, lighting, park improvemetns, ADA accessibility, etc)	sidewalks in LMI neighborhoods according to the Sidewalk Master Plan	\$ 121,584.00
Social Services (15% max)		Social Services	Support services for homeless population, addiction and mental health services, low income medical clinics, domestic violence victims, meals for seniors/disabled	\$ 51,134.00
	Adminstration (up 20%)	Consultant -		\$ 68,179.00
\$ 340,897.00	Entitlement			\$ 340,897.00
\$ 403,407.00	CV			



Date: Monday, March 29, 2021
To: Honorable Mayor and City Council
From: Mandi Thompson, Assistant to the City Manager

ACTION ITEM

Request:

Request approval of two amendments to the master contract between the City of Twin Falls and Pivot North Architects. These document will amend the original contract agreement between Pivot North Architecture and the City of Twin Falls, Idaho for scope, schedule, and budget associated with Twin Falls Fire Station 2 and Twin Falls Fire Station 3.

Time Estimate:

Approximately 10 minutes, plus any additional time needed to address questions presented by Council.

Background:

In December 2020, the City Council approved, and awarded, a master contract between the City of Twin Falls and Pivot North Architects for design and construction management services for the development of the new construction for Twin Falls Fire Station 2, Twin Falls Fire Station 3, Twin Falls Fire Training Center, and a minimal remodel or updates to fire station one.

Over the course of the past several months, representative from the City of Twin Falls and Pivot North Architects have negotiated the contract and possible delivery/construction methods. The City followed the process outlined in Idaho Code section 67-2320 (See Regulations section of this Agenda Statement).

On January 11, 2021, Chief Kenworthy brought the first amendment to this contract to Council. This amendment describes the scope, schedule, and budget associated with the Twin Falls Fire Training Facility. As noted in Chief Kenworthy's presentation, additional amendments and exhibits would be forthcoming for councils review and request for approval. The contract amendments are attached for the Twin Falls City Council's review and consideration.

Fire Chief Les Kenworthy will make a brief presentation to the city council that is intended to help further explain the amendment to the contract.

The contract has been reviewed by Twin Falls City Attorney Shayne Nope.

Approval Process:

If a motion is made, approval is by simple majority vote (50% +1) of the City Council members present.

Budget Impact:

Based on the best and current information, Clint Sievers with Pivot North Architects has estimated the total cost of the recommended project to be 9% for the cost of the work not to exceed the fee schedule attached (2021 Standard Hourly Rate Table). The fire station architectural costs will be included in the overall budget for the project.

Regulatory Impact:

There are some regulations that guide this process. Those regulations include:

Selection of Professional Engineering and Architectural Services: Idaho Code Section 67-2320 (PROFESSIONAL SERVICE CONTRACTS WITH DESIGN PROFESSIONALS, CONSTRUCTION MANAGERS AND PROFESSIONAL LAND SURVEYORS), states that "...all public agencies and political subdivisions of the state of Idaho and their agents shall make selections for professional engineering, architectural, landscape architecture, construction management and professional land surveying services...on the basis of qualifications and demonstrated competence and shall negotiate contracts or agreements for such services on the basis of demonstrated competence and qualifications for the type of services required at fair and reasonable prices."

CM/CQ Process: Idaho Code Section 54-4511 describes how the construction manager/general contractor (CM/GC) service can be used by Idaho localities. This section states "...A licensed construction manager and the firm of which he is a principal or full-time employee may be awarded a contract to act as both construction manager and general contractor provided the construction manager/general contractor has a valid public works contractor license as a general contractor pursuant to section 54-1902, Idaho Code."

History:

N/A

Analysis:

N/A

Conclusion:

Staff recommends Council approve the amendments to the contract for Fire Stations 2 and 3.

Attachments:

1. 2021_0318 TF Fire Amendment 2
2. 2021_0318 TF Fire Amendment 3
3. Original Contract Pivot North Architects

DATE:	March 18, 2021		
PROJECT:	Twin Falls Fire Station 2	PNa PROJECT #:	20-041
ORIGINAL CONTRACT:	AIA Document B133-2019 Standard Form of Agreement Between Owner and Architect, Construction Manager as Constructor Edition, Dated December 14, 2020		

AMENDMENT DESCRIPTION:

This document shall amend the original contract agreement between Pivot North Architecture and the City of Twin Falls, Idaho for scope, schedule, and budget associated with the new Twin Falls Fire Station 2.

PROJECT SCOPE:

Pivot North and the design team will execute design and construction documents necessary to construct the New Twin Falls Fire Station 2. Professional services are consistent with the original contract mentioned above.

- See attached Exhibit B for program.
- The adjusted program consists of 3 drive-through apparatus bays. The third bay and other program elements may be bid as an additive alternate to ensure the project will meet the Owner's budget.

SCHEDULE:

Work on New Twin Falls Fire Station 2 will begin upon execution of this amendment. Design will approximately take 8 months and construction will approximately take 12 months.

OPINION OF COST:

See attached Exhibit C for Opinion of Cost.

PROFESSIONAL SERVICE FEE:

We propose a fixed-fee professional service for the included scope, schedule, and opinion of cost. The fee will be broken down as follows and is consistent with the understanding of the original agreement.

Program confirmation and Master Plan update: \$20,000

A & E Basic Services - \$560,713

- Schematic Design – 25%
- Design Development – 25%
- Construction Documents – 25%
- Construction Administration – 25%

A & E Reimbursable Budget - \$20,000 allowance

Supplemental Services - \$249,206



If this amendment is agreeable, please sign and return a copy for our records. We look forward to working with you on this project.

Clint Sievers, AIA
Principal
Pivot North architecture, PLLC

Travis Rothweiler, City Manager, or
Les Kenworthy, Fire Chief
City of Twin Falls, Idaho





2021 Standard Hourly Rate Table*

Role Description:	Hourly Rate:
Principal Architect	\$170.00
Project Manager	\$145.00
Project Architect	\$135.00
Project Engineer	\$120.00
Senior Project Designer	\$135.00
Project Designer	\$115.00
BIM Manager	\$125.00
Interior Designer	\$105.00
Interior Designer 2	\$100.00
Architectural Intern III	\$110.00
Architectural Intern II	\$105.00
Architectural Intern I	\$100.00
Administrative	\$75.00

In-house reimbursable costs are as follow:

Printing & Reproduction:	
Color print/copy (8.5" x 11", 11"x17")	\$1.00
Black & White print/copy (8.5" x 11", 11"x17")	\$0.08
CD/DVD Duplication	\$20.00
USB Drive Duplication (less than 2GB)	\$10.00
Mileage (per mile and consistent with current IRS rates)	\$0.575
Postage	Cost

Out-of-house reimbursable costs will include a 10% administrative mark-up over actual cost and may include but will not be limited to the following items:

- Reproductions, prints, plots & mounting
- Plan review and application fees
- Meals and approved travel expenses
- Renderings and models
- Outside professional services approved by the client

Copies of all out-of-house reimbursable expense invoices will be included with Pivot North's invoice to the client.

* Rates shall be reviewed and may be adjusted per annum

Exhibit B

Twin Falls Fire Department
Programming Workshop
January 28, 2021

[illegible]

PROJECT:	Twin Falls Station 2		
CLIENT:	City of Twin Falls Idaho		
PHASE:	Programming		Date: 3/18/21
PROJECT ENTITIES:		TYPE: SQ. FOOTAGE:	Version: V3
New Station	New Construction	12,843	
	Total SqFt:	12,843	

BUDGET	FUNDING	UNDER/OVER
\$ 7,581,177.41	\$ -	\$ -

CONSTRUCTION COSTS (HARD COSTS) - Includes GC General Conditions, Overhead, and Profit

	UNITS	BUDGET COST	NOTES
New Construction		\$ 5,394,060	
Cost per Square Foot:	\$ 420		new station - based on Meridian 6 costs
Site Development	allow.	\$ -	included above
Site Utilities	allow.	\$ -	included above
Off-Site Development	allow.		included above
Off-Site Utilities	allow.		included above
Subtotal Anticipated Construction Costs		\$ 5,394,060	
Escalation Allowance	10.0%	\$ 539,406	2022 Construction
CM/GC Fee	0.0%	\$ -	included above
Construction Contingency	0.0%	\$ -	included above
Design Contingency	5.0%	\$ 296,673	E/O
Total Anticipated Construction Costs - Escalated		\$ 6,230,139	

PROJECT EXPENSES (SOFT COSTS)

	UNITS	BUDGET COST	NOTES
Predesign/Programming	allow.	\$ 20,000	master plan update
CMGC Preconstruction Services	allow.	\$ 5,000	By City
CMGC Bond	allow.	\$ -	in construction number
Builders Risk Insurance	allow.	\$ -	in construction number
A&E Basic Services	9.0%	\$ 560,713	
A&E Reimbursable Budget	allow.	\$ 20,000	
Supplemental Services	4.0%	\$ 249,206	
Interior Design	0.0%	\$ -	included above
Civil Engineering	0.0%	\$ -	included above
Final Plat Services	allow.	\$ 10,000	allowance
Landscape Architect	0.0%	\$ -	included above
Geotechnical Engineering	allow.	\$ 5,400	base off MFD 6
Site Survey	allow.	\$ 5,720	base off MFD 6
Telecom/Audiovisual	allow.	\$ -	conduit/raceway in const., equip in FFE
Alerting System	allow.	\$ 80,000	base off MFD 6
Security	allow.	\$ -	included in Alerting System allowance
Renderings/Models		\$ 5,000	
As-Constructed Record Drawings		\$ 5,000	
Land Acquisition		\$ -	by City
Realtor and Legal Fees		\$ -	By City
Bond or Financing Costs		\$ -	By City
Legal Fees		\$ -	By City
Impact Fees		\$ -	By City
Permit Fees	0.0%	\$ -	By City
Utility Fees		\$ -	By City
Plan Check Fees		\$ -	By City
Development Fees		\$ -	By City
FF&E	allow.	\$ 250,000	Allowance By City
Testing and Inspection Services during	allow.	\$ 25,000	base off MFD 6, allowance by City
Commissioning - Independent Agent	allow.	\$ 10,000	required by code, allowance by City
Utility - Tap fees and Capacity Charges	allow.	\$ 100,000	By City and base off MFD 6- Idaho Power
Total Anticipated Soft Costs		\$ 1,351,038	
Subtotal Construction Costs and Project Expenses		\$ 7,581,177	
Overall Project Contingency	0.0%	\$ -	
PROJECT BUDGET		\$ 7,581,177	
PROJECT CONSTRUCTION COST PER SQFT		\$ 485.10	
PROJECT TOTAL COST PER SQFT		\$ 590.30	

DATE:	March 18, 2021		
PROJECT:	Twin Falls Fire Station 3	PNa PROJECT #:	20-042
ORIGINAL CONTRACT:	AIA Document B133-2019 Standard Form of Agreement Between Owner and Architect, Construction Manager as Constructor Edition, Dated December 14, 2020		

AMENDMENT DESCRIPTION:

This document shall amend the original contract agreement between Pivot North Architecture and the City of Twin Falls, Idaho for scope, schedule, and budget associated with the new Twin Falls Fire Station 3.

PROJECT SCOPE:

Pivot North and the design team will execute design and construction documents necessary to construct the New Twin Falls Fire Station 3. Professional services are consistent with the original contract mentioned above.

- See attached Exhibit B for program.

SCHEDULE:

Work on New Twin Falls Fire Station 3 will begin upon execution of this amendment and will be coordinated with Station 2 schedule. Design will approximately take 8 months and construction will approximately take 12 months.

OPINION OF COST:

See attached Exhibit C for Opinion of Cost.

PROFESSIONAL SERVICE FEE:

We propose a fixed-fee professional service for the included scope, schedule, and opinion of cost. The fee will be broken down as follows and is consistent with the understanding of the original agreement.

Program confirmation and Master Plan update: \$20,000

A & E Basic Services - \$443,357

- Schematic Design – 25%
- Design Development – 25%
- Construction Documents – 25%
- Construction Administration – 25%

A & E Reimbursable Budget - \$20,000 allowance

Supplemental Services - \$197,048



If this amendment is agreeable, please sign and return a copy for our records. We look forward to working with you on this project.

Clint Sievers, AIA
Principal
Pivot North architecture, PLLC

Travis Rothweiler, City Manager, or
Les Kenworthy, Fire Chief
City of Twin Falls, Idaho





2021 Standard Hourly Rate Table*

Role Description:	Hourly Rate:
Principal Architect	\$170.00
Project Manager	\$145.00
Project Architect	\$135.00
Project Engineer	\$120.00
Senior Project Designer	\$135.00
Project Designer	\$115.00
BIM Manager	\$125.00
Interior Designer	\$105.00
Interior Designer 2	\$100.00
Architectural Intern III	\$110.00
Architectural Intern II	\$105.00
Architectural Intern I	\$100.00
Administrative	\$75.00

In-house reimbursable costs are as follow:

Printing & Reproduction:	
Color print/copy (8.5" x 11", 11"x17")	\$1.00
Black & White print/copy (8.5" x 11", 11"x17")	\$0.08
CD/DVD Duplication	\$20.00
USB Drive Duplication (less than 2GB)	\$10.00
Mileage (per mile and consistent with current IRS rates)	\$0.575
Postage	Cost

Out-of-house reimbursable costs will include a 10% administrative mark-up over actual cost and may include but will not be limited to the following items:

- Reproductions, prints, plots & mounting
- Plan review and application fees
- Meals and approved travel expenses
- Renderings and models
- Outside professional services approved by the client

Copies of all out-of-house reimbursable expense invoices will be included with Pivot North's invoice to the client.

* Rates shall be reviewed and may be adjusted per annum

Exhibit B

Twin Falls Fire Department
Programming Workshop
January 28, 2021

Operations

Apparatus Bay	6,120	4,800	3,400	1,932	4,320
Decon	110	260	260		110
Shop	140	140	140	124	100
Air Room	120	120	120		
Fill Station					80
Clean Project Room	200	-	-		-
App Bay Restroom	64	64	64		64
Bunker Gear Storage	323	340	255		255
Snow Removal Equipment Sto.	80				80
General Storage	200	200	200		120
App Bay Janitorial	64	64	64		64
Spinkler / Compressor Room	60	60	60		60
Foam Storage				228	
Hose Storage		22			
Mezzanine Storage					
Subtotal	7,481	6,070	4,563	2,284	5,253

Living Quarters

Individual Sleep Rooms	1,152	720	720	288	864
Lockers					
Individual Restroom/Showers	384	288	288	88	288
Kitchen	360	280	225		280
Dining	360	272	225		272
Dayroom	576	468	375		468
Fitness	640	640	640		640
Laundry	120	120	120		120
Linen / Towel Storage Closet					
Janitorial	64	64	64		64
Subtotal	3,656	2,852	2,657	376	2,996

Public and Front of the House

Public Lobby	240	150	150		240
Public Restrooms	128	64	64		128
Community Room	400	-	-		-
Community / Training Room	-	-	-		400
Community Storage					
Firefighter Work Area	468	468	350	360	468
Station Captain - Office	174	120	120		174
Station Captain - Sleep Room	90				90
Restroom/Shower - Captain & FF Work Area	96				96
Battalion Chief - Office	222	120	-		-
Battalion Chief - Sleep Room	90	120			
Battalion Chief - Restroom/Shower	96	90			
Administrative Assistant	100	-	-		-
Fire Marshal	168	-	-		-
Deputy Chief	168	-	-		-
Fire Chief	216	-	-		-
(2) Training Officers	-	-	-		-
Office - Growth	336	-	-		-
Copy / Supplies / Storage	192			64	
Radio Desk					
Conference Room					
Communications Room (IS)	100	100	100		100
Subtotal	3,284	1,232	784	424	1,696

Subtotal	14,421	10,154	8,004	3,084	9,945
Allowance for Mechanical / Electrical	10% 1,442	1,015	800	308	995
Allowance for Circulation	15% 2,163	1,523	1,201	463	1,492

Total Anticipated Base Square Footage

18,026

12,693

10,005

3,855

12,431

9,697

8,377

11,997

10,574

Training Components, if elected

Training Room	884				
Training Room Storage	144				
Training Room Restrooms	372				
Allowance for Mechanical / Electrical	10% 140	-	-	-	-
Allowance for Circulation	15% 210	-	-	-	-
Subtotal	1,750	-	-	-	-

EMS Components, if elected

(2) Individual Sleep Rooms	288			-	288
(1) Individual Restroom/Showers	96			-	96
Increased size of Kitchen (45sf/pp)	90			-	90
Increased size of Dining (45sf/pp)	90			-	90
Increased size of Dayroom (75sf/pp)	150			-	150
EMS Storage & Supplies	120	120	120	-	120
EMS Office & Work Area	250			-	250
Allowance for Mechanical / Electrical	10% 108	12	12	-	108
Allowance for Circulation	15% 163	18	18	-	163
Subtotal	1,355	150	150	-	1,355

Police Micro-Station, if elected

Police Office & Work Area	-	-	-	-	-
Allowance for Mechanical / Electrical	10% -	-	-	-	-
Allowance for Circulation	15% -	-	-	-	-
Subtotal	-	-	-	-	-

Total Square Footage, including ALL Alternates
GROSS Square Footage

21,131

12,843

10,155

3,855

13,786

9,697

8,377

12,141

10,667

9,347

10,574

Station 1 (Headquarters)	Station 2 (Training)	Station 3	Station 4 (ARFF)	Station 5	MFD 6	CFD 3	Olympia 4	VRFA 33
2nd Avenue and Jerome	Washington and Cheney	Washington and Orchard	Airport	Filer and Hankins				

VRFA- sq.ft includes bunker gear/EMS Storage/rac

CFD- plus hose storage

CFD- Dining plus Day

CFD- Laundry and Janitorial

Olympia- comm and electrical is together

Exhibit C

PIVOT NORTH architecture

OPINION OF COST PROJECT BUDGET

PROJECT:	Twin Falls Station 3		
CLIENT:	City of Twin Falls Idaho		
PHASE:	Programming		Date: 3/18/21
PROJECT ENTITIES:		TYPE: SQ. FOOTAGE:	Version: V3
New Station	New Construction	10,155	
Total SqFt:		10,155	

BUDGET	FUNDING	UNDER/OVER
\$ 6,107,715.27	\$ -	\$ -

CONSTRUCTION COSTS (HARD COSTS) - Includes GC General Conditions, Overhead, and Profit

	UNITS	BUDGET COST	NOTES
New Construction		\$ 4,265,100	
Cost per Square Foot:	\$ 420		new station - based on Meridian 6 costs
Site Development	allow.	\$ -	included above
Site Utilities	allow.	\$ -	included above
Off-Site Development	allow.		included above
Off-Site Utilities	allow.		included above
Subtotal Anticipated Construction Costs		\$ 4,265,100	
Escalation Allowance	10.0%	\$ 426,510	2022 Construction
CM/GC Fee	0.0%	\$ -	included above
Construction Contingency	0.0%	\$ -	included above
Design Contingency	5.0%	\$ 234,581	E/O
Total Anticipated Construction Costs - Escalated		\$ 4,926,191	

PROJECT EXPENSES (SOFT COSTS)

	UNITS	BUDGET COST	NOTES
Predesign/Programming	allow.	\$ 20,000	master plan update
CMGC Preconstruction Services	allow.	\$ 5,000	By City
CMGC Bond	allow.	\$ -	in construction number
Builders Risk Insurance	allow.	\$ -	in construction number
A&E Basic Services	9.0%	\$ 443,357	
A&E Reimbursable Budget	allow.	\$ 20,000	
Supplemental Services	4.0%	\$ 197,048	
Interior Design	0.0%	\$ -	included above
Civil Engineering	0.0%	\$ -	included above
Final Plat Services	allow.	\$ 10,000	allowance
Landscape Architect	0.0%	\$ -	included above
Geotechnical Engineering	allow.	\$ 5,400	base off MFD 6
Site Survey	allow.	\$ 5,720	base off MFD 6
Telecom/Audiovisual	allow.	\$ -	conduit/raceway in const., equip in FFE
Alerting System	allow.	\$ 80,000	base off MFD 6
Security	allow.	\$ -	included in Alerting System allowance
Renderings/Models		\$ 5,000	
As-Constructed Record Drawings		\$ 5,000	
Land Acquisition		\$ -	by City
Realtor and Legal Fees		\$ -	By City
Bond or Financing Costs		\$ -	By City
Legal Fees		\$ -	By City
Impact Fees		\$ -	By City
Permit Fees	0.0%	\$ -	By City
Utility Fees		\$ -	By City
Plan Check Fees		\$ -	By City
Development Fees		\$ -	By City
FF&E	allow.	\$ 250,000	Allowance By City
Testing and Inspection Services during	allow.	\$ 25,000	base off MFD 6, allowance by City
Commissioning - Independent Agent	allow.	\$ 10,000	required by code, allowance by City
Utility - Tap fees and Capacity Charges	allow.	\$ 100,000	By City and base off MFD 6- Idaho Power
Total Anticipated Soft Costs		\$ 1,181,525	
Subtotal Construction Costs and Project Expenses		\$ 6,107,715	
Overall Project Contingency	0.0%	\$ -	
PROJECT BUDGET		\$ 6,107,715	
PROJECT CONSTRUCTION COST PER SQFT		\$ 485.10	
PROJECT TOTAL COST PER SQFT		\$ 601.45	

AIA® Document B133™ – 2019

Standard Form of Agreement Between Owner and Architect, Construction Manager as Constructor Edition

AGREEMENT made as of the Fourteenth day of December in the year Two-Thousand and Twenty

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

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

City of Twin Falls
c/o Twin Falls Fire Department
345 2nd Ave E.
Twin Falls, ID 83301

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

Pivot North Architecture, PLLC
1101 W. Grove Street Suite 101
Boise, ID 83702
(208)690-3108

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

New Construction and Remodels for Twin Falls Fire Stations and Twin Falls Fire Training Locations are to be determined by the City of Twin Falls
This will serve as the master agreement between the City of Twin Falls and Pivot North, PLLC. The terms included herein will apply to each project. Individual amendments will be executed as exhibits to the agreement to represent the scope of work, schedule, and compensation applicable for each project.

The Construction Manager (if known):
(Name, legal status, address, and other information)

To be determined

The Owner and Architect agree as follows.

ADDITIONS AND DELETIONS:

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

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

This document is intended to be used in conjunction with AIA Documents A201–2017™, General Conditions of the Contract for Construction; A133–2019™ Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price; and A134–2019™ Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee without a Guaranteed Maximum Price. AIA Document A201™–2017 is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

Init.

TABLE OF ARTICLES

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13	SCOPE OF THE AGREEMENT

ARTICLE 1 INITIAL INFORMATION

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

(For each item in this section, insert the information or a statement such as "not applicable" or "unknown at time of execution.")

§ 1.1.1 The Owner's program for the Project:

(Insert the Owner's program, identify documentation that establishes the Owner's program, or state the manner in which the program will be developed.)

The initial program was developed as part of the programming and master plan scope of work in 2017/2018. Upon execution of this agreement, program information will be reconfirmed and adjusted to meet the City's goals prior to proceeding into design and construction phases.

§ 1.1.2 The Project's physical characteristics:

(Identify or describe pertinent information about the Project's physical characteristics, such as size; location; dimensions; geotechnical reports; site boundaries; topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site, etc.)

To be determined

§ 1.1.3 The Owner's budget for the Cost of the Work, as defined in Section 6.1:

(Provide total and, if known, a line item breakdown.)

to be determined

§ 1.1.4 The Owner's anticipated design and construction milestone dates:

.1 Design phase milestone dates, if any:

To be determined

Init.

.2 Construction commencement date:

To be determined

.3 Substantial Completion date or dates:

To be determined

.4 Other milestone dates:

§ 1.1.5 The Owner intends to retain a Construction Manager pursuant to the following agreement:

(Indicate agreement type.)

☒ AIA Document A133–2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price.

☐ AIA Document A134–2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee without a Guaranteed Maximum Price.

§ 1.1.6 The Owner's requirements for accelerated or fast-track design and construction, or phased construction are set forth below:

(List number and type of bid/procurement packages.)

None identified at time of contract

§ 1.1.7 The Owner's anticipated Sustainable Objective for the Project:

(Identify and describe the Owner's Sustainable Objective for the Project, if any.)

§ 1.1.7.1 If the Owner identifies a Sustainable Objective, the Owner and Architect shall complete and incorporate AIA Document E234™–2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, into this Agreement to define the terms, conditions and services related to the Owner's Sustainable Objective. If E234–2019 is incorporated into this Agreement, the Owner and Architect shall incorporate the completed E234–2019 into the agreements with the consultants and contractors performing services or Work in any way associated with the Sustainable Objective.

§ 1.1.8 The Owner identifies the following representative in accordance with Section 5.4:

(List name, address, and other contact information.)

Travis Rothweiler or Les Kenworthy
The City of Twin Falls
c/o Twin Falls Fire Department
345 2nd Ave E.
Twin Falls, ID 83301

§ 1.1.9 The persons or entities, in addition to the Owner's representative, who are required to review the Architect's submittals to the Owner are as follows:

(List name, address, and other contact information.)

Init.

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User Notes:

(1165641335)

NA

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

- .1 Construction Manager:
(The Construction Manager is identified on the cover page. If a Construction Manager has not been retained as of the date of this Agreement, state the anticipated date of retention. If the Architect is to assist the Owner in selecting the Construction Manager, complete Section 4.1.1.1)
- .2 Land Surveyor:

TBD
- .3 Geotechnical Engineer:

TBD
- .4 Civil Engineer:

TBD
- .5 Other consultants and contractors:
(List any other consultants and contractors retained by the Owner.)

§ 1.1.11 The Architect identifies the following representative in accordance with Section 2.4:
(List name, address, and other contact information.)

Pivot North Architecture
Clint Sievers
1101 W Grove Street Suite 101
Boise, ID 83702
(208)690-3108
clint@pivotnorthdesign.com

§ 1.1.12 The Architect shall retain the consultants identified in Sections 1.1.12.1 and 1.1.12.2:
(List name, legal status, address, and other contact information.)

§ 1.1.12.1 Consultants retained under Basic Services:

- .1 Structural Engineer:

Init.

TBD

.2 Mechanical Engineer:

TBD

.3 Electrical Engineer:

TBD

§ 1.1.12.2 Consultants retained under Supplemental Services:

Associate Architect:
Rice Fergus Miller, Inc.
275 5th Street Suite 100
Bremerton, WA 98337

§ 1.1.13 Other Initial Information on which the Agreement is based:

§ 1.2 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that the Initial Information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the Architect's services, schedule for the Architect's services, and the Architect's compensation. The Owner shall adjust the Owner's budget for the Cost of the Work and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

§ 1.3 The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. The parties will use AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

§ 1.3.1 Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202™–2013, Project Building Information Modeling Protocol Form, shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

Init.

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User Notes:

(1165641335)

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide professional services as set forth in this Agreement. The Architect represents that it is properly licensed in the jurisdiction where the Project is located to provide the services required by this Agreement, or shall cause such services to be performed by appropriately licensed design professionals.

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

§ 2.3 The Architect shall provide its services in conjunction with the services of a Construction Manager as described in the agreement identified in Section 1.1.5. The Architect shall not be responsible for actions taken by the Construction Manager.

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

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

§ 2.6 **Insurance.** The Architect shall maintain the following insurance until termination of this Agreement. If any of the requirements set forth below are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect as set forth in Section 11.9.

§ 2.6.1 Commercial General Liability with policy limits of not less than two-million dollars (\$ 2,000,000) for each occurrence and four-million dollars (\$ 4,000,000) in the aggregate for bodily injury and property damage.

§ 2.6.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Architect with policy limits of not less than one-million dollars (\$ 1,000,000) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

§ 2.6.3 The Architect may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 2.6.1 and 2.6.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ 2.6.4 Workers' Compensation at statutory limits.

§ 2.6.5 Employers' Liability with policy limits not less than one-million dollars (\$ 1,000,000) each accident, one-million dollars (\$ 1,000,000) each employee, and one-million dollar (\$ 1,000,000) policy limit.

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

§ 2.6.7 **Additional Insured Obligations.** To the fullest extent permitted by law, the Architect shall cause the primary and excess or umbrella policies for Commercial General Liability and Automobile Liability to include the Owner as an additional insured for claims caused in whole or in part by the Architect's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations.

§ 2.6.8 The Architect shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 2.6.

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

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

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

§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner, the Construction Manager, and the Owner's consultants. The Architect shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of, services and information furnished by the Owner, the Construction Manager, and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission, or inconsistency in such services or information.

§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit, for the Construction Manager's review and the Owner's approval, a schedule for the performance of the Architect's services. The schedule shall include design phase milestone dates, as well as the anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review, for the Construction Manager's review, for the performance of the Construction Manager's Preconstruction Phase services, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

§ 3.1.4 The Architect shall submit information to the Construction Manager and participate in developing and revising the Project schedule as it relates to the Architect's services. The Architect shall review and approve, or take other appropriate action upon, the portion of the Project schedule relating to the performance of the Architect's services.

§ 3.1.5 The Architect shall not be responsible for an Owner's directive or substitution, or for the Owner's acceptance of non-conforming work, made or given without the Architect's written approval.

§ 3.1.6 The Architect shall, in coordination with the Construction Manager, contact governmental authorities required to approve the Construction Documents and entities providing utility services to the Project. The Architect shall respond to applicable design requirements imposed by those authorities and entities.

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

§ 3.1.8 Prior to the Owner's acceptance of the Construction Manager's Guaranteed Maximum Price proposal, or the Owner's approval of the Construction Manager's Control Estimate, as applicable, the Architect shall consider the Construction Manager's requests for substitutions and, upon written request of the Construction Manager, provide clarification or interpretations pertaining to the Drawings, Specifications, and other documents submitted by the Architect. The Architect and Construction Manager shall include the Owner in communications related to substitution requests, clarifications, and interpretations.

§ 3.2 Review of the Construction Manager's Guaranteed Maximum Price Proposal or Control Estimate

§ 3.2.1 At a time to be mutually agreed upon by the Owner and the Construction Manager, the Construction Manager shall prepare, for review by the Owner and Architect, and for the Owner's acceptance or approval, a Guaranteed Maximum Price proposal or Control Estimate. The Architect shall assist the Owner in reviewing the Construction Manager's proposal or estimate. The Architect's review is not for the purpose of discovering errors, omissions, or inconsistencies; for the assumption of any responsibility for the Construction Manager's proposed means, methods, sequences, techniques, or procedures; or for the verification of any estimates of cost or estimated cost proposals. In the event that the Architect discovers any inconsistencies or inaccuracies in the information presented, the Architect shall promptly notify the Owner and Construction Manager.

§ 3.2.2 Upon authorization by the Owner, and subject to Section 4.2.1.14, the Architect shall update the Drawings, Specifications, and other documents to incorporate the agreed upon assumptions and clarifications contained in the Guaranteed Maximum Price Amendment or Control Estimate.

§ 3.3 Schematic Design Phase Services

§ 3.3.1 The Architect shall review the program, and other information furnished by the Owner and Construction Manager, and shall review laws, codes, and regulations applicable to the Architect's services.

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

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

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

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

§ 3.3.5.1 The Architect shall consider sustainable design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain more advanced sustainable design services as a Supplemental Service under Section 4.1.

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

§ 3.3.6 The Architect shall submit the Schematic Design Documents to the Owner and the Construction Manager. The Architect shall meet with the Construction Manager to review the Schematic Design Documents.

§ 3.3.7 Upon receipt of the Construction Manager's review comments and cost estimate at the conclusion of the Schematic Design Phase, the Architect shall take action as required under Section 6.4, and request the Owner's approval of the Schematic Design Documents. If revisions to the Schematic Design Documents are required to comply with the Owner's budget for the Cost of the Work at the conclusion of the Schematic Design Phase, the Architect shall incorporate the required revisions in the Design Development Phase.

§ 3.3.8 In the further development of the Drawings and Specifications during this and subsequent phases of design, the Architect shall be entitled to rely on the accuracy of the estimates of the Cost of the Work, which are to be provided by the Construction Manager under the Construction Manager's agreement with the Owner.

§ 3.4 Design Development Phase Services

§ 3.4.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Construction Manager's review and the Owner's approval. The Design Development Documents shall be based upon information provided, and estimates prepared by, the Construction Manager and shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building

systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and other appropriate elements. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish in general their quality levels.

§ 3.4.2 Prior to the conclusion of the Design Development Phase, the Architect shall submit the Design Development Documents to the Owner and the Construction Manager. The Architect shall meet with the Construction Manager to review the Design Development Documents.

§ 3.4.3 Upon receipt of the Construction Manager's information and estimate at the conclusion of the Design Development Phase, the Architect shall take action as required under Sections 6.5 and 6.6 and request the Owner's approval of the Design Development Documents.

§ 3.5 Construction Documents Phase Services

§ 3.5.1 Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Construction Manager's review and the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels and performance criteria of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that, in order to perform the Work, the Construction Manager will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

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

§ 3.5.3 During the development of the Construction Documents, if requested by the Owner, the Architect shall assist the Owner and Construction Manager in the development and preparation of (1) the Conditions of the Contract for Construction (General, Supplementary and other Conditions) and (2) a project manual that includes the Conditions of the Contract for Construction and Specifications, and may include sample forms.

§ 3.5.4 Prior to the conclusion of the Construction Documents Phase, the Architect shall submit the Construction Documents to the Owner and the Construction Manager. The Architect shall meet with the Construction Manager to review the Construction Documents.

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

§ 3.6 Construction Phase Services

§ 3.6.1 General

§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Construction Manager as set forth below and in AIA Document A201™–2017, General Conditions of the Contract for Construction. If the Owner and Construction Manager modify AIA Document A201–2017, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement. The term "Contractor" as used in A201-2017 shall mean the Construction Manager.

§ 3.6.1.2 Subject to Section 4.2, the Architect's responsibility to provide Construction Phase Services commences upon the Owner's acceptance of the Construction Manager's Guaranteed Maximum Price proposal, the Owner's approval of the Construction Manager's Control Estimate, or by a written agreement between the Owner and Construction Manager which sets forth a description of the Work to be performed by the Construction Manager prior to such acceptance or approval. Subject to Section 4.2, and except as provided in Section 3.6.6.5, the Architect's responsibility to provide Construction Phase Services terminates on the date the Architect issues the final Certificate for Payment.

§ 3.6.1.3 The Architect shall advise and consult with the Owner and Construction Manager during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be

responsible for the Construction Manager's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Construction Manager or of any other persons or entities performing portions of the Work.

§ 3.6.2 Evaluations of the Work

§ 3.6.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.2.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Construction Manager, and (3) defects and deficiencies observed in the Work.

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

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

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

§ 3.6.2.5 Unless the Owner and Construction Manager designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201–2017, the Architect shall render initial decisions on Claims between the Owner and Construction Manager as provided in the Contract Documents.

§ 3.6.3 Certificates for Payment to Construction Manager

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

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

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

§ 3.6.4 Submittals

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

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

§ 3.6.4.3 If the Contract Documents specifically require the Construction Manager to provide professional design services or certifications by a design professional related to systems, materials, or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review and take appropriate action on Shop Drawings and other submittals related to the Work designed or certified by the Construction Manager's design professional, provided the submittals bear such professional's seal and signature when submitted to the Architect. The Architect's review shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect shall be entitled to rely upon, and shall not be responsible for, the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals.

§ 3.6.4.4 Subject to Section 4.2, the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth, in the Contract Documents, the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to the requests for information.

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

§ 3.6.5 Changes in the Work

§ 3.6.5.1 The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to Section 4.2, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

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

§ 3.6.6 Project Completion

§ 3.6.6.1 The Architect shall:

- .1 conduct inspections to determine the date or dates of Substantial Completion and the date of final completion;
- .2 issue Certificates of Substantial Completion;
- .3 forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and received from the Construction Manager; and
- .4 issue a final Certificate for Payment based upon a final inspection indicating that, to the best of the Architect's knowledge, information, and belief, the Work complies with the requirements of the Contract Documents.

§ 3.6.6.2 The Architect's inspections shall be conducted with the Owner to (1) check conformance of the Work with the requirements of the Contract Documents and (2) verify the accuracy and completeness of the list submitted by the Construction Manager of Work to be completed or corrected.

§ 3.6.6.3 When Substantial Completion has been achieved, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Construction Manager, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

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

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

ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES

§ 4.1 Supplemental Services

§ 4.1.1 The services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Supplemental Services only if specifically designated in the table below as the Architect's responsibility, and the Owner shall compensate the Architect as provided in Section 11.2. Unless otherwise specifically addressed in this Agreement, if neither the Owner nor the Architect is designated, the parties agree that the listed Supplemental Service is not being provided for the Project.

(Designate the Architect's Supplemental Services and the Owner's Supplemental Services required for the Project by indicating whether the Architect or Owner shall be responsible for providing the identified Supplemental Service. Insert a description of the Supplemental Services in Section 4.1.2 below or attach the description of services as an exhibit to this Agreement.)

Supplemental Services	Responsibility (Architect, Owner, or not provided)
§ 4.1.1.1 Assistance with Selection of Construction Manager	Architect
§ 4.1.1.2 Programming	Architect
§ 4.1.1.3 Multiple Preliminary Designs	NP
§ 4.1.1.4 Measured drawings	NP
§ 4.1.1.5 Existing facilities surveys	NP
§ 4.1.1.6 Site evaluation and planning	NP
§ 4.1.1.7 Building Information Model management responsibilities	NP
§ 4.1.1.8 Development of Building Information Models for post construction use	NP
§ 4.1.1.9 Civil engineering	Architect
§ 4.1.1.10 Landscape design	Architect
§ 4.1.1.11 Architectural interior design	Architect
§ 4.1.1.12 Value analysis	NP
§ 4.1.1.13 Cost estimating	NP
§ 4.1.1.14 On-site project representation	NP
§ 4.1.1.15 Conformed documents for construction	NP
§ 4.1.1.16 As-designed record drawings	NP
§ 4.1.1.17 As-constructed record drawings	NP
§ 4.1.1.18 Post-occupancy evaluation	NP
§ 4.1.1.19 Facility support services	NP
§ 4.1.1.20 Tenant-related services	NP
§ 4.1.1.21 Architect's coordination of the Owner's consultants	NP
§ 4.1.1.22 Telecommunications/data design	NP
§ 4.1.1.23 Security evaluation and planning	NP
§ 4.1.1.24 Commissioning	NP
§ 4.1.1.25 Sustainable Project Services pursuant to Section 4.1.3	NP
§ 4.1.1.26 Historic preservation	NP
§ 4.1.1.27 Furniture, furnishings, and equipment design	NP
§ 4.1.1.28 Other services provided by specialty Consultants	NP
§ 4.1.1.29 Other Supplemental Services	NP

§ 4.1.2 Description of Supplemental Services

§ 4.1.2.1 A description of each Supplemental Service identified in Section 4.1.1 as the Architect's responsibility is provided below.

(Describe in detail the Architect's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit. The AIA publishes a number of Standard Form of Architect's Services documents that can be included as an exhibit to describe the Architect's Supplemental Services.)

4.1.1.1 – The architect will assist in selection of the CM/GC

4.1.1.2 – The architect will work with the Owner to confirm the program for each project upon approval.

4.1.1.9 – As a supplemental service the architect will carry the civil engineering scope of work.

4.1.1.10 – As a supplemental service the architect will carry the landscape architect scope of work.

4.1.1.11 – As a supplemental service the architect will carry the interior design scope of work.

§ 4.1.2.2 A description of each Supplemental Service identified in Section 4.1.1 as the Owner's responsibility is provided below.

(Describe in detail the Owner's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit.)

§ 4.1.3 If the Owner identified a Sustainable Objective in Article 1, the Architect shall provide, as a Supplemental Service, the Sustainability Services required in AIA Document E234™–2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, attached to this Agreement. The Owner shall compensate the Architect as provided in Section 11.2.

§ 4.2 Architect's Additional Services

The Architect may provide Additional Services after execution of this Agreement without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.2 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule.

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

- .1 Services necessitated by a change in the Initial Information, previous instructions or recommendations given by the Construction Manager or the Owner, approvals given by the Owner, or a material change in the Project including size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or bid packages in addition to those listed in Section 1.1.6;
- .2 Making revisions in Drawings, Specifications, or other documents (as required pursuant to Section 6.7), when such revisions are required because the Construction Manager's estimate of the Cost of the Work, Guaranteed Maximum Price proposal, or Control Estimate exceeds the Owner's budget, except where such excess is due to changes initiated by the Architect in scope, capacities of basic systems, or the kinds and quality of materials, finishes, or equipment;
- .3 Services necessitated by the enactment or revision of codes, laws, or regulations, including changing or editing previously prepared Instruments of Service;
- .4 Changing or editing previously prepared Instruments of Service necessitated by official interpretations of applicable codes, laws or regulations that are either (a) contrary to specific interpretations by the applicable authorities having jurisdiction made prior to the issuance of the building permit, or (b) contrary to requirements of the Instruments of Service when those Instruments of Service were prepared in accordance with the applicable standard of care;
- .5 Services necessitated by decisions of the Owner or Construction Manager not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;
- .6 Preparing digital models or other design documentation for transmission to the Owner's consultants and contractors, or to other Owner- authorized recipients;
- .7 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner or Construction Manager;
- .8 Preparation for, and attendance at, a public presentation, meeting or hearing;
- .9 Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
- .10 Consultation concerning replacement of Work resulting from fire or other cause during construction; or
- .11 Assistance to the Initial Decision Maker, if other than the Architect;
- .12 Services necessitated by replacement of the Construction Manager or conversion of the Construction Manager as constructor project delivery method to an alternative project delivery method;
- .13 Services necessitated by the Owner's delay in engaging the Construction Manager;
- .14 Making revisions to the Drawings, Specifications, and other documents resulting from agreed-upon assumptions and clarifications included in the Guaranteed Maximum Price Amendment or Control Estimate; and
- .15 Making revisions to the Drawings, Specifications, and other documents resulting from substitutions included in the Guaranteed Maximum Price Amendment or Control Estimate.

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§ 4.2.2 To avoid delay in the Construction Phase, the Architect shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If, upon receipt of the Architect's notice, the Owner determines that all or parts of the services are not required, the Owner shall give prompt written notice to the Architect of the Owner's determination. The Owner shall compensate the Architect for the services provided prior to the Architect's receipt of the Owner's notice:

- .1 Reviewing a Construction Manager's submittal out of sequence from the submittal schedule approved by the Architect;
- .2 Responding to the Construction Manager's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Construction Manager from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Construction Manager-prepared coordination drawings, or prior Project correspondence or documentation;
- .3 Preparing Change Orders, and Construction Change Directives that require evaluation of the Construction Manager's proposals and supporting data, or the preparation or revision of Instruments of Service;
- .4 Evaluating an extensive number of Claims as the Initial Decision Maker; or
- .5 Evaluating substitutions proposed by the Owner or Construction Manager and making subsequent revisions to Instruments of Service resulting therefrom.

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

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

§ 4.2.4 Except for services required under Section 3.6.6.5 and those services that do not exceed the limits set forth in Section 4.2.3, Construction Phase Services provided more than 60 days after (1) the date of Substantial Completion of the Work or (2) the initial date of Substantial Completion identified in the agreement between the Owner and Contractor, whichever is earlier, shall be compensated as Additional Services to the extent the Architect incurs additional cost in providing those Construction Phase Services.

§ 4.2.5 If the services covered by this Agreement have not been completed within Thirty-six (36) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

ARTICLE 5 OWNER'S RESPONSIBILITIES

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

§ 5.2 The Owner shall retain a Construction Manager to provide services, duties, and responsibilities as described in the agreement selected in Section 1.1.5.

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

§ 5.3.1 The Owner acknowledges that accelerated, phased or fast-track scheduling provides a benefit, but also carries with it associated risks. Such risks include the Owner incurring costs for the Architect to coordinate and redesign portions of the Project affected by procuring or installing elements of the Project prior to the completion of all relevant Construction Documents, and costs for the Construction Manager to remove and replace previously installed Work. If the Owner

selects accelerated, phased or fast-track scheduling, the Owner agrees to include in the budget for the Project sufficient contingencies to cover such costs.

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

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

§ 5.6 The Owner shall furnish services of geotechnical engineers, which may include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 5.7 The Owner shall provide the Supplemental Services designated as the Owner's responsibility in Section 4.1.1.

§ 5.8 If the Owner identified a Sustainable Objective in Article 1, the Owner shall fulfill its responsibilities as required in AIA Document E234™-2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, attached to this Agreement.

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

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

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

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

§ 5.13 The Owner shall include the Architect in all communications with the Construction Manager that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Construction Manager otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect.

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

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

§ 5.16 Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of, or enforce lien rights.

ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include the Construction Manager's general conditions costs, overhead, and profit. The Cost of the Work also includes the reasonable value of labor, materials, and equipment, donated to, or otherwise furnished by, the Owner. The Cost of the Work does not include the compensation of the Architect; the compensation of the Construction Manager for Preconstruction Phase services; the costs of the land, rights-of-way, financing, or contingencies for changes in the Work; or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in the Initial Information, and shall be adjusted throughout the Project as required under Sections 5.3 and 6.4. Evaluations of the Owner's budget for the Cost of the Work represent the Architect's judgment as a design professional.

§ 6.3 The Owner shall require the Construction Manager to include appropriate contingencies for design, bidding or negotiating, price escalation, and market conditions in estimates of the Cost of the Work. The Architect shall be entitled to rely on the accuracy and completeness of estimates of the Cost of the Work the Construction Manager prepares as the Architect progresses with its Basic Services. The Architect shall prepare, as an Additional Service, revisions to the Drawings, Specifications or other documents required due to the Construction Manager's inaccuracies or incompleteness in preparing cost estimates, or due to market conditions the Architect could not reasonably anticipate. The Architect may review the Construction Manager's estimates solely for the Architect's guidance in completion of its services, however, the Architect shall report to the Owner any material inaccuracies and inconsistencies noted during any such review.

§ 6.3.1 If the Architect is providing cost estimating services as a Supplemental Service, and a discrepancy exists between the Construction Manager's cost estimates and the Architect's cost estimates, the Architect and the Construction Manager shall work together to reconcile the cost estimates.

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

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

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 terminate in accordance with Section 9.5;
- .3 in consultation with the Architect and Construction Manager, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or
- .4 implement any other mutually acceptable alternative.

§ 6.6 If the Owner chooses to proceed under Section 6.5.3, the Architect, without additional compensation, shall incorporate the revisions in the Construction Documents Phase as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Design Development Phase Services, or the budget as adjusted under Section 6.5.1. The Architect's revisions in the Construction Documents Phase shall be the limit of the Architect's responsibility under this Article 6.

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

ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.

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

§ 7.3 The Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations under this Agreement, including prompt payment of all sums due, pursuant to Article 9 and Article 11. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Construction Manager, Subcontractors, Sub-subcontractors, and suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service, subject to any protocols established pursuant to Section 1.3, solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

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

§ 7.5 Except as otherwise stated in Section 7.3, the provisions of this Article 7 shall survive the termination of this Agreement.

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 General

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

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201-2017, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the Construction Manager, contractors, consultants, agents and employees of any of them, similar waivers in favor of the other parties enumerated herein.

§ 8.1.3 The Architect shall indemnify and hold the Owner and the Owner's officers and employees harmless from and against damages, losses and judgments arising from claims by third parties, including reasonable attorneys' fees and expenses recoverable under applicable law, but only to the extent they are caused by the negligent acts or omissions of the Architect, its employees and its consultants in the performance of professional services under this Agreement. The Architect's obligation to indemnify and hold the Owner and the Owner's officers and employees harmless does not include a duty to defend, unless there is proven negligence, which will be covered under the limits of insurance listed

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above. The Architect's duty to indemnify the Owner under this Section 8.1.3 shall be limited to the available proceeds of the insurance coverage required by this Agreement.

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

§ 8.2 Mediation

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

§ 8.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of this Agreement. A request for mediation shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 8.2.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

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

(Check the appropriate box.)

- ☐ Arbitration pursuant to Section 8.3 of this Agreement
- ☒ Litigation in a court of competent jurisdiction
- ☐ Other: *(Specify)*

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

(Paragraphs deleted)

§ 8.3.4 Consolidation or Joinder

§ 8.3.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 8.3.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

§ 8.3.4.3 The Owner and Architect grant to any person or entity made a party to an arbitration conducted under this Section 8.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Architect under this Agreement.

§ 8.4 The provisions of this Article 8 shall survive the termination of this Agreement.

ARTICLE 9 TERMINATION OR SUSPENSION

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

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

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

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

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

§ 9.6 If the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall compensate the Architect for services performed prior to termination and Reimbursable Expenses incurred.

§ 9.7 In addition to any amounts paid under Section 9.6, if the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall pay to the Architect the following fees:

(Set forth below the amount of any termination or licensing fee, or the method for determining any termination or licensing fee.)

.1 Termination Fee:

Contract amount equivalent to work completed.

.2 Licensing Fee if the Owner intends to continue using the Architect's Instruments of Service:

to be negotiated but not to exceed the total design fees included in the agreement.

§ 9.8 Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of Substantial Completion.

§ 9.9 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 9.7.

Init.

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201–2017, General Conditions of the Contract for Construction, except as modified in this Agreement. The term "Contractor" as used in A201–2017 shall mean the Construction Manager.

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

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

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

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

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project. This Section 10.7 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 9.4.

§ 10.8 If the Architect or Owner receives information specifically designated as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except as set forth in Section 10.8.1. This Section 10.8 shall survive the termination of this Agreement.

§ 10.8.1 The receiving party may disclose "confidential" or "business proprietary" information after 7 days' notice to the other party, when required by law, arbitrator's order, or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or to the extent such information is reasonably necessary for the receiving party to defend itself in any dispute. The receiving party may also disclose such information to its employees, consultants, or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of such information as set forth in this Section 10.8.

§ 10.9 The invalidity of any provision of the Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Agreement.

ARTICLE 11 COMPENSATION

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

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.1 Stipulated Sum
(Insert amount)

.2 Percentage Basis
(Insert percentage value)

Nine (9) % of the Owner's budget for the Cost of the Work, as calculated in accordance with Section 11.6.

.3 Other
(Describe the method of compensation)

§ 11.2 For the Architect's Supplemental Services designated in Section 4.1.1 and for any Sustainability Services required pursuant to Section 4.1.3, the Owner shall compensate the Architect as follows:

(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

To be negotiated based on the specific project scope.

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.2, the Owner shall compensate the Architect as follows:

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

To be negotiated, but not less than the architect's current hourly rates.

§ 11.4 Compensation for Supplemental and Additional Services of the Architect's consultants when not included in Sections 11.2 or 11.3, shall be the amount invoiced to the Architect plus zero percent (0 %), or as follows:

(Insert amount of, or basis for computing, Architect's consultants' compensation for Supplemental or Additional Services.)

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

Schematic Design Phase	Twenty-Five	percent (	25	%)
Design Development Phase	Twenty-Five	percent (	25	%)
Construction Documents Phase	Twenty-Five	percent (	25	%)
Construction Phase	Twenty-Five	percent (	25	%)
Total Basic Compensation	one hundred	percent (	100	%)

*These percentages may be different for each project and will be included in executed amendments for each project.

The Owner acknowledges that with an accelerated Project delivery, multiple bid package process, or Construction Manager as constructor project delivery method, the Architect may be providing its services in multiple Phases simultaneously. Therefore, the Architect shall be permitted to invoice monthly in proportion to services performed in each Phase of Services, as appropriate.

§ 11.6 When compensation identified in Section 11.1 is on a percentage basis, progress payments for each phase of Basic Services shall be calculated by multiplying the percentages identified in this Article by the Owner's most recent budget

Init.

for the Cost of the Work. Compensation paid in previous progress payments shall not be adjusted based on subsequent updates to the Owner's budget for the Cost of the Work.

§ 11.6.1 When compensation is on a percentage basis and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

§ 11.7 The hourly billing rates for services of the Architect and the Architect's consultants are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices.
(If applicable, attach an exhibit of hourly billing rates or insert them below.)

See attached Exhibit A 2020 Hourly Billing Rates

Employee or Category	Rate (\$0.00)
----------------------	---------------

§ 11.8 Compensation for Reimbursable Expenses

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

- .1 Transportation and authorized out-of-town travel and subsistence;
- .2 Long distance services, dedicated data and communication services, teleconferences, Project web sites, and extranets;
- .3 Permitting and other fees required by authorities having jurisdiction over the Project;
- .4 Printing, reproductions, plots, and standard form documents;
- .5 Postage, handling, and delivery;
- .6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
- .7 Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner or required for the Project;
- .8 If required by the Owner, and with the Owner's prior written approval, the Architect's consultants' expenses of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits in excess of that normally maintained by the Architect's consultants;
- .9 All taxes levied on professional services and on reimbursable expenses;
- .10 Site office expenses;
- .11 Registration fees and any other fees charged by the Certifying Authority or by other entities as necessary to achieve the Sustainable Objective; and
- .12 Other similar Project-related expenditures.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus ten percent (10 %) of the expenses incurred.

§ 11.9 Architect's Insurance. If the types and limits of coverage required in Section 2.6 are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect for the additional costs incurred by the Architect for the additional coverages as set forth below:

(Insert the additional coverages the Architect is required to obtain in order to satisfy the requirements set forth in Section 2.6, and for which the Owner shall reimburse the Architect.)

NA

§ 11.10 Payments to the Architect

§ 11.10.1 Initial Payments

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

§ 11.10.1.2 If a Sustainability Certification is part of the Sustainable Objective, an initial payment to the Architect of (\$) shall be made upon execution of this Agreement for registration fees and other fees payable to the Certifying Authority

Init.

and necessary to achieve the Sustainability Certification. The Architect's payments to the Certifying Authority shall be credited to the Owner's account at the time the expense is incurred.

§ 11.10.2 Progress Payments

§ 11.10.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid Sixty (60) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.

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

1.5 % One and a half percent monthly

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

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

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

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

(Include other terms and conditions applicable to this Agreement.)

ARTICLE 13 SCOPE OF THE AGREEMENT

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

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

.1 AIA Document B133™–2019, Standard Form Agreement Between Owner and Architect, Construction Manager as Constructor Edition

.2 AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below, if completed, or the following:

(Insert the date of the E203-2013 incorporated into this agreement.)

.3 Exhibits:

(Check the appropriate box for any exhibits incorporated into this Agreement.)

[] AIA Document E234™–2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition dated as indicated below.

(Insert the date of the E234-2019 incorporated into this agreement.)

[X] Other Exhibits incorporated into this Agreement:

(Clearly identify any other exhibits incorporated into this Agreement, including any exhibits and scopes of services identified as exhibits in Section 4.1.2.)

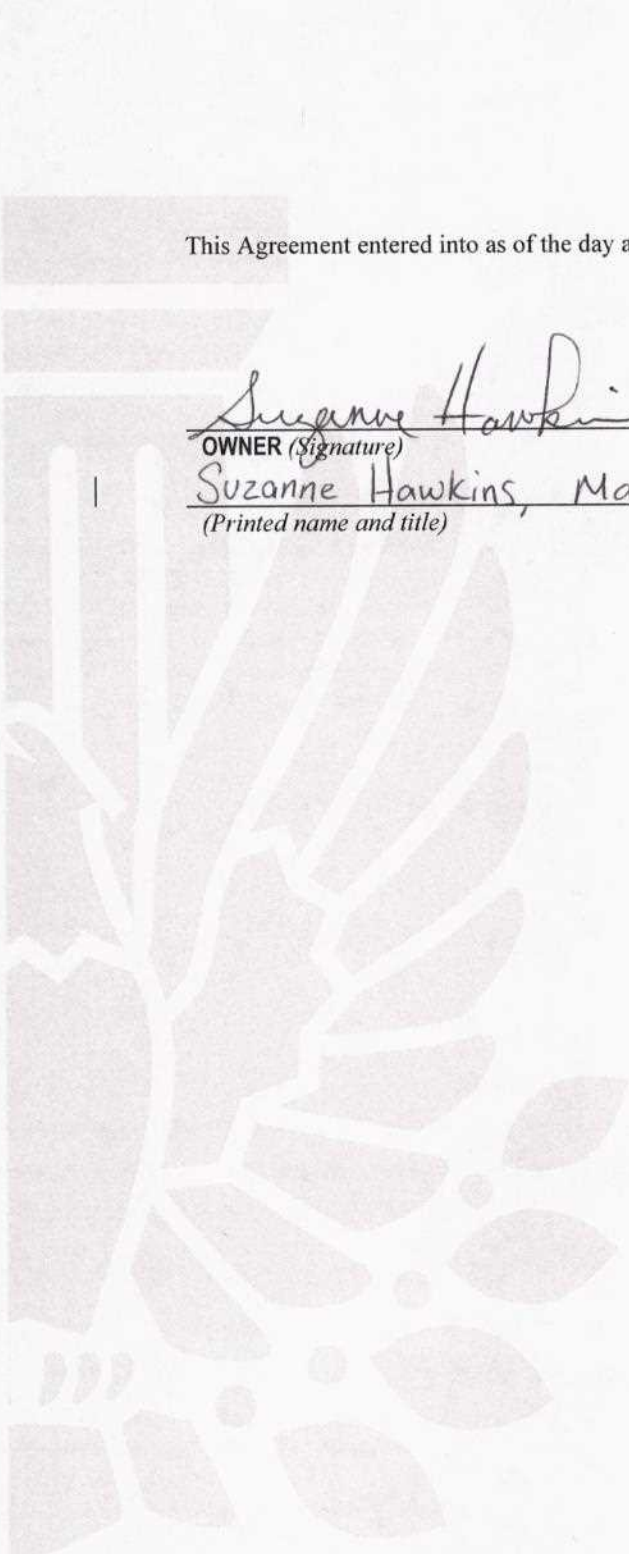
Exhibit A – 2020 Hourly Billing Rates

.4 Other documents:

(List other documents, if any, forming part of the Agreement.)

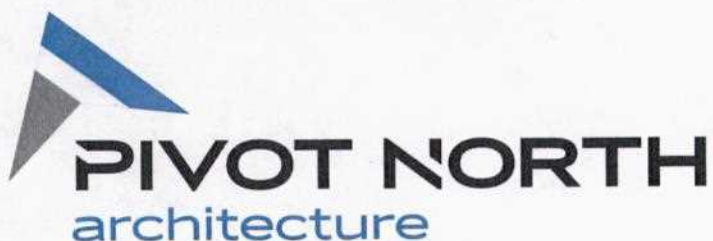
Init.

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


Suzanne Hawkins
OWNER (Signature)
Suzanne Hawkins, Mayor
(Printed name and title)

CS.
ARCHITECT (Signature)
Clint Sievers, Principal
(Printed name, title, and license number, if required)

Init.



2021 Standard Hourly Rate Table*

Role Description:	Hourly Rate:
Principal Architect	\$170.00
Project Manager	\$145.00
Project Architect	\$135.00
Project Engineer	\$120.00
Senior Project Designer	\$135.00
Project Designer	\$115.00
BIM Manager	\$125.00
Interior Designer	\$105.00
Interior Designer 2	\$100.00
Architectural Intern III	\$110.00
Architectural Intern II	\$105.00
Architectural Intern I	\$100.00
Administrative	\$75.00

In-house reimbursable costs are as follow:

Printing & Reproduction:	
Color print/copy (8.5" x 11", 11"x17")	\$1.00
Black & White print/copy (8.5" x 11", 11"x17")	\$0.08
CD/DVD Duplication	\$20.00
USB Drive Duplication (less than 2GB)	\$10.00
Mileage (per mile and consistent with current IRS rates)	\$0.575
Postage	Cost

Out-of-house reimbursable costs will include a 10% administrative mark-up over actual cost and may include but will not be limited to the following items:

- Reproductions, prints, plots & mounting
- Plan review and application fees
- Meals and approved travel expenses
- Renderings and models
- Outside professional services approved by the client

Copies of all out-of-house reimbursable expense invoices will be included with Pivot North's invoice to the client.

* Rates shall be reviewed and may be adjusted per annum



Date: Monday, March 29, 2021
To: Honorable Mayor and City Council
From: Mandi Thompson, Assistant to the City Manager

ACTION ITEM

Request:

Request to approve and award the CMGC contract between Starr Corporation and the City of Twin Falls for the construction Twin Falls Fire Station 2, Twin Falls Fire Station 3 and the Twin Falls Fire Training Center.

Time Estimate:

This item will take approximately 10 minutes for discussion, plus any additional time needed to address questions presented by Council.

Background:

After completing a Request for Qualifications process in February 2021, the City Council approved staff's request to enter into negotiations with Starr Corporation to act as the City's Construction Manager/General Contractor in the construction of Fire Station 2, Fire Station 3 and the Fire Training Center.

Over the course of the past several weeks, representatives from the City of Twin Falls and Starr Corporation have negotiated the contract. The City followed the process outlined in Idaho Code section 67-2320 (See Regulations section of this Agenda Statement). The contract and Exhibit B (Insurance and Bonds) is attached for the City Council's review and consideration.

Michael Arrington and Jason Derricot will Starr Corporation will be available to answer any questions.

The contract has been reviewed by Twin Falls City Attorney Shayne Nope.

Approval Process:

If action is taken, approval by a simple majority vote (50%+1) of the Council members present is required.

Budget Impact:

The fire stations projects will be paid for with a funding mechanism that was approved by city council on December 7th, as presented by City Manager Travis Rothweiler. The cost of CMGC services for pre-construction was set at \$10,000. Upon determination of the GMP (Guaranteed Maximum Price), the agreed upon fee for CM/GC services will be 4.65% of the cost of the project up to \$13,000,000. The fee will reduce to 4.4% if costs exceed \$13,000,000.

Regulatory Impact:

There are some regulations that guide this process. Those regulations include:

Selection of Professional Engineering and Architectural Services: Idaho Code Section 67-2320

(PROFESSIONAL SERVICE CONTRACTS WITH DESIGN PROFESSIONALS, CONSTRUCTION MANAGERS AND PROFESSIONAL LAND SURVEYORS), states that "...all public agencies and political subdivisions of the state of Idaho and their agents shall make selections for professional engineering, architectural, landscape architecture, construction management and professional land surveying services...on the basis of qualifications and demonstrated competence and shall negotiate contracts or agreements for such services on the basis of demonstrated competence and qualifications for the type of services required at fair and reasonable prices."

CM/CQ Process: Idaho Code Section 54-4511 describes how the construction manager/general contractor (CM/GC) service can be used by Idaho localities. This section states "...A licensed construction manager and the firm of which he is a principal or full-time employee may be awarded a contract to act as both construction manager and general contractor provided the construction manager/general contractor has a valid public works contractor license as a general contractor pursuant to section 54-1902, Idaho Code."

History:

N/A

Analysis:

N/A

Conclusion:

Attachments:

1. A133-2019 - Final
2. A133ExhibitB-2019 - Final
3. Exhibit C Twin Falls Master Program 1-28-21 (002)

 AIA[®] Document A133[™] – 2019**Standard Form of Agreement Between Owner and Construction Manager as Constructor** where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price

AGREEMENT made as of the Second day of March in the year Two Thousand and Twenty-One
(In words, indicate day, month, and year.)

BETWEEN the Owner:
(Name, legal status, address, and other information)
City of Twin Falls
c/o Twin Falls Fire Department
345 2nd Avenue East
Twin Falls, Idaho 83301

and the **Construction Manager**:
(Name, legal status, address, and other information)

Starr Corporation
2995 E 3600 N
Twin Falls, Idaho 83301

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

New Fire Station #2, located near Washington St. and Cheney Dr., Twin Falls, Idaho
New Fire Station #3, located near Washington St. and Orchard Dr., Twin Falls, Idaho
New Fire Training Facility located at Rose St. and Victory Ave, Twin Falls, Idaho

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

Pivot North Architecture, PLLC
1101 W. Grove Street, Suite 101
Boise, Idaho 83702
(208) 690-3108

The Owner and Construction Manager agree as follows.

ADDITIONS AND DELETIONS:

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

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

AIA Document A201[™]–2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

TABLE OF ARTICLES

1	INITIAL INFORMATION
2	GENERAL PROVISIONS
3	CONSTRUCTION MANAGER'S RESPONSIBILITIES
4	OWNER'S RESPONSIBILITIES
5	COMPENSATION AND PAYMENTS FOR PRECONSTRUCTION PHASE SERVICES
6	COMPENSATION FOR CONSTRUCTION PHASE SERVICES
7	COST OF THE WORK FOR CONSTRUCTION PHASE
8	DISCOUNTS, REBATES, AND REFUNDS
9	SUBCONTRACTS AND OTHER AGREEMENTS
10	ACCOUNTING RECORDS
11	PAYMENTS FOR CONSTRUCTION PHASE SERVICES
12	DISPUTE RESOLUTION
13	TERMINATION OR SUSPENSION
14	MISCELLANEOUS PROVISIONS
15	SCOPE OF THE AGREEMENT

EXHIBIT A GUARANTEED MAXIMUM PRICE AMENDMENT

EXHIBIT B INSURANCE AND BONDS

ARTICLE 1 INITIAL INFORMATION

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

(For each item in this section, insert the information or a statement such as "not applicable" or "unknown at time of execution.")

§ 1.1.1 The Owner's program for the Project, as described in Section 4.1.1:

(Insert the Owner's program, identify documentation that establishes the Owner's program, or state the manner in which the program will be developed.)

See attached Exhibit C

§ 1.1.2 The Project's physical characteristics:

(Identify or describe pertinent information about the Project's physical characteristics, such as size; location; dimensions; geotechnical reports; site boundaries; topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site, etc.)

To be determined

§ 1.1.3 The Owner's budget for the Guaranteed Maximum Price, as defined in Article 6:

(Provide total and, if known, a line item breakdown.)

To be determined with Architect and Owner

Init.

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User Notes:

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§ 1.1.4 The Owner's anticipated design and construction milestone dates:

- .1 Design phase milestone dates, if any:
To be determined
- .2 Construction commencement date:
To be determined
- .3 Substantial Completion date or dates:
To be determined
- .4 Other milestone dates:

§ 1.1.5 The Owner's requirements for accelerated or fast-track scheduling, or phased construction, are set forth below:
(Identify any requirements for fast-track scheduling or phased construction.)

§ 1.1.6 The Owner's anticipated Sustainable Objective for the Project:
(Identify and describe the Owner's Sustainable Objective for the Project, if any.)

§ 1.1.6.1 If the Owner identifies a Sustainable Objective, the Owner and Construction Manager shall complete and incorporate AIA Document E234™–2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, into this Agreement to define the terms, conditions and services related to the Owner's Sustainable Objective. If E234–2019 is incorporated into this agreement, the Owner and Construction Manager shall incorporate the completed E234–2019 into the agreements with the consultants and contractors performing services or Work in any way associated with the Sustainable Objective.

§ 1.1.7 Other Project information:
(Identify special characteristics or needs of the Project not provided elsewhere.)

§ 1.1.8 The Owner identifies the following representative in accordance with Section 4.2:
(List name, address, and other contact information.)

Travis Rothweiler or Les Kenworthy
The City of Twin Falls
c/o Twin Falls Fire Department
345 2nd Avenue East
Twin Falls, Idaho 83301

§ 1.1.9 The persons or entities, in addition to the Owner's representative, who are required to review the Construction Manager's submittals to the Owner are as follows:
(List name, address and other contact information.)

N/A

Init.

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

.1 Geotechnical Engineer:

To be determined

.2 Civil Engineer:

To be determined

.3 Other, if any:

(List any other consultants retained by the Owner, such as a Project or Program Manager.)

§ 1.1.11 The Architect's representative:
(List name, address, and other contact information.)

Pivot North Architecture, PLLC
Clint Sievers, Principal
1101 W. Grove Street, Suite 101
Boise, Idaho 83702
(208) 690-3108 ext. 701
clint@pivotnorthdesign.com

§ 1.1.12 The Construction Manager identifies the following representative in accordance with Article 3:
(List name, address, and other contact information.)

Starr Corporation
Michael Arrington and/or Jason Derricott
2995 East 3600 North
Twin Falls, Idaho 83301
(208) 733-5695

§ 1.1.13 The Owner's requirements for the Construction Manager's staffing plan for Preconstruction Services, as required under Section 3.1.9:
(List any Owner-specific requirements to be included in the staffing plan.)

§ 1.1.14 The Owner's requirements for subcontractor procurement for the performance of the Work:
(List any Owner-specific requirements for subcontractor procurement.)

§ 1.1.15 Other Initial Information on which this Agreement is based:

Init.

§ 1.2 The Owner and Construction Manager may rely on the Initial Information. Both parties, however, recognize that such information may materially change and, in that event, the Owner and the Construction Manager shall appropriately adjust the Project schedule, the Construction Manager's services, and the Construction Manager's compensation. The Owner shall adjust the Owner's budget for the Guaranteed Maximum Price and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

§ 1.3 Neither the Owner's nor the Construction Manager's representative shall be changed without ten days' prior notice to the other party.

ARTICLE 2 GENERAL PROVISIONS

§ 2.1 The Contract Documents

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract and are as fully a part of the Contract as if attached to this Agreement or repeated herein. Upon the Owner's acceptance of the Construction Manager's Guaranteed Maximum Price proposal, the Contract Documents will also include the documents described in Section 3.2.3 and identified in the Guaranteed Maximum Price Amendment and revisions prepared by the Architect and furnished by the Owner as described in Section 3.2.8. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. If anything in the other Contract Documents, other than a Modification, is inconsistent with this Agreement, this Agreement shall govern. An enumeration of the Contract Documents, other than a Modification, appears in Article 15.

§ 2.2 Relationship of the Parties

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

§ 2.3 General Conditions

§ 2.3.1 For the Preconstruction Phase, AIA Document A201™-2017, General Conditions of the Contract for Construction, shall apply as follows: Section 1.5, Ownership and Use of Documents; Section 1.7, Digital Data Use and Transmission; Section 1.8, Building Information Model Use and Reliance; Section 2.2.4, Confidential Information; Section 3.12.10, Professional Services; Section 10.3, Hazardous Materials; Section 13.1, Governing Law. The term "Contractor" as used in A201-2017 shall mean the Construction Manager.

§ 2.3.2 For the Construction Phase, the general conditions of the contract shall be as set forth in A201-2017, which document is incorporated herein by reference. The term "Contractor" as used in A201-2017 shall mean the Construction Manager.

ARTICLE 3 CONSTRUCTION MANAGER'S RESPONSIBILITIES

The Construction Manager's Preconstruction Phase responsibilities are set forth in Sections 3.1 and 3.2, and in the applicable provisions of A201-2017 referenced in Section 2.3.1. The Construction Manager's Construction Phase responsibilities are set forth in Section 3.3. The Owner and Construction Manager may agree, in consultation with the Architect, for the Construction Phase to commence prior to completion of the Preconstruction Phase, in which case, both phases will proceed concurrently. The Construction Manager shall identify a representative authorized to act on behalf of the Construction Manager with respect to the Project.

§ 3.1 Preconstruction Phase

§ 3.1.1 Extent of Responsibility

The Construction Manager shall exercise reasonable care in performing its Preconstruction Services. The Owner and Architect shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of services and information furnished by the Construction Manager. The Construction Manager, however, does not warrant

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

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

§ 3.1.3 Consultation

§ 3.1.3.1 The Construction Manager shall schedule and conduct meetings with the Architect and Owner to discuss such matters as procedures, progress, coordination, and scheduling of the Work.

§ 3.1.3.2 The Construction Manager shall advise the Owner and Architect on proposed site use and improvements, selection of materials, building systems, and equipment. The Construction Manager shall also provide recommendations to the Owner and Architect, consistent with the Project requirements, on constructability; availability of materials and labor; time requirements for procurement, installation and construction; prefabrication; and factors related to construction cost including, but not limited to, costs of alternative designs or materials, preliminary budgets, life-cycle data, and possible cost reductions. The Construction Manager shall consult with the Architect regarding professional services to be provided by the Construction Manager during the Construction Phase.

§ 3.1.3.3 The Construction Manager shall assist the Owner and Architect in establishing building information modeling and digital data protocols for the Project, using AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

§ 3.1.4 Project Schedule

When Project requirements in Section 4.1.1 have been sufficiently identified, the Construction Manager shall prepare and periodically update a Project schedule for the Architect's review and the Owner's acceptance. The Construction Manager shall obtain the Architect's approval for the portion of the Project schedule relating to the performance of the Architect's services. The Project schedule shall coordinate and integrate the Construction Manager's services, the Architect's services, other Owner consultants' services, and the Owner's responsibilities; and identify items that affect the Project's timely completion. The updated Project schedule shall include the following: submission of the Guaranteed Maximum Price proposal; components of the Work; times of commencement and completion required of each Subcontractor; ordering and delivery of products, including those that must be ordered in advance of construction; and the occupancy requirements of the Owner.

§ 3.1.5 Phased Construction

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

§ 3.1.6 Cost Estimates

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

§ 3.1.6.2 As the Architect progresses with the preparation of the Schematic Design, Design Development and Construction Documents, the Construction Manager shall prepare and update, at appropriate intervals agreed to by the Owner, Construction Manager and Architect, an estimate of the Cost of the Work with increasing detail and refinement. The Construction Manager shall include in the estimate those costs to allow for the further development of the design, price escalation, and market conditions, until such time as the Owner and Construction Manager agree on a Guaranteed Maximum Price for the Work. The estimate shall be provided for the Architect's review and the Owner's approval. The Construction Manager shall inform the Owner and Architect in the event that the estimate of the Cost of the Work exceeds the latest approved Project budget, and make recommendations for corrective action.

§ 3.1.6.3 If the Architect is providing cost estimating services as a Supplemental Service, and a discrepancy exists between the Construction Manager's cost estimates and the Architect's cost estimates, the Construction Manager and the Architect shall work together to reconcile the cost estimates.

§ 3.1.7 As the Architect progresses with the preparation of the Schematic Design, Design Development and Construction Documents, the Construction Manager shall consult with the Owner and Architect and make recommendations regarding constructability and schedules, for the Architect's review and the Owner's approval.

§ 3.1.8 The Construction Manager shall provide recommendations and information to the Owner and Architect regarding equipment, materials, services, and temporary Project facilities.

§ 3.1.9 The Construction Manager shall provide a staffing plan for Preconstruction Phase services for the Owner's review and approval.

§ 3.1.10 If the Owner identified a Sustainable Objective in Article 1, the Construction Manager shall fulfill its Preconstruction Phase responsibilities as required in AIA Document E234™–2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, attached to this Agreement.

§ 3.1.11 Subcontractors and Suppliers

§ 3.1.11.1 If the Owner has provided requirements for subcontractor procurement in section 1.1.14, the Construction Manager shall provide a subcontracting plan, addressing the Owner's requirements, for the Owner's review and approval.

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

§ 3.1.11.3 The processes described in Article 9 shall apply if bid packages will be issued during the Preconstruction Phase.

§ 3.1.12 Procurement

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

§ 3.1.13 Compliance with Laws

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

§ 3.1.14 Other Preconstruction Services

Insert a description of any other Preconstruction Phase services to be provided by the Construction Manager, or reference an exhibit attached to this document

(Describe any other Preconstruction Phase services, such as providing cash flow projections, development of a project information management system, early selection or procurement of subcontractors, etc.)

§ 3.2 Guaranteed Maximum Price Proposal

§ 3.2.1 At a time to be mutually agreed upon by the Owner and the Construction Manager, the Construction Manager shall prepare a Guaranteed Maximum Price proposal for the Owner's and Architect's review, and the Owner's acceptance. The Guaranteed Maximum Price in the proposal shall be the sum of the Construction Manager's estimate of the Cost of the Work, the Construction Manager's contingency described in Section 3.2.4, and the Construction Manager's Fee described in Section 6.1.2.

§ 3.2.2 To the extent that the Contract Documents are anticipated to require further development, the Guaranteed Maximum Price includes the costs attributable to such further development consistent with the Contract Documents and reasonably inferable therefrom. Such further development does not include changes in scope, systems, kinds and quality of materials, finishes, or equipment, all of which, if required, shall be incorporated by Change Order.

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

- .1 A list of the Drawings and Specifications, including all Addenda thereto, and the Conditions of the Contract;
- .2 A list of the clarifications and assumptions made by the Construction Manager in the preparation of the Guaranteed Maximum Price proposal, including assumptions under Section 3.2.2;
- .3 A statement of the proposed Guaranteed Maximum Price, including a statement of the estimated Cost of the Work organized by trade categories or systems, including allowances; the Construction Manager's contingency set forth in Section 3.2.4; and the Construction Manager's Fee;
- .4 The anticipated date of Substantial Completion upon which the proposed Guaranteed Maximum Price is based; and
- .5 A date by which the Owner must accept the Guaranteed Maximum Price.

§ 3.2.4 In preparing the Construction Manager's Guaranteed Maximum Price proposal, the Construction Manager shall include a contingency for the Construction Manager's exclusive use to cover those costs that are included in the Guaranteed Maximum Price but not otherwise allocated to another line item or included in a Change Order.

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

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

§ 3.2.7 The Construction Manager shall not incur any cost to be reimbursed as part of the Cost of the Work prior to the execution of the Guaranteed Maximum Price Amendment, unless the Owner provides prior written authorization for such costs.

§ 3.2.8 The Owner shall authorize preparation of revisions to the Contract Documents that incorporate the agreed-upon assumptions and clarifications contained in the Guaranteed Maximum Price Amendment. The Owner shall promptly furnish such revised Contract Documents to the Construction Manager. The Construction Manager shall notify the Owner and Architect of any inconsistencies between the agreed-upon assumptions and clarifications contained in the Guaranteed Maximum Price Amendment and the revised Contract Documents.

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

§ 3.3 Construction Phase

§ 3.3.1 General

§ 3.3.1.1 For purposes of Section 8.1.2 of A201–2017, the date of commencement of the Work shall mean the date of commencement of the Construction Phase.

§ 3.3.1.2 The Construction Phase shall commence upon the Owner's execution of the Guaranteed Maximum Price Amendment or, prior to acceptance of the Guaranteed Maximum Price proposal, by written agreement of the parties. The

written agreement shall set forth a description of the Work to be performed by the Construction Manager, and any insurance and bond requirements for Work performed prior to execution of the Guaranteed Maximum Price Amendment.

§ 3.3.2 Administration

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

§ 3.3.2.2 Upon the execution of the Guaranteed Maximum Price Amendment, the Construction Manager shall prepare and submit to the Owner and Architect a construction schedule for the Work and a submittal schedule in accordance with Section 3.10 of A201–2017.

§ 3.3.2.3 Monthly Report

The Construction Manager shall record the progress of the Project. On a monthly basis, or otherwise as agreed to by the Owner, the Construction Manager shall submit written progress reports to the Owner and Architect, showing percentages of completion and other information required by the Owner.

§ 3.3.2.4 Daily Logs

The Construction Manager shall keep, and make available to the Owner and Architect, a daily log containing a record for each day of weather, portions of the Work in progress, number of workers on site, identification of equipment on site, problems that might affect progress of the work, accidents, injuries, and other information required by the Owner.

§ 3.3.2.5 Cost Control

The Construction Manager shall develop a system of cost control for the Work, including regular monitoring of actual costs for activities in progress and estimates for uncompleted tasks and proposed changes. The Construction Manager shall identify variances between actual and estimated costs and report the variances to the Owner and Architect, and shall provide this information in its monthly reports to the Owner and Architect, in accordance with Section 3.3.2.3 above.

ARTICLE 4 OWNER'S RESPONSIBILITIES

§ 4.1 Information and Services Required of the Owner

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

§ 4.1.2 Prior to the execution of the Guaranteed Maximum Price Amendment, the Construction Manager may request in writing that the Owner provide reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract. After execution of the Guaranteed Maximum Price Amendment, the Construction Manager may request such information as set forth in A201-2017 Section 2.2.

§ 4.1.3 The Owner shall establish and periodically update the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Article 7, (2) the Owner's other costs, and (3) reasonable contingencies related to all of these costs. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Construction Manager and Architect. The Owner and the Architect, in consultation with the Construction Manager, shall thereafter agree to a corresponding change in the Project's scope and quality.

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

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

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

§ 4.1.4.3 The Owner, when such services are requested, shall furnish services of geotechnical engineers, which may include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

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

§ 4.1.6 If the Owner identified a Sustainable Objective in Article 1, the Owner shall fulfill its responsibilities as required in AIA Document E234™–2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, attached to this Agreement.

§ 4.2 Owner's Designated Representative

The Owner shall identify a representative authorized to act on behalf of the Owner with respect to the Project. The Owner's representative shall render decisions promptly and furnish information expeditiously, so as to avoid unreasonable delay in the services or Work of the Construction Manager. Except as otherwise provided in Section 4.2.1 of A201–2017, the Architect does not have such authority. The term "Owner" means the Owner or the Owner's authorized representative.

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

§ 4.3 Architect

The Owner shall retain an Architect to provide services, duties and responsibilities as described in AIA Document B133™–2019, Standard Form of Agreement Between Owner and Architect, Construction Manager as Constructor Edition, including any additional services requested by the Construction Manager that are necessary for the Preconstruction and Construction Phase services under this Agreement. The Owner shall provide the Construction Manager with a copy of the scope of services in the executed agreement between the Owner and the Architect, and any further modifications to the Architect's scope of services in the agreement.

ARTICLE 5 COMPENSATION AND PAYMENTS FOR PRECONSTRUCTION PHASE SERVICES

§ 5.1 Compensation

§ 5.1.1 For the Construction Manager's Preconstruction Phase services described in Sections 3.1 and 3.2, the Owner shall compensate the Construction Manager as follows:

(Insert amount of, or basis for, compensation and include a list of reimbursable cost items, as applicable.)

Lump Sum: Ten Thousand Dollars (\$10,000)

§ 5.1.2 The hourly billing rates for Preconstruction Phase services of the Construction Manager and the Construction Manager's Consultants and Subcontractors, if any, are set forth below.

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

Individual or Position

Rate

Init.

§ 5.1.2.1 Hourly billing rates for Preconstruction Phase services include all costs to be paid or incurred by the Construction Manager, as required by law or collective bargaining agreements, for taxes, insurance, contributions, assessments and benefits and, for personnel not covered by collective bargaining agreements, customary benefits such as sick leave, medical and health benefits, holidays, vacations and pensions, and shall remain unchanged unless the parties execute a Modification.

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

§ 5.2 Payments

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

§ 5.2.2 Payments are due and payable upon presentation of the Construction Manager's invoice. Amounts unpaid sixty (60) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Construction Manager.
(Insert rate of monthly or annual interest agreed upon.)

1.5 % monthly

ARTICLE 6 COMPENSATION FOR CONSTRUCTION PHASE SERVICES

§ 6.1 Contract Sum

§ 6.1.1 The Owner shall pay the Construction Manager the Contract Sum in current funds for the Construction Manager's performance of the Contract after execution of the Guaranteed Maximum Price Amendment. The Contract Sum is the Cost of the Work as defined in Article 7 plus the Construction Manager's Fee.

§ 6.1.2 The Construction Manager's Fee:

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

Fixed fee established upon the execution of Exhibit A in an amount of 4.65% of the Owner-approved estimated cost of construction up to \$13,000,000 total project costs. Fee would reduce to 4.4% of the Owner-approved estimated cost of construction if the total cost of construction exceeds \$13,000,000.

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

The agreed upon fee percentage in 6.1.2 shall be applied to changes in the work beyond what is included in the GMP

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

Subcontractor's markup shall be limited to 10% for work up to \$10,000, and 5% for work above \$10,000

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

§ 6.1.6 Liquidated damages, if any:

(Insert terms and conditions for liquidated damages, if any.)

§ 6.1.7 Other:

(Insert provisions for bonus, cost savings or other incentives, if any, that might result in a change to the Contract Sum.)

§ 6.2 Guaranteed Maximum Price

The Construction Manager guarantees that the Contract Sum shall not exceed the Guaranteed Maximum Price set forth in the Guaranteed Maximum Price Amendment, subject to additions and deductions by Change Order as provided in the

Contract Documents. Costs which would cause the Guaranteed Maximum Price to be exceeded shall be paid by the Construction Manager without reimbursement by the Owner.

§ 6.3 Changes in the Work

§ 6.3.1 The Owner may, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions. The Owner shall issue such changes in writing. The Construction Manager may be entitled to an equitable adjustment in the Contract Time as a result of changes in the Work.

§ 6.3.1.1 The Architect may order minor changes in the Work as provided in Article 7 of AIA Document A201–2017, General Conditions of the Contract for Construction.

§ 6.3.2 Adjustments to the Guaranteed Maximum Price on account of changes in the Work subsequent to the execution of the Guaranteed Maximum Price Amendment may be determined by any of the methods listed in Article 7 of AIA Document A201–2017, General Conditions of the Contract for Construction.

§ 6.3.3 Adjustments to subcontracts awarded on the basis of a stipulated sum shall be determined in accordance with Article 7 of A201–2017, as they refer to "cost" and "fee," and not by Articles 6 and 7 of this Agreement. Adjustments to subcontracts awarded with the Owner's prior written consent on the basis of cost plus a fee shall be calculated in accordance with the terms of those subcontracts.

§ 6.3.4 In calculating adjustments to the Guaranteed Maximum Price, the terms "cost" and "costs" as used in Article 7 of AIA Document A201–2017 shall mean the Cost of the Work as defined in Article 7 of this Agreement and the term "fee" shall mean the Construction Manager's Fee as defined in Section 6.1.2 of this Agreement.

§ 6.3.5 If no specific provision is made in Section 6.1.3 for adjustment of the Construction Manager's Fee in the case of changes in the Work, or if the extent of such changes is such, in the aggregate, that application of the adjustment provisions of Section 6.1.3 will cause substantial inequity to the Owner or Construction Manager, the Construction Manager's Fee shall be equitably adjusted on the same basis that was used to establish the Fee for the original Work, and the Guaranteed Maximum Price shall be adjusted accordingly.

ARTICLE 7 COST OF THE WORK FOR CONSTRUCTION PHASE

§ 7.1 Costs to Be Reimbursed

§ 7.1.1 The term Cost of the Work shall mean costs necessarily incurred by the Construction Manager in the proper performance of the Work. The Cost of the Work shall include only the items set forth in Sections 7.1 through 7.7.

§ 7.1.2 Where, pursuant to the Contract Documents, any cost is subject to the Owner's prior approval, the Construction Manager shall obtain such approval in writing prior to incurring the cost.

§ 7.1.3 Costs shall be at rates not higher than the standard rates paid at the place of the Project, except with prior approval of the Owner.

§ 7.2 Labor Costs

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

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

§ 7.2.2.1 Wages or salaries of the Construction Manager's supervisory and administrative personnel when performing Work and stationed at a location other than the site, but only for that portion of time required for the Work, and limited to the personnel and activities listed below:

(Identify the personnel, type of activity and, if applicable, any agreed upon percentage of time to be devoted to the Work.)

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

§ 7.2.4 Costs paid or incurred by the Construction Manager, as required by law or collective bargaining agreements, for taxes, insurance, contributions, assessments and benefits and, for personnel not covered by collective bargaining agreements, customary benefits such as sick leave, medical and health benefits, holidays, vacations and pensions, provided such costs are based on wages and salaries included in the Cost of the Work under Sections 7.2.1 through 7.2.3.

§ 7.2.5 If agreed rates for labor costs, in lieu of actual costs, are provided in this Agreement, the rates shall remain unchanged throughout the duration of this Agreement, unless the parties execute a Modification.

§ 7.3 Subcontract Costs

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

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

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

§ 7.4.2 Costs of materials described in the preceding Section 7.4.1 in excess of those actually installed to allow for reasonable waste and spoilage. Unused excess materials, if any, shall become the Owner's property at the completion of the Work or, at the Owner's option, shall be sold by the Construction Manager. Any amounts realized from such sales shall be credited to the Owner as a deduction from the Cost of the Work.

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

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

§ 7.5.2 Rental charges for temporary facilities, machinery, equipment, and hand tools not customarily owned by construction workers that are provided by the Construction Manager at the site, and the costs of transportation, installation, dismantling, minor repairs, and removal of such temporary facilities, machinery, equipment, and hand tools. Rates and quantities of equipment owned by the Construction Manager, or a related party as defined in Section 7.8, shall be subject to the Owner's prior approval. The total rental cost of any such equipment may not exceed the purchase price of any comparable item.

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

§ 7.5.4 Costs of the Construction Manager's site office, including general office equipment and supplies.

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

§ 7.6 Miscellaneous Costs

§ 7.6.1 Premiums for that portion of insurance and bonds required by the Contract Documents that can be directly attributed to this Contract.

§ 7.6.1.1 Costs for self-insurance, for either full or partial amounts of the coverages required by the Contract Documents, with the Owner's prior approval.

§ 7.6.1.2 Costs for insurance through a captive insurer owned or controlled by the Construction Manager, with the Owner's prior approval.

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

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

§ 7.6.4 Fees of laboratories for tests required by the Contract Documents; except those related to defective or nonconforming Work for which reimbursement is excluded under Article 13 of AIA Document A201–2017 or by other provisions of the Contract Documents, and which do not fall within the scope of Section 7.7.3.

§ 7.6.5 Royalties and license fees paid for the use of a particular design, process, or product, required by the Contract Documents.

§ 7.6.5.1 The cost of defending suits or claims for infringement of patent rights arising from requirements of the Contract Documents, payments made in accordance with legal judgments against the Construction Manager resulting from such suits or claims, and payments of settlements made with the Owner's consent, unless the Construction Manager had reason to believe that the required design, process, or product was an infringement of a copyright or a patent, and the Construction Manager failed to promptly furnish such information to the Architect as required by Article 3 of AIA Document A201–2017. The costs of legal defenses, judgments, and settlements shall not be included in the Cost of the Work used to calculate the Construction Manager's Fee or subject to the Guaranteed Maximum Price.

§ 7.6.6 Costs for communications services, electronic equipment, and software, directly related to the Work and located at the site, with the Owner's prior approval.

§ 7.6.7 Costs of document reproductions and delivery charges.

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

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

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

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

§ 7.7 Other Costs and Emergencies

§ 7.7.1 Other costs incurred in the performance of the Work, with the Owner's prior approval.

§ 7.7.2 Costs incurred in taking action to prevent threatened damage, injury, or loss, in case of an emergency affecting the safety of persons and property, as provided in Article 10 of AIA Document A201–2017.

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

§ 7.7.4 The costs described in Sections 7.1 through 7.7 shall be included in the Cost of the Work, notwithstanding any provision of AIA Document A201–2017 or other Conditions of the Contract which may require the Construction Manager to pay such costs, unless such costs are excluded by the provisions of Section 7.9.

§ 7.8 Related Party Transactions

§ 7.8.1 For purposes of this Section 7.8, the term "related party" shall mean (1) a parent, subsidiary, affiliate, or other entity having common ownership of, or sharing common management with, the Construction Manager; (2) any entity in which any stockholder in, or management employee of, the Construction Manager holds an equity interest in excess of ten percent in the aggregate; (3) any entity which has the right to control the business or affairs of the Construction Manager; or (4) any person, or any member of the immediate family of any person, who has the right to control the business or affairs of the Construction Manager.

§ 7.8.2 If any of the costs to be reimbursed arise from a transaction between the Construction Manager and a related party, the Construction Manager shall notify the Owner of the specific nature of the contemplated transaction, including the identity of the related party and the anticipated cost to be incurred, before any such transaction is consummated or cost incurred. If the Owner, after such notification, authorizes the proposed transaction in writing, then the cost incurred shall be included as a cost to be reimbursed, and the Construction Manager shall procure the Work, equipment, goods, or service, from the related party, as a Subcontractor, according to the terms of Article 9. If the Owner fails to authorize the transaction in writing, the Construction Manager shall procure the Work, equipment, goods, or service from some person or entity other than a related party according to the terms of Article 9.

§ 7.9 Costs Not To Be Reimbursed

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

- .1 Salaries and other compensation of the Construction Manager's personnel stationed at the Construction Manager's principal office or offices other than the site office, except as specifically provided in Section 7.2, or as may be provided in Article 14;
- .2 Bonuses, profit sharing, incentive compensation, and any other discretionary payments, paid to anyone hired by the Construction Manager or paid to any Subcontractor or vendor, unless the Owner has provided prior approval;
- .3 Expenses of the Construction Manager's principal office and offices other than the site office;
- .4 Overhead and general expenses, except as may be expressly included in Sections 7.1 to 7.7;
- .5 The Construction Manager's capital expenses, including interest on the Construction Manager's capital employed for the Work;
- .6 Except as provided in Section 7.7.3 of this Agreement, costs due to the negligence of, or failure to fulfill a specific responsibility of the Contract by, the Construction Manager, Subcontractors, and suppliers, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable;
- .7 Any cost not specifically and expressly described in Sections 7.1 to 7.7;
- .8 Costs, other than costs included in Change Orders approved by the Owner, that would cause the Guaranteed Maximum Price to be exceeded; and
- .9 Costs for services incurred during the Preconstruction Phase.

ARTICLE 8 DISCOUNTS, REBATES, AND REFUNDS

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

§ 8.2 Amounts that accrue to the Owner in accordance with the provisions of Section 8.1 shall be credited to the Owner as a deduction from the Cost of the Work.

ARTICLE 9 SUBCONTRACTS AND OTHER AGREEMENTS

§ 9.1 Those portions of the Work that the Construction Manager does not customarily perform with the Construction Manager's own personnel shall be performed under subcontracts or other appropriate agreements with the Construction Manager. The Owner may designate specific persons from whom, or entities from which, the Construction Manager shall obtain bids. The Construction Manager shall obtain bids from Subcontractors, and from suppliers of materials or equipment fabricated especially for the Work, who are qualified to perform that portion of the Work in accordance with the requirements of the Contract Documents. The Construction Manager shall deliver such bids to the Architect and Owner with an indication as to which bids the Construction Manager intends to accept. The Owner then has the right to review the Construction Manager's list of proposed subcontractors and suppliers in consultation with the Architect and,

subject to Section 9.1.1, to object to any subcontractor or supplier. Any advice of the Architect, or approval or objection by the Owner, shall not relieve the Construction Manager of its responsibility to perform the Work in accordance with the Contract Documents. The Construction Manager shall not be required to contract with anyone to whom the Construction Manager has reasonable objection.

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

§ 9.2 Subcontracts or other agreements shall conform to the applicable payment provisions of this Agreement, and shall not be awarded on the basis of cost plus a fee without the Owner's prior written approval. If a subcontract is awarded on the basis of cost plus a fee, the Construction Manager shall provide in the subcontract for the Owner to receive the same audit rights with regard to the Subcontractor as the Owner receives with regard to the Construction Manager in Article 10.

ARTICLE 10 ACCOUNTING RECORDS

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

ARTICLE 11 PAYMENTS FOR CONSTRUCTION PHASE SERVICES

§ 11.1 Progress Payments

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

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

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

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

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

§ 11.1.5 Each Application for Payment shall be based on the most recent schedule of values submitted by the Construction Manager in accordance with the Contract Documents. The schedule of values shall allocate the entire Guaranteed Maximum Price among: (1) the various portions of the Work; (2) any contingency for costs that are included in the Guaranteed Maximum Price but not otherwise allocated to another line item or included in a Change Order; and (3) the Construction Manager's Fee.

§ 11.1.5.1 The schedule of values shall be prepared in such form and supported by such data to substantiate its accuracy as the Architect may require. The schedule of values shall be used as a basis for reviewing the Construction Manager's Applications for Payment.

§ 11.1.5.2 The allocation of the Guaranteed Maximum Price under this Section 11.1.5 shall not constitute a separate guaranteed maximum price for the Cost of the Work of each individual line item in the schedule of values.

§ 11.1.5.3 When the Construction Manager allocates costs from a contingency to another line item in the schedule of values, the Construction Manager shall submit supporting documentation to the Architect.

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

§ 11.1.7 In accordance with AIA Document A201–2017 and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

§ 11.1.7.1 The amount of each progress payment shall first include:

- .1 That portion of the Guaranteed Maximum Price properly allocable to completed Work as determined by multiplying the percentage of completion of each portion of the Work by the share of the Guaranteed Maximum Price allocated to that portion of the Work in the most recent schedule of values;
- .2 That portion of the Guaranteed Maximum Price properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction or, if approved in writing in advance by the Owner, suitably stored off the site at a location agreed upon in writing;
- .3 That portion of Construction Change Directives that the Architect determines, in the Architect's professional judgment, to be reasonably justified; and
- .4 The Construction Manager's Fee, computed upon the Cost of the Work described in the preceding Sections 11.1.7.1.1 and 11.1.7.1.2 at the rate stated in Section 6.1.2 or, if the Construction Manager's Fee is stated as a fixed sum in that Section, an amount that bears the same ratio to that fixed-sum fee as the Cost of the Work included in Sections 11.1.7.1.1 and 11.1.7.1.2 bears to a reasonable estimate of the probable Cost of the Work upon its completion.

§ 11.1.7.2 The amount of each progress payment shall then be reduced by:

- .1 The aggregate of any amounts previously paid by the Owner;
- .2 The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A201–2017;
- .3 Any amount for which the Construction Manager does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Construction Manager intends to pay;
- .4 For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A201–2017;
- .5 The shortfall, if any, indicated by the Construction Manager in the documentation required by Section 11.1.4 to substantiate prior Applications for Payment, or resulting from errors subsequently discovered by the Owner's auditors in such documentation; and
- .6 Retainage withheld pursuant to Section 11.1.8.

§ 11.1.8 Retainage

§ 11.1.8.1 For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold the following amount, as retainage, from the payment otherwise due:

(Insert a percentage or amount to be withheld as retainage from each Application for Payment. The amount of retainage may be limited by governing law.)

Five Percent (5%)

Init.

§ 11.1.8.1.1 The following items are not subject to retainage:
(Insert any items not subject to the withholding of retainage, such as general conditions, insurance, etc.)

§ 11.1.8.2 Reduction or limitation of retainage, if any, shall be as follows:
(If the retainage established in Section 11.1.8.1 is to be modified prior to Substantial Completion of the entire Work, insert provisions for such modification.)

§ 11.1.8.3 Except as set forth in this Section 11.1.8.3, upon Substantial Completion of the Work, the Construction Manager may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section 11.1.8. The Application for Payment submitted at Substantial Completion shall not include retainage as follows:
(Insert any other conditions for release of retainage, such as upon completion of the Owner's audit and reconciliation, upon Substantial Completion.)

§ 11.1.9 If final completion of the Work is materially delayed through no fault of the Construction Manager, the Owner shall pay the Construction Manager any additional amounts in accordance with Article 9 of AIA Document A201–2017.

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

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

§ 11.1.12 In taking action on the Construction Manager's Applications for Payment the Architect shall be entitled to rely on the accuracy and completeness of the information furnished by the Construction Manager, and such action shall not be deemed to be a representation that (1) the Architect has made a detailed examination, audit, or arithmetic verification, of the documentation submitted in accordance with Section 11.1.4 or other supporting data; (2) that the Architect has made exhaustive or continuous on-site inspections; or (3) that the Architect has made examinations to ascertain how or for what purposes the Construction Manager has used amounts previously paid on account of the Contract. Such examinations, audits, and verifications, if required by the Owner, will be performed by the Owner's auditors acting in the sole interest of the Owner.

§ 11.2 Final Payment

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

- .1 the Construction Manager has fully performed the Contract, except for the Construction Manager's responsibility to correct Work as provided in Article 12 of AIA Document A201–2017, and to satisfy other requirements, if any, which extend beyond final payment;
- .2 the Construction Manager has submitted a final accounting for the Cost of the Work and a final Application for Payment; and
- .3 a final Certificate for Payment has been issued by the Architect in accordance with Section 11.2.2.2.

§ 11.2.2 Within 30 days of the Owner's receipt of the Construction Manager's final accounting for the Cost of the Work, the Owner shall conduct an audit of the Cost of the Work or notify the Architect that it will not conduct an audit.

§ 11.2.2.1 If the Owner conducts an audit of the Cost of the Work, the Owner shall, within 10 days after completion of the audit, submit a written report based upon the auditors' findings to the Architect.

§ 11.2.2.2 Within seven days after receipt of the written report described in Section 11.2.2.1, or receipt of notice that the Owner will not conduct an audit, and provided that the other conditions of Section 11.2.1 have been met, the Architect will either issue to the Owner a final Certificate for Payment with a copy to the Construction Manager, or notify the Construction Manager and Owner in writing of the Architect's reasons for withholding a certificate as provided in Article 9 of AIA Document A201–2017. The time periods stated in this Section 11.2.2 supersede those stated in Article 9 of AIA Document A201–2017. The Architect is not responsible for verifying the accuracy of the Construction Manager's final accounting.

§ 11.2.2.3 If the Owner's auditors' report concludes that the Cost of the Work, as substantiated by the Construction Manager's final accounting, is less than claimed by the Construction Manager, the Construction Manager shall be entitled to request mediation of the disputed amount without seeking an initial decision pursuant to Article 15 of AIA Document A201–2017. A request for mediation shall be made by the Construction Manager within 30 days after the Construction Manager's receipt of a copy of the Architect's final Certificate for Payment. Failure to request mediation within this 30-day period shall result in the substantiated amount reported by the Owner's auditors becoming binding on the Construction Manager. Pending a final resolution of the disputed amount, the Owner shall pay the Construction Manager the amount certified in the Architect's final Certificate for Payment.

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

§ 11.2.4 If, subsequent to final payment, and at the Owner's request, the Construction Manager incurs costs, described in Sections 7.1 through 7.7, and not excluded by Section 7.9, to correct defective or nonconforming Work, the Owner shall reimburse the Construction Manager for such costs, and the Construction Manager's Fee applicable thereto, on the same basis as if such costs had been incurred prior to final payment, but not in excess of the Guaranteed Maximum Price. If adjustments to the Contract Sum are provided for in Section 6.1.7, the amount of those adjustments shall be recalculated, taking into account any reimbursements made pursuant to this Section 11.2.4 in determining the net amount to be paid by the Owner to the Construction Manager.

§ 11.3 Interest

Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

(Insert rate of interest agreed upon, if any.)

%

ARTICLE 12 DISPUTE RESOLUTION

§ 12.1 Initial Decision Maker

§ 12.1.1 Any Claim between the Owner and Construction Manager shall be resolved in accordance with the provisions set forth in this Article 12 and Article 15 of A201–2017. However, for Claims arising from or relating to the Construction Manager's Preconstruction Phase services, no decision by the Initial Decision Maker shall be required as a condition precedent to mediation or binding dispute resolution, and Section 12.1.2 of this Agreement shall not apply.

§ 12.1.2 The Architect will serve as the Initial Decision Maker pursuant to Article 15 of AIA Document A201–2017 for Claims arising from or relating to the Construction Manager's Construction Phase services, unless the parties appoint below another individual, not a party to the Agreement, to serve as the Initial Decision Maker.

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

§ 12.2 Binding Dispute Resolution

For any Claim subject to, but not resolved by mediation pursuant to Article 15 of AIA Document A201–2017, the method of binding dispute resolution shall be as follows:
(Check the appropriate box.)

- ☐ Arbitration pursuant to Article 15 of AIA Document A201–2017
- ☒ Litigation in a court of competent jurisdiction
- ☐ Other: *(Specify)*

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

ARTICLE 13 TERMINATION OR SUSPENSION

§ 13.1 Termination Prior to Execution of the Guaranteed Maximum Price Amendment

§ 13.1.1 If the Owner and the Construction Manager do not reach an agreement on the Guaranteed Maximum Price, the Owner may terminate this Agreement upon not less than seven days' written notice to the Construction Manager, and the Construction Manager may terminate this Agreement, upon not less than seven days' written notice to the Owner.

§ 13.1.2 In the event of termination of this Agreement pursuant to Section 13.1.1, the Construction Manager shall be compensated for Preconstruction Phase services and Work performed prior to receipt of a notice of termination, in accordance with the terms of this Agreement. In no event shall the Construction Manager's compensation under this Section exceed the compensation set forth in Section 5.1.

§ 13.1.3 Prior to the execution of the Guaranteed Maximum Price Amendment, the Owner may terminate this Agreement upon not less than seven days' written notice to the Construction Manager for the Owner's convenience and without cause, and the Construction Manager may terminate this Agreement, upon not less than seven days' written notice to the Owner, for the reasons set forth in Article 14 of A201–2017.

§ 13.1.4 In the event of termination of this Agreement pursuant to Section 13.1.3, the Construction Manager shall be equitably compensated for Preconstruction Phase services and Work performed prior to receipt of a notice of termination. In no event shall the Construction Manager's compensation under this Section exceed the compensation set forth in Section 5.1.

§ 13.1.5 If the Owner terminates the Contract pursuant to Section 13.1.3 after the commencement of the Construction Phase but prior to the execution of the Guaranteed Maximum Price Amendment, the Owner shall pay to the Construction Manager an amount calculated as follows, which amount shall be in addition to any compensation paid to the Construction Manager under Section 13.1.4:

- .1 Take the Cost of the Work incurred by the Construction Manager to the date of termination;
- .2 Add the Construction Manager's Fee computed upon the Cost of the Work to the date of termination at the rate stated in Section 6.1 or, if the Construction Manager's Fee is stated as a fixed sum in that Section, an amount that bears the same ratio to that fixed-sum Fee as the Cost of the Work at the time of termination bears to a reasonable estimate of the probable Cost of the Work upon its completion; and
- .3 Subtract the aggregate of previous payments made by the Owner for Construction Phase services.

§ 13.1.6 The Owner shall also pay the Construction Manager fair compensation, either by purchase or rental at the election of the Owner, for any equipment owned by the Construction Manager that the Owner elects to retain and that is not otherwise included in the Cost of the Work under Section 13.1.5.1. To the extent that the Owner elects to take legal assignment of subcontracts and purchase orders (including rental agreements), the Construction Manager shall, as a condition of receiving the payments referred to in this Article 13, execute and deliver all such papers and take all such steps, including the legal assignment of such subcontracts and other contractual rights of the Construction Manager, as the Owner may require for the purpose of fully vesting in the Owner the rights and benefits of the Construction Manager

under such subcontracts or purchase orders. All Subcontracts, purchase orders and rental agreements entered into by the Construction Manager will contain provisions allowing for assignment to the Owner as described above.

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

§ 13.2 Termination or Suspension Following Execution of the Guaranteed Maximum Price Amendment

§ 13.2.1 Termination

The Contract may be terminated by the Owner or the Construction Manager as provided in Article 14 of AIA Document A201–2017.

§ 13.2.2 Termination by the Owner for Cause

§ 13.2.2.1 If the Owner terminates the Contract for cause as provided in Article 14 of AIA Document A201–2017, the amount, if any, to be paid to the Construction Manager under Article 14 of AIA Document A201–2017 shall not cause the Guaranteed Maximum Price to be exceeded, nor shall it exceed an amount calculated as follows:

- .1 Take the Cost of the Work incurred by the Construction Manager to the date of termination;
- .2 Add the Construction Manager's Fee, computed upon the Cost of the Work to the date of termination at the rate stated in Section 6.1 or, if the Construction Manager's Fee is stated as a fixed sum in that Section, an amount that bears the same ratio to that fixed-sum Fee as the Cost of the Work at the time of termination bears to a reasonable estimate of the probable Cost of the Work upon its completion;
- .3 Subtract the aggregate of previous payments made by the Owner; and
- .4 Subtract the costs and damages incurred, or to be incurred, by the Owner under Article 14 of AIA Document A201–2017.

§ 13.2.2.2 The Owner shall also pay the Construction Manager fair compensation, either by purchase or rental at the election of the Owner, for any equipment owned by the Construction Manager that the Owner elects to retain and that is not otherwise included in the Cost of the Work under Section 13.2.2.1.1. To the extent that the Owner elects to take legal assignment of subcontracts and purchase orders (including rental agreements), the Construction Manager shall, as a condition of receiving the payments referred to in this Article 13, execute and deliver all such papers and take all such steps, including the legal assignment of such subcontracts and other contractual rights of the Construction Manager, as the Owner may require for the purpose of fully vesting in the Owner the rights and benefits of the Construction Manager under such subcontracts or purchase orders.

§ 13.2.3 Termination by the Owner for Convenience

If the Owner terminates the Contract for convenience in accordance with Article 14 of AIA Document A201–2017, then the Owner shall pay the Construction Manager a termination fee as follows:

(Insert the amount of or method for determining the fee, if any, payable to the Construction Manager following a termination for the Owner's convenience.)

§ 13.3 Suspension

The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201–2017; in such case, the Guaranteed Maximum Price and Contract Time shall be increased as provided in Article 14 of AIA Document A201–2017, except that the term "profit" shall be understood to mean the Construction Manager's Fee as described in Sections 6.1 and 6.3.5 of this Agreement.

ARTICLE 14 MISCELLANEOUS PROVISIONS

§ 14.1 Terms in this Agreement shall have the same meaning as those in A201–2017. Where reference is made in this Agreement to a provision of AIA Document A201–2017 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 14.2 Successors and Assigns

§ 14.2.1 The Owner and Construction Manager, respectively, bind themselves, their partners, successors, assigns and legal representatives to covenants, agreements, and obligations contained in the Contract Documents. Except as provided in Section 14.2.2 of this Agreement, and in Section 13.2.2 of A201–2017, neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

§ 14.2.2 The Owner may, without consent of the Construction Manager, assign the Contract to a lender providing construction financing for the Project, if the lender assumes the Owner's rights and obligations under the Contract Documents. The Construction Manager shall execute all consents reasonably required to facilitate the assignment.

§ 14.3 Insurance and Bonds

§ 14.3.1 Preconstruction Phase

The Construction Manager shall maintain the necessary insurance for the duration of the Preconstruction Services Performed under this Agreement, to protect all aspects of the preconstruction services provided.

(Paragraph deleted)

(Table deleted)

(Paragraphs deleted)

§ 14.3.1.8 The Construction Manager shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 14.3.1.

§ 14.3.2 Construction Phase

After execution of the Guaranteed Maximum Price Amendment, the Owner and the Construction Manager shall purchase and maintain insurance as set forth in AIA Document A133™–2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price, Exhibit B, Insurance and Bonds, and elsewhere in the Contract Documents.

§ 14.3.2.1 The Construction Manager shall provide bonds as set forth in AIA Document A133™–2019 Exhibit B, and elsewhere in the Contract Documents.

§ 14.4 Notice in electronic format, pursuant to Article 1 of AIA Document A201–2017, may be given in accordance with AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, if completed, or as otherwise set forth below:

(If other than in accordance with AIA Document E203–2013, insert requirements for delivering notice in electronic format such as name, title, and email address of the recipient and whether and how the system will be required to generate a read receipt for the transmission.)

(Paragraphs deleted)

ARTICLE 15 SCOPE OF THE AGREEMENT

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

§ 15.2 The following documents comprise the Agreement:

- .1 AIA Document A133™–2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price
- .2 AIA Document A133™–2019, Exhibit A, Guaranteed Maximum Price Amendment, if executed
- .3 AIA Document A133™–2019, Exhibit B, Insurance and Bonds
- .4 AIA Document A201™–2017, General Conditions of the Contract for Construction

(Table deleted)(Paragraphs deleted)

(Paragraphs deleted)

Init.

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

OWNER (Signature)

CONSTRUCTION MANAGER (Signature)

(Printed name and title)

(Printed name and title)



Init.

/

Additions and Deletions Report for

AIA[®] Document A133™ – 2019

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 13:40:23 ET on 03/23/2021.

PAGE 1

AGREEMENT made as of the Second day of March in the year Two Thousand and Twenty-One

...

City of Twin Falls
c/o Twin Falls Fire Department
345 2nd Avenue East
Twin Falls, Idaho 83301

...

Starr Corporation
2995 E 3600 N
Twin Falls, Idaho 83301

...

New Fire Station #2, located near Washington St. and Cheney Dr., Twin Falls, Idaho
New Fire Station #3, located near Washington St. and Orchard Dr., Twin Falls, Idaho
New Fire Training Facility located at Rose St. and Victory Ave, Twin Falls, Idaho

...

Pivot North Architecture, PLLC
1101 W. Grove Street, Suite 101
Boise, Idaho 83702
(208) 690-3108

PAGE 2

See attached Exhibit C

...

To be determined

...

To be determined with Architect and Owner

PAGE 3

To be determined

...

To be determined

...

To be determined

...

Travis Rothweiler or Les Kenworthy
The City of Twin Falls
c/o Twin Falls Fire Department
345 2nd Avenue East
Twin Falls, Idaho 83301

...

N/A
PAGE 4

To be determined

...

To be determined

...

Pivot North Architecture, PLLC
Clint Sievers, Principal
1101 W. Grove Street, Suite 101
Boise, Idaho 83702
(208) 690-3108 ext. 701
clint@pivotnorthdesign.com

...

Starr Corporation
Michael Arrington and/or Jason Derricott
2995 East 3600 North
Twin Falls, Idaho 83301
(208) 733-5695

PAGE 10

Lump Sum: Ten Thousand Dollars (\$10,000)
PAGE 11

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

...

§ 5.2.2 Payments are due and payable upon presentation of the Construction Manager's invoice. Amounts unpaid sixty (60) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Construction Manager.

...

1.5 % monthly

...

Fixed fee established upon the execution of Exhibit A in an amount of 4.65% of the Owner-approved estimated cost of construction up to \$13,000,000 total project costs. Fee would reduce to 4.4% of the Owner-approved estimated cost of construction if the total cost of construction exceeds \$13,000,000.

...

The agreed upon fee percentage in 6.1.2 shall be applied to changes in the work beyond what is included in the GMP

...

Subcontractor's markup shall be limited to 10% for work up to \$10,000, and 5% for work above \$10,000

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

PAGE 16

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

PAGE 17

Five Percent (5%)

PAGE 20

[X] Litigation in a court of competent jurisdiction

PAGE 22

~~The Construction Manager shall maintain the following necessary insurance for the duration of the Preconstruction Services performed under this Agreement. If any of the requirements set forth below exceed the types and limits the Construction Manager normally maintains, the Owner shall reimburse the Construction Manager for any additional cost.~~Performed under this Agreement, to protect all aspects of the preconstruction services provided.

§ 14.3.1.1 Commercial General Liability with policy limits of not less than ~~—(\$ —) for each occurrence and —(\$ —) in the aggregate for bodily injury and property damage.~~

§ 14.3.1.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Construction Manager with policy limits of not less than ~~—(\$ —) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.~~

§ 14.3.1.3 ~~The Construction Manager may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided that such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 14.3.1.1 and 14.3.1.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.~~

~~§ 14.3.1.4 Workers' Compensation at statutory limits and Employers Liability with policy limits not less than —(\$—) each accident, —(\$—) each employee, and —(\$—) policy limit.~~

~~§ 14.3.1.5 Professional Liability covering negligent acts, errors and omissions in the performance of professional services, with policy limits of not less than —(\$—) per claim and —(\$—) in the aggregate.~~

~~§ 14.3.1.6 Other Insurance~~

~~(List below any other insurance coverage to be provided by the Construction Manager and any applicable limits.)~~

Coverage

Limits

~~§ 14.3.1.7 Additional Insured Obligations.~~ To the fullest extent permitted by law, the Construction Manager shall cause the primary and excess or umbrella policies for Commercial General Liability and Automobile Liability to include the Owner as an additional insured for claims caused in whole or in part by the Construction Manager's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations.

...

~~§ 14.5 Other provisions:~~

...

~~.5 — AIA Document E203™ 2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:~~

~~(Insert the date of the E203-2013 incorporated into this Agreement.)~~

~~.6 — Other Exhibits:~~

~~(Check all boxes that apply.)~~

~~[] — AIA Document E234™ 2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, dated as indicated below:~~

~~(Insert the date of the E234-2019 incorporated into this Agreement.)~~

~~[] — Supplementary and other Conditions of the Contract:~~

Document

Title

Date

Pages

~~.7 — Other documents, if any, listed below:~~

~~(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201–2017 provides that the advertisement or invitation to bid, Instructions to Bidders, sample forms, the Construction Manager's bid or proposal, portions of Addenda relating to bidding or proposal requirements, and other information furnished by the Owner in anticipation of receiving bids or proposals, are not part of the Contract Documents unless enumerated in this Agreement. Any such documents should be listed here only if intended to be part of the Contract Documents.)~~



Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, Pivot North Architecture, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 13:40:23 ET on 03/23/2021 under Order No. 3555685163 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A133™ – 2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price, as published by the AIA in its software, other than those additions and deletions shown in the associated Additions and Deletions Report.

(Signed)

(Title)

(Dated)



AIA[®] Document A133[™] – 2019 Exhibit B

Insurance and Bonds

This Insurance and Bonds Exhibit is part of the Agreement, between the Owner and the Construction Manager, dated the Second day of March in the year Two Thousand and Twenty-one

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

for the following **PROJECT**:

New Fire Station 2, located near Washington St. and Cheney Dr., Twin Falls, Idaho;
New Fire Station 3, located near Washington St. and Orchard Dr., Twin Falls, Idaho; and
New Fire Training Facility located at Rose St. and Victory Avenue, Twin Falls, Idaho.

THE OWNER:

City of Twin Falls
c/o Twin Falls Fire Department
345 2nd Avenue East
Twin Falls, Idaho 83301

THE CONSTRUCTION MANAGER:

Starr Corporation
2995 E 3600 N
Twin Falls, Idaho 83301

TABLE OF ARTICLES

- B.1 GENERAL**
- B.2 OWNER'S INSURANCE**
- B.3 CONSTRUCTION MANAGER'S INSURANCE AND BONDS**
- B.4 SPECIAL TERMS AND CONDITIONS**

ARTICLE B.1 GENERAL

The Owner and Construction Manager shall purchase and maintain insurance, and provide bonds, as set forth in this Exhibit. As used in this Exhibit, the term General Conditions refers to AIA Document A201[™]–2017, General Conditions of the Contract for Construction.

ARTICLE B.2 OWNER'S INSURANCE

§ B.2.1 General

Prior to commencement of the Work, the Owner shall secure the insurance, and provide evidence of the coverage, required under this Article B.2 and, upon the Construction Manager's request, provide a copy of the property insurance policy or policies required by Section B.2.3. The copy of the policy or policies provided shall contain all applicable conditions, definitions, exclusions, and endorsements.

§ B.2.2 Liability Insurance

The Owner shall be responsible for purchasing and maintaining the Owner's usual general liability insurance.

ADDITIONS AND DELETIONS:

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

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

This document is intended to be used in conjunction with AIA Document A201[™]–2017, General Conditions of the Contract for Construction. Article 11 of A201[™]–2017 contains additional insurance provisions.

§ B.2.3 Required Property Insurance

§ B.2.3.1 Property in Course of Construction Five Million Dollars (\$5,000,000.00) per covered occurrence.

(Paragraph deleted)

(Table deleted)

(Paragraphs deleted)

(Table deleted)

(Paragraphs deleted)

§ B.2.3.1.4 **Deductibles and Self-Insured Retentions.** If the insurance required by this Section B.2.3 is subject to deductibles or self-insured retentions, the Owner shall be responsible for all loss not covered because of such deductibles or retentions.

§ B.2.3.2 **Occupancy or Use Prior to Substantial Completion.** The Owner's occupancy or use of any completed or partially completed portion of the Work prior to Substantial Completion shall not commence until the insurance company or companies providing the insurance under Section B.2.3.1 have consented in writing to the continuance of coverage. The Owner and the Construction Manager shall take no action with respect to partial occupancy or use that would cause cancellation, lapse, or reduction of insurance, unless they agree otherwise in writing.

§ B.2.3.3 Insurance for Existing Structures

If the Work involves remodeling an existing structure or constructing an addition to an existing structure, the Owner shall purchase and maintain, until the expiration of the period for correction of Work as set forth in Section 12.2.2 of the General Conditions, "all-risks" property insurance, on a replacement cost basis, protecting the existing structure against direct physical loss or damage from the causes of loss identified in Section B.2.3.1, notwithstanding the undertaking of the Work. The Owner shall be responsible for all co-insurance penalties.

(Paragraphs deleted)

ARTICLE B.3 CONSTRUCTION MANAGER'S INSURANCE AND BONDS

§ B.3.1 General

§ B.3.1.1 **Certificates of Insurance.** The Construction Manager shall provide certificates of insurance acceptable to the Owner evidencing compliance with the requirements in this Article B.3 at the following times: (1) prior to commencement of the Work; (2) upon renewal or replacement of each required policy of insurance; and (3) upon the Owner's written request. An additional certificate evidencing continuation of commercial liability coverage, including coverage for completed operations, shall be submitted with the final Application for Payment and thereafter upon renewal or replacement of such coverage until the expiration of the periods required by Section B.3.2.1 and Section B.3.3.1. The certificates will show the Owner as an additional insured on the Construction Manager's Commercial General Liability and excess or umbrella liability policy or policies.

§ B.3.1.2 **Deductibles and Self-Insured Retentions.** The Construction Manager shall disclose to the Owner any deductible or self-insured retentions applicable to any insurance required to be provided by the Construction Manager.

§ B.3.1.3 **Additional Insured Obligations.** To the fullest extent permitted by law, the Construction Manager shall cause the commercial general liability coverage to include (1) the Owner, the Architect, and the Architect's consultants as additional insureds for claims caused in whole or in part by the Construction Manager's negligent acts or omissions during the Construction Manager's operations; and (2) the Owner as an additional insured for claims caused in whole or in part by the Construction Manager's negligent acts or omissions for which loss occurs during completed operations. The additional insured coverage shall be primary and non-contributory to any of the Owner's general liability insurance policies and shall apply to both ongoing and completed operations. To the extent commercially available, the additional insured coverage shall be no less than that provided by Insurance Services Office, Inc. (ISO) forms CG 20 10 07 04, CG 20 37 07 04, and, with respect to the Architect and the Architect's consultants, CG 20 32 07 04.

§ B.3.2 Construction Manager's Required Insurance Coverage

§ B.3.2.1 The Construction Manager shall purchase and maintain the following types and limits of insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project

Init.

is located. The Construction Manager shall maintain the required insurance until the expiration of the period for correction of Work as set forth in Section 12.2.2 of the General Conditions, unless a different duration is stated below:
(Paragraph deleted)

§ B.3.2.2 Commercial General Liability

§ B.3.2.2.1 Commercial General Liability insurance for the Project written on an occurrence form with policy limits of not less than One Million Dollars (\$ 1,000,000.00) each occurrence Two Million Dollars (\$ 2,000,000.00) general aggregate, and Two Million Dollars (\$ 2,000,000.00) aggregate for products-completed operations hazard, providing coverage for claims including

- .1 damages because of bodily injury, sickness or disease, including occupational sickness or disease, and death of any person;
- .2 personal injury and advertising injury;
- .3 damages because of physical damage to or destruction of tangible property, including the loss of use of such property;
- .4 bodily injury or property damage arising out of completed operations; and
- .5 the Construction Manager's indemnity obligations under Section 3.18 of the General Conditions.

§ B.3.2.2.2 The Construction Manager's Commercial General Liability policy under this Section B.3.2.2 shall not contain an exclusion or restriction of coverage for the following:

- .1 Claims by one insured against another insured, if the exclusion or restriction is based solely on the fact that the claimant is an insured, and there would otherwise be coverage for the claim.
- .2 Claims for property damage to the Construction Manager's Work arising out of the products-completed operations hazard where the damaged Work or the Work out of which the damage arises was performed by a Subcontractor.
- .3 Claims for bodily injury other than to employees of the insured.
- .4 Claims for indemnity under Section 3.18 of the General Conditions arising out of injury to employees of the insured.
- .5 Claims or loss excluded under a prior work endorsement or other similar exclusionary language.
- .6 Claims or loss due to physical damage under a prior injury endorsement or similar exclusionary language.
- .7 Claims related to residential, multi-family, or other habitational projects, if the Work is to be performed on such a project.
- .8 Claims related to roofing, if the Work involves roofing.
- .9 Claims related to exterior insulation finish systems (EIFS), synthetic stucco or similar exterior coatings or surfaces, if the Work involves such coatings or surfaces.
- .10 Claims related to earth subsidence or movement, where the Work involves such hazards.
- .11 Claims related to explosion, collapse and underground hazards, where the Work involves such hazards.

§ B.3.2.3 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Construction Manager, with policy limits of not less than One Million Dollars (\$ 1,000,000.00) per accident, for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles along with any other statutorily required automobile coverage.

§ B.3.2.4 The Construction Manager may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella insurance policies result in the same or greater coverage as the coverages required under Section B.3.2.2 and B.3.2.3, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ B.3.2.5 Workers' Compensation at statutory limits or \$500,000.000 each accident, whichever provides greater coverage.

§ B.3.2.6 Employers' Liability with policy limits not less than One Million Dollars (\$ 1,000,000.00) each accident.

§ B.3.2.7 Umbrella Liability with policy limits not less than Six Million Dollars (\$6,000,000.00) each occurrence and Six Million Dollars (\$6,000,000.00) in the aggregate.

§ B.3.2.8 If the Construction Manager is required to furnish professional services as part of the Work, the Construction Manager shall procure Professional Liability insurance covering performance of the professional services, with policy limits of not less than One Million Dollars (\$ 1,000,000.00) per claim and One Million Dollars (\$ 1,000,000.00) in the aggregate.

§ B.3.2.9 Builder's Risk Insurance sufficient to cover the entire Guaranteed Maximum Price of the Project.

(Paragraphs deleted)

§ B.3.4 Performance Bond and Payment Bond

The Construction Manager shall provide surety bonds, from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located, as follows:

(Specify type and penal sum of bonds.)

Type	Penal Sum
Payment Bond	100% of Guaranteed Maximum Price
Performance Bond	100% of Guaranteed Maximum Price

Payment and Performance Bonds shall be AIA Document A312™, Payment Bond and Performance Bond, or contain provisions identical to AIA Document A312™, current as of the date of this Agreement.

(Paragraphs deleted)

Additions and Deletions Report for AIA® Document A133™ – 2019 Exhibit B

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 13:50:21 ET on 03/23/2021.

PAGE 1

This Insurance and Bonds Exhibit is part of the Agreement, between the Owner and the Construction Manager, dated the Second day of March in the year Two Thousand and Twenty-one

...

~~(Name and location or address)~~

New Fire Station 2, located near Washington St. and Cheney Dr., Twin Falls, Idaho;

New Fire Station 3, located near Washington St. and Orchard Dr., Twin Falls, Idaho; and

New Fire Training Facility located at Rose St. and Victory Avenue, Twin Falls, Idaho.

...

~~(Name, legal status, and address)~~ City of Twin Falls

c/o Twin Falls Fire Department

345 2nd Avenue East

Twin Falls, Idaho 83301

...

~~(Name, legal status, and address)~~ Starr Corporation

2995 E 3600 N

Twin Falls, Idaho 83301

PAGE 2

§ B.2.3.1 Unless this obligation is placed on the Construction Manager pursuant to Section B.3.3.2.1, the Owner shall purchase and maintain, from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located, property insurance written on a builder's risk "all risks" completed value or equivalent policy form and sufficient to cover the total value of the entire Project on a replacement cost basis. The Owner's property insurance coverage shall be no less than the amount of the initial Contract Sum, plus the value of subsequent Modifications and labor performed and materials or equipment supplied by others. The property insurance shall be maintained until Substantial Completion and thereafter as provided in Section B.2.3.1.3, unless otherwise provided in the Contract Documents or otherwise agreed in writing by the parties to this Agreement. This insurance shall include the interests of the Owner, Construction Manager, Subcontractors, and Sub-subcontractors in the Project as insureds. This insurance shall include the interests of mortgagees as loss payees. Property in Course of Construction Five Million Dollars (\$5,000,000.00) per covered occurrence.

§ B.2.3.1.1 Causes of Loss. The insurance required by this Section B.2.3.1 shall provide coverage for direct physical loss or damage, and shall not exclude the risks of fire, explosion, theft, vandalism, malicious mischief, collapse, earthquake, flood, or windstorm. The insurance shall also provide coverage for ensuing loss or resulting damage from error, omission, or deficiency in construction methods, design, specifications, workmanship, or materials. Sub-limits, if any, are as follows:

(Indicate below the cause of loss and any applicable sub-limit.)

Cause of Loss

Sub-Limit

§ B.2.3.1.2 Specific Required Coverages. The insurance required by this Section B.2.3.1 shall provide coverage for loss or damage to falsework and other temporary structures, and to building systems from testing and startup. The insurance shall also cover debris removal, including demolition occasioned by enforcement of any applicable legal requirements, and reasonable compensation for the Architect's and Construction Manager's services and expenses required as a result of such insured loss, including claim preparation expenses. Sub-limits, if any, are as follows: *(Indicate below type of coverage and any applicable sub-limit for specific required coverages.)*

Coverage

Sub-Limit

§ B.2.3.1.3 Unless the parties agree otherwise, upon Substantial Completion, the Owner shall continue the insurance required by Section B.2.3.1 or, if necessary, replace the insurance policy required under Section B.2.3.1 with property insurance written for the total value of the Project that shall remain in effect until expiration of the period for correction of the Work set forth in Section 12.2.2 of the General Conditions.

...

§ B.2.4 Optional Extended Property Insurance.

The Owner shall purchase and maintain the insurance selected and described below.

(Select the types of insurance the Owner is required to purchase and maintain by placing an X in the box(es) next to the description(s) of selected insurance. For each type of insurance selected, indicate applicable limits of coverage or other conditions in the fill point below the selected item.)

☐ **§ B.2.4.1 Loss of Use, Business Interruption, and Delay in Completion Insurance**, to reimburse the Owner for loss of use of the Owner's property, or the inability to conduct normal operations due to a covered cause of loss.

☐ **§ B.2.4.2 Ordinance or Law Insurance**, for the reasonable and necessary costs to satisfy the minimum requirements of the enforcement of any law or ordinance regulating the demolition, construction, repair, replacement or use of the Project.

☐ **§ B.2.4.3 Expediting Cost Insurance**, for the reasonable and necessary costs for the temporary repair of damage to insured property, and to expedite the permanent repair or replacement of the damaged property.

☐ **§ B.2.4.4 Extra Expense Insurance**, to provide reimbursement of the reasonable and necessary excess costs incurred during the period of restoration or repair of the damaged property that are over and above the total costs that would normally have been incurred during the same period of time had no loss or damage occurred.

☐ **§ B.2.4.5 Civil Authority Insurance**, for losses or costs arising from an order of a civil authority prohibiting access to the Project, provided such order is the direct result of physical damage covered under the required property insurance.

☐ **§ B.2.4.6 Ingress/Egress Insurance**, for loss due to the necessary interruption of the insured's business due to physical prevention of ingress to, or egress from, the Project as a direct result of physical damage.

☐ **§ B.2.4.7 Soft Costs Insurance**, to reimburse the Owner for costs due to the delay of completion of the Work, arising out of physical loss or damage covered by the required property insurance: including construction loan fees; leasing and marketing expenses; additional fees, including those of architects, engineers, consultants, attorneys and accountants, needed for the completion of the construction, repairs, or reconstruction; and carrying costs such as property taxes, building permits, additional interest on loans, realty taxes, and insurance premiums over and above normal expenses.

§ B.2.5 Other Optional Insurance.

The Owner shall purchase and maintain the insurance selected below.

(Select the types of insurance the Owner is required to purchase and maintain by placing an X in the box(es) next to the description(s) of selected insurance.)

☐ **§ B.2.5.1 Cyber Security Insurance** for loss to the Owner due to data security and privacy breach, including costs of investigating a potential or actual breach of confidential or private information.
(Indicate applicable limits of coverage or other conditions in the fill point below.)

☐ **§ B.2.5.2 Other Insurance**
(List below any other insurance coverage to be provided by the Owner and any applicable limits.)

Coverage

Limits

PAGE 3

(If the Construction Manager is required to maintain insurance for a duration other than the expiration of the period for correction of Work, state the duration.)

...

§ B.3.2.2.1 Commercial General Liability insurance for the Project written on an occurrence form with policy limits of not less than (\$) each occurrence, (\$) general aggregate, and (\$ One Million Dollars (\$ 1,000,000.00) each occurrence Two Million Dollars (\$ 2,000,000.00) general aggregate, and Two Million Dollars (\$ 2,000,000.00) aggregate for products-completed operations hazard, providing coverage for claims including

...

§ B.3.2.3 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Construction Manager, with policy limits of not less than One Million Dollars (\$ 1,000,000.00) per accident, for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles along with any other statutorily required automobile coverage.

...

§ B.3.2.5 Workers' Compensation at statutory ~~limits~~ limits or \$500,000.000 each accident, whichever provides greater coverage.

§ B.3.2.6 Employers' Liability with policy limits not less than ~~(\$) each accident, (\$) each employee, and (\$) policy limit.~~ One Million Dollars (\$ 1,000,000.00) each accident.

§ B.3.2.7 Jones Act, and the Longshore & Harbor Workers' Compensation Act, as required, if the Work involves hazards arising from work on or near navigable waterways, including vessels and docks Umbrella Liability with policy limits not less than Six Million Dollars (\$6,000,000.00) each occurrence and Six Million Dollars (\$6,000,000.00) in the aggregate.

§ B.3.2.8 If the Construction Manager is required to furnish professional services as part of the Work, the Construction Manager shall procure Professional Liability insurance covering performance of the professional services, with policy limits of not less than One Million Dollars (\$ 1,000,000.00) per claim and One Million Dollars (\$ 1,000,000.00) in the aggregate.

§ B.3.2.9 If the Work involves the transport, dissemination, use, or release of pollutants, the Construction Manager shall procure Pollution Liability insurance, with policy limits of not less than ~~(\$) per claim and (\$) in the aggregate.~~ Builder's Risk Insurance sufficient to cover the entire Guaranteed Maximum Price of the Project.

§ B.3.2.10 Coverage under Sections B.3.2.8 and B.3.2.9 may be procured through a Combined Professional Liability and Pollution Liability insurance policy, with combined policy limits of not less than ~~(\$) per claim and (\$) in the aggregate.~~

§ B.3.2.11 Insurance for maritime liability risks associated with the operation of a vessel, if the Work requires such activities, with policy limits of not less than ~~(\$) per claim and (\$) in the aggregate.~~

§ B.3.2.12 Insurance for the use or operation of manned or unmanned aircraft, if the Work requires such activities, with policy limits of not less than ~~(\$) per claim and (\$) in the aggregate.~~

§ B.3.3 Construction Manager's Other Insurance Coverage

§ B.3.3.1 Insurance selected and described in this Section B.3.3 shall be purchased from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Construction Manager shall maintain the required insurance until the expiration of the period for correction of Work as set forth in Section 12.2.2 of the General Conditions, unless a different duration is stated below:

(If the Construction Manager is required to maintain any of the types of insurance selected below for a duration other than the expiration of the period for correction of Work, state the duration.)

§ B.3.3.2 The Construction Manager shall purchase and maintain the following types and limits of insurance in accordance with Section B.3.3.1.

(Select the types of insurance the Construction Manager is required to purchase and maintain by placing an X in the box(es) next to the description(s) of selected insurance. Where policy limits are provided, include the policy limit in the appropriate fill point.)

- ☐ **§ B.3.3.2.1** Property insurance of the same type and scope satisfying the requirements identified in Section B.2.3, which, if selected in this Section B.3.3.2.1, relieves the Owner of the responsibility to purchase and maintain such insurance except insurance required by Section B.2.3.1.3 and Section B.2.3.3. The Construction Manager shall comply with all obligations of the Owner under Section B.2.3 except to the extent provided below. The Construction Manager shall disclose to the Owner the amount of any deductible, and the Owner shall be responsible for losses within the deductible. Upon request, the Construction Manager shall provide the Owner with a copy of the property insurance policy or policies required. The Owner shall adjust and settle the loss with the insurer and be the trustee of the proceeds of the property insurance in accordance with Article 11 of the General Conditions unless otherwise set forth below:

(Where the Construction Manager's obligation to provide property insurance differs from the Owner's obligations as described under Section B.2.3, indicate such differences in the space below. Additionally, if a party other than the Owner will be responsible for adjusting and settling a loss with the insurer and acting as the trustee of the proceeds of property insurance in accordance with Article 11 of the General Conditions, indicate the responsible party below.)

- [] **§ B.3.3.2.2 Railroad Protective Liability Insurance**, with policy limits of not less than \$() per claim and \$() in the aggregate, for Work within fifty (50) feet of railroad property.
- [] **§ B.3.3.2.3 Asbestos Abatement Liability Insurance**, with policy limits of not less than \$() per claim and \$() in the aggregate, for liability arising from the encapsulation, removal, handling, storage, transportation, and disposal of asbestos-containing materials.
- [] **§ B.3.3.2.4 Insurance for physical damage to property while it is in storage and in transit to the construction site on an "all risks" completed value form.**
- [] **§ B.3.3.2.5 Property insurance on an "all risks" completed value form, covering property owned by the Construction Manager and used on the Project, including scaffolding and other equipment.**
- [] **§ B.3.3.2.6 Other Insurance**
(List below any other insurance coverage to be provided by the Construction Manager and any applicable limits.)

Coverage

Limits

PAGE 4

Type	Penal Sum (\$0.00)
Payment Bond	<u>100% of Guaranteed Maximum Price</u>
Performance Bond	<u>100% of Guaranteed Maximum Price</u>

...

ARTICLE B.4 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Insurance and Bonds Exhibit, if any, are as follows:

Exhibit C

Twin Falls Fire Department
Programming Workshop
January 28, 2021

	Station 1 (Headquarters)	Station 2 (Training)	Station 3	Station 4 (ARFF)	Station 5	MFD 6	CFD 3	Olympia 4	VRFA 33	
	2nd Avenue and Jerome	Washington and Cheney	Washington and Orchard	Airport	Filer and Hankins					
Operations										
Apparatus Bay	6,120	4,800	3,400	1,932	4,320	3,247	3,267	4,417	4,750	VRFA- sq.ft includes bunker gear/EMS Storage/rac
Decon	110	260	260		110	259	262	168	166	
Shop	140	140	140	124	100	242	39	156	122	
Air Room	120	120	120			244	84		150	
Fill Station					80					
Clean Project Room	200	-	-		-					
App Bay Restroom	64	64	64		64	68	69		47	
Bunker Gear Storage	323	340	255		255	339	288	216		
Snow Removal Equipment Sto.	80				80					
General Storage	200	200	200		120	166	140		231	
App Bay Janitorial	64	64	64		64	37	58		10	CFD- plus hose storage
Spinkler / Compressor Room	60	60	60		60	76	106	50	55	
Foam Storage				228						
Hose Storage		22				22				
Mezzanine Storage								600		
Subtotal	7,481	6,070	4,563	2,284	5,253	4,700	4,313	5,607	5,531	
Living Quarters										
Individual Sleep Rooms	1,152	720	720	288	864	515	509	720	584	
Lockers									440	
Individual Restroom/Showers	384	288	288	88	288	266	274	245	324	
Kitchen	360	280	225		280	342	376	552	597	
Dining	360	272	225		272	281				
Dayroom	576	468	375		468	505	432	320	340	CFD- Dining plus Day
Fitness	640	640	640		640	643	527	684	802	
Laundry	120	120	120		120	103	132	80	155	CFD- Laundry and Janitorial
Linen / Towel Storage Closet								24		
Janitorial	64	64	64		64	76				
Subtotal	3,656	2,852	2,657	376	2,996	2,731	2,250	2,625	3,242	
Public and Front of the House										
Public Lobby	240	150	150		240	153	143	192	204	
Public Restrooms	128	64	64		128	71	66	484	59	
Community Room	400	-	-		-					
Community / Training Room	-	-	-		400			1,044		
Community Storage								64		
Firefighter Work Area	468	468	350	360	468	522	350		281	
Station Captain - Office	174	120	120		174	130	110	240	101	
Station Captain - Sleep Room	90				90					
Restroom/Shower - Captain & FF Work Area	96				96					
Battalion Chief - Office	222	120	-		-	119	100			
Battalion Chief - Sleep Room	90	120				102	102			
Battalion Chief - Restroom/Shower	96	90				85	60			
Administrative Assistant	100	-	-		-					
Fire Marshal	168	-	-		-					
Deputy Chief	168	-	-		-					
Fire Chief	216	-	-		-					
(2) Training Officers	-	-	-		-					
Office - Growth	336	-	-		-					
Copy / Supplies / Storage	192			64						
Radio Desk								48		
Conference Room									246	
Communications Room (IS)	100	100	100		100	120	105	128		Olympia- comm and electrical is togethe
Subtotal	3,284	1,232	784	424	1,696	1,302	1,056	2,200	891	
Subtotal	14,421	10,154	8,004	3,084	9,945	8,733	7,619	10,432	9,664	
Allowance for Mechanical / Electrical	10% 1,442	1,015	800	308	995	105	114		149	
Allowance for Circulation	15% 2,163	1,523	1,201	463	1,492	859	644	1,565	761	
Total Anticipated Base Square Footage	18,026	12,693	10,005	3,855	12,431	9,697	8,377	11,997	10,574	
Training Components, if elected										
Training Room	884									
Training Room Storage	144									
Training Room Restrooms	372									
Allowance for Mechanical / Electrical	10% 140	-	-	-	-					
Allowance for Circulation	15% 210	-	-	-	-					
Subtotal	1,750	-	-	-	-	-	-	-	-	
EMS Components, if elected										
(2) Individual Sleep Rooms	288			-	288				-	
(1) Individual Restroom/Showers	96			-	96				-	
Increased size of Kitchen (45sf/pp)	90			-	90				-	
Increased size of Dining (45sf/pp)	90			-	90				-	
Increased size of Dayroom (75sf/pp)	150			-	150				-	
EMS Storage & Supplies	120	120	120	-	120			144	-	
EMS Office & Work Area	250			-	250				-	
Allowance for Mechanical / Electrical	10% 108	12	12	-	108				-	
Allowance for Circulation	15% 163	18	18	-	163				-	
Subtotal	1,355	150	150	-	1,355	-	-	144	-	
Police Micro-Station, if elected										
Police Office & Work Area	-	-	-	-	-	-	-	-	-	
Allowance for Mechanical / Electrical	10% -	-	-	-	-	-	-	-	-	
Allowance for Circulation	15% -	-	-	-	-	-	-	-	-	
Subtotal	-	-	-	-	-	-	-	-	-	
Total Square Footage, including ALL Alternates	21,131	12,843	10,155	3,855	13,786	9,697	8,377	12,141	10,574	
GROSS Square Footage						10,667	9,347			



Date: Monday, March 29, 2021
To: Honorable Mayor and City Council
From: Bill Carberry, Airport Manager

Request:

Consideration of a request to award a bid and contract to Idaho Materials and Construction to construct the FAA phase IV taxi lane 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 phase IV taxi lane construction will complement the other phases under construction by completing the connection to the airport's main taxiway and runway. This project will also aid in the need for more hangar development parcels in the N.E. development area.

The bid opening was February 25, 2021, with two bids received. Idaho Materials and Construction submitted the low bid at \$1,104,056.00. Western Construction submitted a higher bid at \$1,139,000.00. The Engineers estimate for the project was \$1,339,895.00. (see JUB's attached recommendation of award and bid analysis). The low bid from Idaho Materials and construction was 17.6% lower than the Engineer's Estimate.

Approval Process:

A majority vote of the Council is need to approve the request.

Budget Impact:

The Airport Construction fund, equally funded by the City and County, has the required 6.25% local match required. The local match is funded through the airline Passenger Facility Charge fund (PFC).

Regulatory Impact:

The contract with Idaho Materials and 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 to Idaho Materials and Construction for \$1,104,056.00, and authorize the Mayor to sign the contract, contingent upon legal review and FAA funding.

Attachments: JUB Recommendation of Award and Bid Analysis



March 1, 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 3-16-0036-048-2021
FY 2021 Airport Improvements to Joslin Field – Magic Valley Regional Airport
Extend Taxiway N

Dear Mr. Carberry:

Sealed bids for the Extend Taxiway N to the Magic Valley Regional Airport were received and opened at 3:00 PM on February 25, 2021. The project consists of three bid schedules. In accordance with paragraph 30.02 Award of Contract, General Provision, the total of base bid Schedule A, additive option Schedule B and additive option Schedule C are 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:

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

Contractor	Location	Base Bid Schedule A	Additive Option Schedule B	Additive Option Schedule C	% Within Estimate
Engineer’s Estimate		\$920,170.00	\$375,975.00	\$43,750.00	-
Western Construction, Inc.	Boise, ID	\$853,610.50	\$241,317.50	\$44,072.00	-15.0%
Idaho Materials & Construction, Inc.	Twin Falls, ID	\$821,774.00	\$237,743.00	\$44,539.00	-17.6%

The low bidder, Idaho Materials and Construction (IMC), submitted a bid that was 17.6% lower than the Engineer’s Estimate. The average of the three bids was \$1,121,528, which is 16.3% less than the Engineer’s Estimate. This difference in average bid is largely believed to be driven by the very competitive environment of the current bidding market, as well as the fact that both bidding contractors have large concurrent projects near the proximity of this project. 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 Items C-100-14.1 and C-105-3.1 of base bid Schedule A and additive option Schedule B. The difference in total prices for the project Contractor Quality Control Plan (C-100-14.1) and mobilization (C-105-3.1) in this bid schedule accounted for more than the overall difference in bid totals for both the IMC bid (11.6% lower than the total Engineer’s Estimate) and the Western Construction,

Inc.'s bid (10.5% lower than the total Engineer's Estimate). These price differences are largely driven by the fact that both bidding contractors have concurrent projects in proximity of this project. While acknowledging the potential for significant cost savings of these concurrent adjacent projects, the Engineer felt it was most prudent to not account for this savings in the Engineer's Estimate to remain flexible for potential schedule changes and other potential bidders.

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 IMC to be competitive, fair and reasonable in accordance with FAA AIP Handbook-Order 5100.38D.

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

IMC is not a DBE contractor but they did not list any DBE subcontractors as part of the bid proposal. Also enclosed are copies of the bid packages for your files.

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.



M. Kent Atkin, P.E.
Project Manager

Enclosures:
Bid Summary
IMC Bid Package

BID SUMMARY

PROJECT TITLE: PROJECT NUMBER: OWNER: ENGINEER: BID OPENING: LOCATION:	Extend Taxiway N AIP 3-16-0036-048-2021 City of Twin Falls and Twin Falls County J-U-B Engineers, Inc. 2/25/2021 3:00 PM Office of J-U-B Engineers, Inc. 2114 Village Park Ave, Ste. 100, Twin Falls, ID 83301
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BID INFORMATION:

CONTRACTOR:	ENGINEER'S ESTIMATE	IMC	WESTERN CONSTRUCTION, INC.
Bid Proposal (Signed)	-	X	X
Bid Schedule of Items & Prices	-	X	X
Acknowledgement of Addenda #1	-	X	X
Declaration of Non-Collusion	-	X	X
Bid Bond	-	X	X
Statement of Bidders Pre-Qualifications	-	X	X
Subcontractors List	-	X	X
Certification of Offerer/Bidder Regarding			
Tax Delinquency and Felony Convictions	-	X	X
Buy American Certificate	-	X	X
Trade Restriction Certification	-	X	X
Mobilization Price Cap	-	X	X
Plan Holder	-	X	X
Base Bid Schedule A	\$920,170.00	\$821,774.00	\$853,610.50
Additive Alternate Schedule B	\$375,975.00	\$237,743.00	\$241,317.50
Additive Alternate Schedule C	\$43,750.00	\$44,539.00	\$44,072.00
Bid Grand Total	\$1,339,895.00	\$1,104,056.00	\$1,139,000.00
Bidder Rank		1	2

BID SCHEDULE "A" EXTEND TAXIWAY N
City of Twin Falls and Twin Falls, County, Idaho
MAGIC VALLEY REGIONAL AIRPORT / JOSLIN FIELD
AIRPORT IMPROVEMENTS FY 2021
FAA AIP PROJECT NO. 3-16-0036-048-2021

Item No.	Spec. No.	Description	Estimated Quantity	Unit Measure	Engineer's Estimate		Western Construction, Inc.		IMC	
					Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
1	C-100-14.1	Contractor Quality Control Plan (CQCP)	1	LS	\$50,000.00	\$50,000.00	\$25,000.00	\$25,000.00	\$40,000.00	\$40,000.00
2	C-102-5.1	Storm Water Pollution Prevention Plan and Control Measure	1	LS	\$5,000.00	\$5,000.00	\$5,200.00	\$5,200.00	\$17,500.00	\$17,500.00
3	C-105-3.1	Mobilization	1	LS	\$100,000.00	\$100,000.00	\$60,300.50	\$60,300.50	\$52,000.00	\$52,000.00
4	P-101-5.1	Pavement Removal	350	SY	\$20.00	\$7,000.00	\$18.00	\$6,300.00	\$2.40	\$840.00
5	P-101-5.2	Pavement Saw Cutting	250	LF	\$5.00	\$1,250.00	\$6.00	\$1,500.00	\$5.00	\$1,250.00
6	P-103-4.1	Airport Safety and Security	1	LS	\$7,500.00	\$7,500.00	\$9,500.00	\$9,500.00	\$24,500.00	\$24,500.00
7	P-152-4.3	Unsuitable Overdepth Excavation	200	CY	\$50.00	\$10,000.00	\$20.00	\$4,000.00	\$52.00	\$10,400.00
8	P-152-4.5	Prepare Existing Subgrade	9,560	SY	\$2.00	\$19,120.00	\$1.00	\$9,560.00	\$1.20	\$11,472.00
9	P-154-5.1	Subbase Course	1,500	CY	\$50.00	\$75,000.00	\$52.00	\$78,000.00	\$48.00	\$72,000.00
10	P-209-5.1	Crushed Aggregate Base Course	1,000	CY	\$60.00	\$60,000.00	\$54.00	\$54,000.00	\$57.00	\$57,000.00
11	P-209-5.2	Shoulder Crushed Aggregate Base Course	625	CY	\$60.00	\$37,500.00	\$54.00	\$33,750.00	\$57.00	\$35,625.00
12	P-401-8.1	Asphalt Surface Course	1,600	Ton	\$105.00	\$168,000.00	\$110.00	\$176,000.00	\$104.00	\$166,400.00
13	P-403-8.1	Asphalt Stabilized Base Course	1,950	Ton	\$100.00	\$195,000.00	\$110.00	\$214,500.00	\$90.00	\$175,500.00
14	P-403-8.2	Paved Shoulder Asphalt Surface Course	800	Ton	\$105.00	\$84,000.00	\$110.00	\$88,000.00	\$104.00	\$83,200.00
15	P-603-5.1	Emulsified Asphalt Tack Coat	1,800	GAL	\$5.00	\$9,000.00	\$4.00	\$7,200.00	\$2.80	\$5,040.00
16	P-620-5.1	Yellow Temporary Marking without Glass Beads	3,100	SF	\$1.50	\$4,650.00	\$0.80	\$2,480.00	\$0.65	\$2,015.00
17	P-620-5.2	Yellow Marking with Glass Beads	3,100	SF	\$1.50	\$4,650.00	\$0.80	\$2,480.00	\$0.65	\$2,015.00
18	D-701-5.1	4-inch AWWA C-900 Outlet Pipe	300	LF	\$40.00	\$12,000.00	\$30.00	\$9,000.00	\$18.50	\$5,550.00
19	D-705-5.1	4-inch Pipe Underdrain, Complete In Place	2,500	LF	\$25.00	\$62,500.00	\$20.00	\$50,000.00	\$20.00	\$50,000.00
20	D-705-5.2	Underdrain Cleanout, Complete	4	EA	\$1,000.00	\$4,000.00	\$3,400.00	\$13,600.00	\$1,700.00	\$6,800.00
21	L-125-5.1	Install New Elevated Retroreflective Taxiway Marker	20	EA	\$200.00	\$4,000.00	\$162.00	\$3,240.00	\$133.35	\$2,667.00
BID SCHEDULE "A" TOTAL						\$920,170.00		\$853,610.50		\$821,774.00

BID SCHEDULE "B" RECONSTRUCT ARFF ACCESS ROAD
City of Twin Falls and Twin Falls, County, Idaho
MAGIC VALLEY REGIONAL AIRPORT / JOSLIN FIELD
AIRPORT IMPROVEMENTS FY 2021
FAA AIP PROJECT NO. 3-16-0036-048-2021

Item No.	Spec. No.	Description	Estimated Quantity	Unit Measure	Engineer's Estimate		Western Construction, Inc.		IMC	
					Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
1	C-100-14.1	Contractor Quality Control Plan (CQCP)	1	LS	\$15,000.00	\$15,000.00	\$8,000.00	\$8,000.00	\$1,000.30	\$1,000.30
2	C-102-5.1	Storm Water Pollution Prevention Plan and Control Measure	1	LS	\$2,500.00	\$2,500.00	\$1,000.00	\$1,000.00	\$2,550.00	\$2,550.00
3	C-105-3.1	Mobilization	1	LS	\$60,000.00	\$60,000.00	\$12,000.00	\$12,000.00	\$3,500.00	\$3,500.00
4	P-101-5.1	Pavement Removal	2,500	SY	\$8.00	\$20,000.00	\$6.00	\$15,000.00	\$2.80	\$7,000.00
5	P-101-5.2	Pavement Saw Cutting	75	LF	\$5.00	\$375.00	\$6.00	\$450.00	\$16.50	\$1,237.50
6	P-101-5.3	Relocate Existing Mailbox on New Foundation	1	EA	\$2,500.00	\$2,500.00	\$2,000.00	\$2,000.00	\$1,250.00	\$1,250.00
7	P-101-5.4	Relocate Existing Light Pole on New Foundation	1	EA	\$5,000.00	\$5,000.00	\$7,800.00	\$7,800.00	\$7,606.20	\$7,606.20
8	P-103-4.2	Install New Permanent Access Road Sign	4	EA	\$250.00	\$1,000.00	\$650.00	\$2,600.00	\$1,000.00	\$4,000.00
9	P-152-4.1	Unclassified Excavation	80	CY	\$10.00	\$800.00	\$24.00	\$1,920.00	\$9.50	\$760.00
10	P-152-4.2	Borrow Excavation	6,800	CY	\$10.00	\$68,000.00	\$6.50	\$44,200.00	\$7.00	\$47,600.00
11	P-152-4.3	Unsuitable Overdepth Excavation	50	CY	\$10.00	\$500.00	\$25.00	\$1,250.00	\$50.00	\$2,500.00
12	P-152-4.4	Rock Excavation	200	CY	\$175.00	\$35,000.00	\$15.00	\$3,000.00	\$165.00	\$33,000.00
13	P-154-5.1	Subbase Course	450	CY	\$50.00	\$22,500.00	\$65.00	\$29,250.00	\$48.00	\$21,600.00
14	P-209-5.1	Crushed Aggregate Base Course	300	CY	\$60.00	\$18,000.00	\$70.00	\$21,000.00	\$57.00	\$17,100.00
15	P-403-8.3	Access Road Asphalt Surface Course	450	Ton	\$100.00	\$45,000.00	\$125.00	\$56,250.00	\$104.00	\$46,800.00
16	P-620-5.3	White Temporary Marking without Glass Beads	1,075	SF	\$2.00	\$2,150.00	\$0.85	\$913.75	\$0.86	\$924.50
17	P-620-5.4	White Marking with Glass Beads	1,075	SF	\$2.00	\$2,150.00	\$0.85	\$913.75	\$0.86	\$924.50
18	D-701-5.2	12-inch AWWA C-900 Storm Drain Pipe	45	LF	\$50.00	\$2,250.00	\$42.00	\$1,890.00	\$52.00	\$2,340.00
19	D-701-5.3	Install 36-inch Storm Drain Pipe Provided by Owner	305	LF	\$150.00	\$45,750.00	\$26.00	\$7,930.00	\$40.00	\$12,200.00
20	D-751-5.1	Storm Drain Catch Basin	2	EA	\$9,000.00	\$18,000.00	\$9,000.00	\$18,000.00	\$4,150.00	\$8,300.00
21	D-751-5.2	Modify and Install 72" Storm Drain Manhole Provided	1	EA	\$5,000.00	\$5,000.00	\$4,300.00	\$4,300.00	\$7,250.00	\$7,250.00
22	D-751-5.3	Adjust Existing Manhole to Grade	1	EA	\$2,500.00	\$2,500.00	\$650.00	\$650.00	\$7,000.00	\$7,000.00
23	D-751-5.4	Storm Drain Outlet Structure	1	EA	\$2,000.00	\$2,000.00	\$1,000.00	\$1,000.00	\$1,300.00	\$1,300.00
BID SCHEDULE "B" TOTAL						\$375,975.00		\$241,317.50		\$237,743.00

BID SCHEDULE "C" RELOCATE EXISTING FENCE AND GATES
City of Twin Falls and Twin Falls, County, Idaho
MAGIC VALLEY REGIONAL AIRPORT / JOSLIN FIELD
AIRPORT IMPROVEMENTS FY 2021
FAA AIP PROJECT NO. 3-16-0036-048-2021

Item No.	Spec. No.	Description	Estimated Quantity	Unit Measure	Engineer's Estimate		Western Construction, Inc.		IMC	
					Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
1	F-162-5.1	Relocate Existing Perimeter Fence	1,110	LF	\$25.00	\$27,750.00	\$25.20	\$27,972.00	\$30.80	\$34,188.00
2	F-162-5.2	Relocate Existing Manual Gate	1	EA	\$1,000.00	\$1,000.00	\$1,500.00	\$1,500.00	\$1,993.00	\$1,993.00
3	F-162-5.3	Relocate Existing Electronic Sliding Gate	1	EA	\$15,000.00	\$15,000.00	\$14,600.00	\$14,600.00	\$8,358.00	\$8,358.00
BID SCHEDULE "C" TOTAL						\$43,750.00		\$44,072.00		\$44,539.00

Staker & Parson Companies dba



**IDAHO MATERIALS
& CONSTRUCTION**
A CRH COMPANY

1310 Addison Ave West
Twin Falls, ID 83301

**JUB. ENGINEERS
RECEIVED**

FEB 25 2021
2:40 PM
TWIN FALLS, IDAHO

City of Twin Falls and Twin Falls County, Idaho
MAGIC VALLEY REGIONAL AIRPORT
Extend Taxiway N
AIP # 3-16-0036-048-2021

BIDDER'S CHECKLIST

Bids will only be accepted from those registered planholders who have obtained a set of Plans and Contract Documents from J-U-B ENGINEERS, Inc. **The following items shall constitute the BID PROPOSAL and shall be completed and accompany the Bid:**

- ☒ The BID PROPOSAL shall be filled out and signed (Pages 1-10 to 1-16).
- ☒ The BID SCHEDULE OF ITEMS AND UNIT PRICES shall be complete including the extensions (Pages 1-11 to 1-14).
- ☒ All ADDENDA shall be acknowledged on the Bid Proposal (Page 1-14).
- ☒ A BID BOND or CERTIFIED CHECK in the amount of five percent (5%) of the TOTAL BID including alternates shall be included (Page 1-17).
- ☒ STATEMENT OF BIDDERS PRE-QUALIFICATIONS form must be completed, provide both the form and Evidence of Financial Responsibility Statement with bid (Pages 1-18 to 1-20).
- ☒ SUBCONTRACTOR LIST must be filled out and included if there are any electrical, HVAC, and/or plumbing subcontractors. (Page 1-21).
- ☒ CERTIFICATION OF OFFERER/BIDDER REGARDING TAX DELINQUENCY AND FELONY CONVICTIONS must be filled out and included (Page 1-22).
- ☒ BUY AMERICAN CERTIFICATE must be filled out and included. Note: Within 15 calendar days of the bid opening, the low bidder must submit to the Owner a formal waiver request and required documentation that support the type of waiver being requested (Pages 1-23 to 1-24).
- ☒ TRADE RESTRICTION CERTIFICATION must be filled out and included (Page 1-25).
- ☒ MOBILIZATION PRICE CAP. Please note that the Contractor's bid price for Mobilization (Item C-105) shall not exceed 25% of the total bid amount. Those bid proposals in which the Mobilization Bid Item exceeds 25% of the total bid amount as identified herein shall be determined as non-responsive.
- ☒ Bids will only be accepted from those registered planholders who have obtained a set of plans and Contract Documents from J-U-B Engineers, Inc.

All Bids shall contain the items listed above in complete form. ***Failure to complete and provide any of the above items may be grounds for rejection of the bid as non-responsive, at the discretion of the OWNER.***

Magic Valley Regional Airport Twin Falls, Idaho

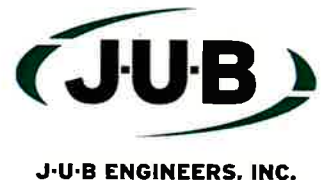


Extend Taxiway N

Project No: 3-16-0036-048-2021 (Pending)

January 2021

Prepared by
J-U-B ENGINEERS, Inc.
2114 Village Park Ave. Suite 100
Twin Falls, Idaho 83301
(208) 733-2414



City of Twin Falls and Twin Falls County, Idaho
MAGIC VALLEY REGIONAL AIRPORT
Extend Taxiway N
AIP # 3-16-0036-048-2021

BID PROPOSAL

Proposal of Staker Parson Companies Inc (hereinafter called "Bidder"), organized and existing under the laws of the State of Utah, doing business as * Idaho Materials & Construction.

To the City of Twin Falls, Idaho and Twin Falls County, Idaho (hereinafter collectively called the "OWNER").

In compliance with your Advertisement for Bids for the Extend Taxiway N project, having examined the Drawings and Specifications with related documents and the site of the proposed Work, and being familiar with all the conditions surrounding the construction of the proposed Project, including the availability of materials and labor, hereby propose to furnish all labor, materials and supplies and to complete the Work in accordance with the Contract Documents within the time set forth therein. This price is to cover all expenses incurred in performing the Work required under the Contract Documents of which this is a part.

By submission of this Bid, each Bidder certifies, and in case of a joint Bid each party thereto certifies as to his own organization, that this Bid has been arrived at independently, without consultation, communication, or agreement as to any matter relating to this Bid with any other Bidder or with any competitor.

The Bidder agrees that the Work will be substantially completed within the time identified in the Instruction for Bidders after the date when the Contract Time commences to run.

The Bidder accepts the provisions of the Agreement as to the liquidated damages in the event of failure to complete the Work on time.

* Insert "a corporation", "a partnership", or "an individual" as applicable.

City of Twin Falls and Twin Falls County, Idaho
MAGIC VALLEY REGIONAL AIRPORT
Extend Taxiway N
AIP # 3-16-0036-048-2021

BID PROPOSAL (CONTINUED)

BID SCHEDULE OF ITEMS AND PRICES

The bidder agrees to perform all work described in accordance with the Contract Documents, Specifications and as shown on the Plans for the following unit prices. Unit prices for all items shall be shown in both numbers and words. If a bidder's proposal contains a discrepancy between unit bid prices written in words and unit bid prices written in numbers, the unit bid price written in words shall govern.

PROJECT TITLE: Extend Taxiway N

CONTRACTOR NAME:

Staker Parson & Companies Inc dba Idaho Materials & Construction

BASE BID – CONSTRUCT TAXIWAY N

Item No.	Item No.	Item Description	Est. Qty	Unit	Unit Price	Total Price
1	C-100-14.1	Contractor Quality Control Plan (CQCP)				
@	Forty Thousand Dollars		1	LS	\$ 40,000.00	\$ 40,000.00
2	C-102-5.1	Storm Water Pollution Prevention Plan and Control Measures				
@	Seventeen Thousand Five Hundred Dollars		1	LS	\$ 17,500.00	\$ 17,500.00
3	C-105-3.1	Mobilization				
@	Fifty Two Thousand Dollars		1	LS	\$ 52,000.00	\$ 52,000.00
4	P-101-5.1	Pavement Removal				
@	Two Dollars and forty cents		350	SY	\$ 2.40	\$ 840.00
5	P-101.5.2	Pavement Saw Cutting				
@	Five Dollars		250	LF	\$ 5.00	\$ 1,250.00
6	P-103-4.1	Airport Safety and Security				
@	Twenty Four Thousand Five Hundred Dollars		1	LS	\$ 24,500.00	\$ 24,500.00
7	P-152-4.3	Unsuitable Over Depth Excavation				
@	Fifty Two Dollars		200	CY	\$ 52.00	\$ 10,400.00
8	P-152.4.5	Prepare Existing Subgrade				
@	One Dollar Twenty Cents		9560	SY	\$ 1.20	\$ 11,472.00
9	P-154-5.1	Subbase Course				
@	Forty Eight Dollars		1500	CY	\$ 48.00	\$ 72,000.00
10	P-209-5.1	Crushed Aggregate Base Course				
@	Fifty Seven Dollars		1,000	CY	\$ 57.00	\$ 57,000.00
11	P-209-5.2	Shoulder Crushed Aggregate Base Course				
@	Fifty Seven Dollars		625	CY	\$ 57.00	\$ 35,625.00
12	P-401-8.1	Asphalt Surface Course				
@	One Hundred Four Dollars		1,600	TON	\$ 104.00	\$ 166,400.00

City of Twin Falls and Twin Falls County, Idaho
MAGIC VALLEY REGIONAL AIRPORT
Extend Taxiway N
AIP # 3-16-0036-048-2021

BID PROPOSAL (CONTINUED)

13	P-403-8.1	Asphalt Stabilized Base Course				
@	Ninety Dollars		1950	TON	\$ 90.00	\$ 175,500.00
14	P-403-8.2	Paved Shoulder Asphalt Surface Course				
@	One Hundred Four Dollars		800	TON	\$ 104.00	\$ 83,200.00
15	P-603-5.1	Emulsified Asphalt Tack Coat				
@	Two Dollars and Eighty Cents		1,800	GAL	\$ 2.80	\$ 5,040.00
16	P-620-5.1	Yellow Temporary Marking without Glass Beads				
@	Sixty Five Cents		3,100	SF	\$ 0.65	\$ 2,015.00
17	P-620-5.2	Yellow Marking with Glass Beads				
@	Sixty Five Cents		3,100	SF	\$ 0.65	\$ 2,015.00
18	D-701-5.1	4-inch AWWA C-900 Outlet Pipe				
@	Eighteen Dollars Fifty Cents		300	LF	\$ 18.50	\$ 5,550.00
19	D-705-5.1	4-inch Pipe Underdrain, Complete in Place				
@	Twenty Dollars		2,500	LF	\$ 20.00	\$ 50,000.00
20	D-705-5.2	Underdrain Cleanout, Complete				
@	One Thousand Seven Hundred Dollars		4	EACH	\$ 1,700.00	\$ 6,800.00
21	L-125-5.1	Install New Elevated Retroreflective Taxiway Marker				
@	One Hundred Thirty Three Thirty Five Cents		20	EACH	\$ 133.35	\$ 2,667.00
TOTAL BASE BID SCHEDULE A					\$	821,774.00

ADDITIVE ALTERNATIVE SCHEDULE B - RECONSTRUCTION ARFF ACCESS ROAD

Item No.	Item No.	Item Description	Est. Qty	Unit	Unit Price	Total Price
1	C-100-14.1	Contractor Quality Control Plan (CQCP)				
@	<i>One Thousand Dollars and Thirty Cents</i>		1	LS	\$ 1,000.30	\$ 1,000.30
2	C-102-5.1	Storm Water Pollution Prevention Plan and Control Measures				
@	<i>Two Thousand Five Hundred Fifty Dollars</i>		1	LS	\$ 2,550.00	\$ 2,550.00
3	C-105-3.1	Mobilization				
@	<i>Three Thousand Five Hundred Dollars</i>		1	LS	\$ 3,500.00	\$ 3,500.00
4	P-101-5.1	Pavement Removal				
@	<i>Two Dollars Eighty Cents</i>		2,500	SY	\$ 2.80	\$ 7,000.00
5	P-101-5.2	Pavement Saw Cutting				
@	<i>Sixteen Dollars And Fifty Cents</i>		75	LF	\$ 16.50	\$ 1,237.50
6	P-101-5.3	Relocate Existing Mailbox on New Foundation				
@	<i>One Thousand Two Hundred Fifty Dollars</i>		1	EACH	\$ 1,250.00	\$ 1,250.00
7	P-101-5.4	Relocate Existing Light Pole on New Foundation				
@	<i>Seven Thousand Six Hundred Six Dollars And Twenty Cents</i>		1	EACH	\$ 7,606.20	\$ 7,606.20

45-20-023 / Magic Valley Regional Airport

J-U-B Master Revision Date 04-26-17

City of Twin Falls and Twin Falls County, Idaho
MAGIC VALLEY REGIONAL AIRPORT
Extend Taxiway N
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BID PROPOSAL (CONTINUED)

8	P-103-4.2	Install New Permanent Access Road Sign				
@	One Thousand Dollars		4	EACH	\$ 1,000.00	\$ 4,000.00
9	P-152-4.1	Unclassified Excavation				
@	Nine Dollars Fifty Cents		80	CY	\$ 9.50	\$ 760.00
10	P-152-4.2	Borrow Excavation				
@	Seven Dollars		6800	CY	\$ 7.00	\$ 47,600.00
11	P-152-4.3	Unsuitable Overdepth Excavation				
@	Fifty Dollars		50	CY	\$ 50.00	\$ 2,500.00
12	P-152-4.4	Rock Excavation				
@	One Hundred Sixty Five Dollars		200	CY	\$ 165.00	\$ 33,000.00
13	P-154-5.1	Subbase Course				
@	Forty Eight Dollars		450	CY	\$ 48.00	\$ 21,600.00
14	P-209-5.1	Crushed Aggregate Base Course				
@	Fifty Seven Dollars		300	CY	\$57.00	\$ 17,100.00
15	P-403-8.3	Access Road Asphalt Surface Course				
@	One Hundred Four Dollars		450	TON	\$104.00	\$ 46,800.00
16	P-620-5.3	White Temporary Marking without Glass Beads				
@	Eighty Six Cents		1075	SF	\$0.86	\$ 924.50
17	P-620-5.4	White Temporary Marking with Glass Beads				
@	Eighty Six Cents		1075	SF	\$0.86	\$ 924.50
18	D-701-5.2	12-inch AWWA C-900 Storm Drain Pipe				
@	Fifty Two Dollars		45	LF	\$52.00	\$ 2,340.00
19	D-701-5.3	Install 36-inch Storm Drain Pipe Provided By Owner				
@	Forty Dollars		305	LF	\$40.00	\$ 12,200.00
20	D-751-5.1	Stormdrain Catch Basin				
@	Four Thousand One Hundred Fifty Dollars		2	EACH	\$4,150.00	\$ 8,300.00
21	D-751-5.2	Modify and Install 72" Stormdrain Manhole Provided by Owner				
@	Seven ThousandTwo Hundred Fifty Dollars		1	EACH	\$7,250.00	\$ 7,250.00
22	D-751-5.3	Adjust Existing Manhole to Grade				
@	Seven Thousand Dollars		1	EACH	\$7,000.00	\$ 7,000.00
23	D-751-5.4	Storm Drain Outlet Structure				
@	One Thousand Three Hundred Dollars		1	EACH	\$1,300.00	\$ 1,300.00
TOTAL BASE BID SCHEDULE B					\$	237,743.00

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BID PROPOSAL (CONTINUED)

ADDITIVE ALTERNATIVE SCHEDULE C - RELOCATE FENCE AND GATES						
Item No.	Item No.	Item Description	Est. Qty	Unit	Unit Price	Total Price
45	F-162-5.1	Relocate Existing Perimeter Fence				
@	Thirty Dollars And Eighty Cents		1110	LF	\$30.80	\$ 34,188.00
46	F-162-5.2	Relocate Existing Perimeter Manual Gate				
@	One Thousand Nine Hundred Ninety Three Dollars		1	EACH	\$1,993.00	\$ 1,993.00
47	F-162-5.3	Relocate Existing Electronic Sliding Gate				
@	Eight Thousand Three Hundred Fifty Eight Dollars		1	EACH	\$8,358.00	\$ 8,358.00
TOTAL ADDITIVE ALLTERNATE SCHEDULE C					\$	44,539.00

BASE BID SCHEDULE A	\$	821,774.00
ADDITIVE OPTION SCHEDULE B	\$	237,743.00
ADDITIVE OPTION SCHEDULE C	\$	44,539.00
TOTAL ALL BIDS	\$	1,104,056.00

The undersigned acknowledges receipt of the following addenda:

Addendum No: One *Ala*
 Addendum No: _____
 Addendum No: _____

Date: February 16, 2021
 Date: _____
 Date: _____

NON-CONCLUSION DECLARATION

I, by signing the proposal, hereby declare, under penalty of perjury under the laws of the United States that the following Statements are true and correct:

- 1 That the undersigned person(s), firm, association, or corporation has (have) not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with the project for which this proposal is submitted.
- 2 That by signing the signature page of this proposal, I am deemed to have signed and to have agreed to the provisions of this declaration.

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BID PROPOSAL (CONTINUED)

NOTICE TO ALL BIDDERS

To report rigging activities call: **1-800-424-9071**

The U.S. Department of Transportation (USDOT) operates the above toll-free "hotline" Monday through Friday, 8:00 a.m. to 5:00 p.m., Eastern Time. Anyone with knowledge of possible bid rigging, bidder collusion, or other fraudulent activities should use the "hotline" to report such activities.

The "hotline" is part of USDOT's continuing effort to identify and investigate highway construction contract fraud and abuse and is operated under the direction of the USDOT Inspector General. All information will be treated confidentially, and caller anonymity will be respected.

CERTIFICATION OF BIDDER REGARDING DEBARMENT

2 CFR Part 180 & 2 CFR Part 1200

By submitting a bid/proposal under this solicitation, the bidder or offeror certifies that neither it nor its principals are presently debarred or suspended by any Federal department or agency from participation in this transaction.

CERTIFICATION OF LOWER TIER CONTRACTORS REGARDING DEBARMENT

The successful bidder, by administering each lower tier subcontract that exceeds \$25,000 as a "covered transaction", must 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. The successful bidder 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.

LOBBYING AND INFLUENCING FEDERAL EMPLOYEES

49 CFR PART 20 APPENDIX A

The bidder or offeror certifies by signing and submitting this bid or proposal, 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 bidder or offeror, 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 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 Form to Report Lobbying," in accordance with its instructions.

City of Twin Falls and Twin Falls County, Idaho
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BID PROPOSAL (CONTINUED)

- 3) The undersigned 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.

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.

(Seal if Bid is By Corporation)

SUBMITTED ON (DATE) February 25th 2021

BIDDERS SIGNATURE 

TYPED NAME AND TITLE Josh Young, Authorized Agent

COMPANY NAME Staker Parson & Companies Inc dba Idaho Materials & Construction

MAILING ADDRESS 1310 Addison Ave West, Twin Falls ID 83301

TELEPHONE 208-733-5933, 208-901-1360

CONTRACTOR'S REVENUE TAX NUMBER 87-0674587

APPOINTMENT OF AUTHORIZED EMPLOYEES

Pursuant to the authority granted by the Board of Directors of Staker & Parson Companies ("the Company"), Scott W. Parson, Chief Executive Officer of the Company, hereby declares that the following individuals shall be, and each of them hereby is, appointed to serve as an Authorized Employee of the Corporation until his or her resignation, removal, disqualification, or death, and each such individual is hereby authorized to execute and deliver such agreements, documents, certificates and other instruments under the seal of the Company, if required, for the purpose of conducting the Company's business, including selling products, securing construction work, initiating company purchases and entering into contracts, such authority being subject to the dollar amount limitations set forth by the officers of the Company, including but not limited to those designated in the Company PROACTIS limits and the Staker & Parson Companies Approval Limits Documentation:

Authorized Agents Having Powers of a Vice President:

Brent Burr	Jake Goodliffe
Chris Kinnersley	Travis Canfield
John Eric Emerson	Brandon Pack
Roger Rich	Derrick Pack
Tim Brown	Jeff Trosper
Cade Christoffersen	Ben Young

* Authority to sign hauler agreements

Albrecht, David	Christiansen, Buddy	Glancy, Christina
Aldrich, Nikki	Christiansen, Hugh	Goodrich, Lee
Allan, Dawn	*Clark, Pete	Gray, Jamie
Allen, Joseph	Clevenger, Ross	Green, Dale
Allison, Cody	Cobbley, Greg	Green, Leslie
Anderson, Austin	Coffman, Rylene	*Groves, Jon
Anderson, Brad	*Collard, Bevan	Gunter, Gerald
Anderson, Scott	*Collard, Jeff	Guymon, Jeremy
Antonio, Francis	Condrey, Darci	Guymon, Tim
Argyle, Jory	Conner, Rhandi	Hales, Jan
Armstrong, Pat	Covey, Mason L	Hansen, Destrie
Atwood, Nick	Crockett, Kevin	*Hansen, Brad
Baird, Robert	Crossley, Brooke	Harvey, Jeremy
Barrett, Scott	Dalley, Mike	Hayes, Hudd
Barrett, Shanna	Dalton, Brent	Henkels, Larry
*Baughman, Frank	Davis, Jeff	Hernandez, Ed
Bennett, Gary	Davis, Shannon	Herring, Chris
Berntson, Brad	Doty, Travis	Hiatt, Phill
Berry, Todd	Dunn, Peggy	Hickman, Tony
Binggeli, Jason	East, Shad	Hill, Robin
Boyer, Jon	Edmunds, Brent	Hintze, Shane
Boyer, Lane	Eells, William	Hobbs, Jared
Brown, Brandon	Egbert, Mitch	Hogan, Jim
Braun, Perry	Ekart, Alyssa	Hopkins, Mike
Burr, Kade	*Ellison, Landon	Huschka, Nathan
Burr, Derek	*Fabrizio, Craig	Inama, Adrian
Butler, Kathren (HK)	Fisher, Heather	Johansen, Ryan
Carlson, Dale	Foster, Angela	Johnson, Braydon
Carter, Cole	*Freeman, Gene	Johnson, Matt
Carter, Mark	Fred, Lynn	Jolley, Kevin
Chamberlain, McKay	Freston, Grace	Johnson, Kodey
Child, Gary	Garcia, Krista	Johnson, Matt
		Kelly, Jim

*Kelso, Hal
King, Darin
Kisler, Clint
Larsen, James
Larsen, Mike
Law, Kim
Leonard, Jeremy
Lindsay, Chuck
Liu, Cheyenne
Lovell, Kylan
Luke, Eric
Lutz, Jason
Mantz, Dorace
Marshall, Bob
Martinez, Annie
Mason, Jaden
Matheson, Bryan
Mattinson, Jeremy
Maxfield, James
Mays, Ashley
McCarthy, Nancy
McCoy, Brian
McFadden, Scott
McHugh, Mitzi
McIntosh, Ron
McMillan, Sherry
Mecham, Nicholas
*Meikle, Travis
Meyers, David
*Mitchell, John
Mickles, Shannon
Montoya, Kelly
Morgan, Kelly
Morrill, Clint
Moynier, Ryan
Murray, Randi
Murray, Ronan
Mustin, Keith
*Neilson, Erik
Nelson, Iris
Nelson, Tyson
Neumeyer, Ryan

*Newby, Mike
Nicholes, Keith
Nicoletti, Louie
Nielson, Lisa
Nielson, John
Niemeyer, Alice
Noorda, Sean
Ogden, Steve
Olson, Drake
*Oman, Chance
Ostergaard, Tamera
Owen, Matt
Packard, Clay
*Parker, Shawn
Parson, Cooper
Peirce, Bobby
*Petersen, Marc
Peterson, Jeff
Peterson, Shauna
Pond, Greg
Ponton, James
Poole, Tyler
Prill, Dusty
Rasmussen, Blake
Rasmussen, Brock
Rhoades, Chris
Rich, Roger
Richards, Derek
Rivera, Sean
Ross, Kelly
Rowley, Craig
Rowser, Kolby
*Russell, Ryan
Ryan, Cam
Schildhauer, Jill
Sharp, Michelle
Sheffield, Mark
Sibbett
Simpson, Jason
Smith, Brant
Sommer, Aaron
Spackman, Travis

Stevenson, John
Staker, Jonas
Stewart, David
*Stinger, Nathan
Stocks, Brian
Stratton, Aaron
Strick, Shane
Taintor, Rhett
Talbot, Jeffery
Taney, Ben
Taylor, Mark
Thackeray, Nicholas
Thain, Ryan
Thompson, Jerry
Thompson, Mike
Thorpe, Tom
Thurgood, Dave
*Torgerson, Layne
Traveller, Sheila
Trent, Heather
Tullis, Tim
Turja, Shirley
VanDyke, Andrew
Wahlin, Mike
Waite, Glenn
Walker, Adam
Ward, Shawn
Warren, Jeff
Wilcox, Jeremy
Wilden, Joseph
*Wilkes, John
Williams, David
Wilson, Dave
Wilson, Peter J
*Wood, Kyle
Worthington, Michael
Yates, Todd
*Ylincheta, Chris
Young, Josh
Zakotnik, Wayne


Scott W. Parson
Chief Executive Officer

June 9, 2020
Date


6/9/2020.



City of Twin Falls and Twin Falls County, Idaho
MAGIC VALLEY REGIONAL AIRPORT
Extend Taxiway N
AIP # 3-16-0036-048-2021

BID BOND

Staker Parson & Companies Inc. dba

Idaho Materials & Construction

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, Idaho Materials & Construction, as Principal, and Fidelity & Deposit Company of Maryland, as Surety, a corporation duly organized under the laws of the State of Illinois, having its principal place of business at 2350 S 1900 W, Oaden in the State of Utah, and authorized to do business in the State of Idaho are hereby held and firmly bound unto the City of Twin Falls, Idaho and Twin Falls County, Idaho, as OWNER in the penal sum of Five Percent of Total Bid Amount (\$ 5% of Bid Amount) the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, successors, and assigns.

Signed this 25th day of February, 2021.

The conditions of the above obligation is such that whereas the Principal has submitted to the OWNER a certain Bid, attached hereto and hereby made a part hereof to enter into a contract in writing, for the **Extend Taxiway N project**, **AIP # 3-16-0036-048-2021**.

NOW, THEREFORE, (a) if said Bid shall be rejected, or (b) if said Bid shall be accepted and the Principal shall execute and deliver a contract in the Form of Contract attached hereto (properly completed in accordance with said Bid) and shall furnish a Bond for his faithful performance of said contract, and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said Bid, then this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its Bond shall be in no way impaired or affected by any extension of the time within which the OWNER may accept such Bid; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officer, the day and year first set forth above.

Staker Parson & Companies Inc. dba Idaho Materials & Construction

Principal

By: Fidelity & Deposit Company of Maryland
Surety

Countersigned:

By: TP-Mark Resident Agent

The Attorney-in-Fact (Resident Agent), who executed this Bond in behalf of the Surety Company, must attach a copy of his power-of-attorney as evidence of his authority.

IMPORTANT - Surety companies executing bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State where the Project is located.

**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Illinois, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Illinois (herein collectively called the "Companies"), by **Robert D. Murray, Vice President**, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint, **Pat ARMSTRONG, Ryan RUSSELL, R. Ashley MAYS, Travis MEIKLE, Timothy BROWN and Josh YOUNG, all of Nampa, Idaho, EACH**, its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **Any and all bid bonds issued on behalf of Staker & Parson Companies DBA Idaho Materials & Construction, Nampa, Idaho each in a penalty not to exceed the sum of \$1,000,000**, and the execution of such bid bonds in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland, and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland, in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said **ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND**, this 5th day of February, A.D. 2021.



ATTEST:

**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND**

By: Robert D. Murray
Vice President

By: Dawn E. Brown
Secretary

**State of Maryland
County of Baltimore**

On this 5th day of February, A.D. 2021, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **Robert D. Murray, Vice President and Dawn E. Brown, Secretary** of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, deposeth and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.

Constance A. Dunn, Notary Public
My Commission Expires: July 9, 2023



EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify or revoke any such appointment or authority at any time."

CERTIFICATE

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies,
this 25th day of February, 2021.



Brian M. Hodges, Vice President

TO REPORT A CLAIM WITH REGARD TO A SURETY BOND, PLEASE SUBMIT A COMPLETE DESCRIPTION OF THE CLAIM INCLUDING THE PRINCIPAL ON THE BOND, THE BOND NUMBER, AND YOUR CONTACT INFORMATION TO:

Zurich Surety Claims
1299 Zurich Way
Schaumburg, IL 60196-1056
www.reportsfclaims@zurichna.com
800-626-4577

SURETY ACKNOWLEDGMENT

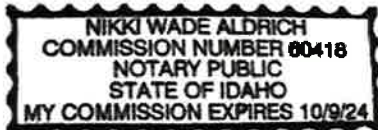
STATE OF IDAHO }
COUNTY OF TWIN FALLS } SS

On this 25th day of February 2021 before me personally came Travis Meikle to me known, who, being by me duly sworn, did depose and say that he is an Attorney-In-Fact of **FIDELITY AND DEPOSIT COMPANY OF MARYLAND** the corporation described in and which executed the within instrument; that he knows the corporate seal of said corporation, that the seal affixed to the within instrument is such corporate seal, and that he signed the said instrument and affixed the said seal as Attorney-In-Fact of the Board of Directors of said corporation and by authority of this office under the Standing Resolutions thereof.



Notary Public

My commission expires: 10/09/2024



City of Twin Falls and Twin Falls County, Idaho
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STATEMENT OF BIDDER'S PRE-QUALIFICATIONS
(TO BE SUBMITTED WITH BID)

All questions must be answered and the data given must be clear and comprehensive. This statement must be notarized. If necessary, questions may be answered on separate attached sheets. The Bidder may submit any additional information desired.

1. Name of Bidder and office where project will be administered:

Staker & Parson Companies DBA Idaho
Materials & Construction Twin Falls Office

2. Provide evidence of financial responsibility consisting of a confidential statement or report of CONTRACTOR'S financial resources and liabilities as of the last calendar year or last fiscal year. Such statement or report shall be certified by a public accountant. Unless otherwise specified, a bidder may submit evidence that he or she is prequalified with the State Highway Division and is on the current "bidder's list" of the state in which the proposed work is located. Such evidence of State Highway Division prequalification may be submitted as evidence of financial responsibility in lieu of the certified statements or reports specified above. Evidence of financial responsibility may also be determined based on if the Bid Bond submitted is issued by a Surety, meeting the requirements of Section 30-05 of the FAA General Provisions. The Owner reserves the right to request further information deemed necessary to determine financial responsibility prior to award. Refusal to submit any further requested information within 2 business days of the request will result in rejection of the bid with no further consideration for award action. Any other form of bid security shall not be considered for evidence of financial responsibility.

3. List two or more construction projects similar in size and scope to this project that your company has completed within the past 3 years. Provide the following:

a. Project Name:	<u>Runway Extension Ph.2 - Gooding Airport</u>
b. Owner Name:	<u>City Of Gooding</u>
c. Owner Contact:	<u>Justin Reyes</u>
d. Total Contract Amount:	<u>\$1,244,744.00</u>
e. Project Duration:	<u>Three Months</u>
f. Project Superintendent:	<u>Brandon Burrup</u>
a. Project Name:	<u>Extend Taxilane 14</u>
b. Owner Name:	<u>City Of Twin Falls</u>
c. Owner Contact:	<u>Kent Atkins</u>
d. Total Contract Amount:	<u>\$621,473.00</u>
e. Project Duration:	<u>Two Months</u>
f. Project Superintendent:	<u>Brandon Burrup</u>

City of Twin Falls and Twin Falls County, Idaho
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a. Project Name: Buhl Airport Taxilanes Rehab C & Construct D

b. Owner Name: City Of Buhl

c. Owner Contact: Ken Adkins

d. Total Contract Amount: \$861,904.00

e. Project Duration: Three Months

f. Project Superintendent: Brandon Burrup

Note: All contact information shall be verified by the CONTRACTOR to be current and correct. This Information shall include: the OWNER's name, address, phone number, the OWNER's representative, who has working knowledge of the project, their name and phone number.

4. List any projects involving your company that have involved litigation, threatened litigation, or negotiated settlements due to quality of work, contract time or other noncompliance with plans and specifications.

None

5. Provide on a separate piece of paper the background and experience of the principal members of your organization, including as a minimum the following staff to be assigned to the Project: **Project Manager, Superintendent, Paving Foreman, and Paving Screed Operator.**

6. Equipment: Please list below the major pieces of equipment (owned and rented) you are available for use on this project. Please provide specific details. Use additional sheets if necessary.

# of Units	Description	Rented or Owned	Size/Capacity
1	Grader	Owned	Cat 140 Or Equal
1	Loader	Owned	Cat 150 Or Equal
1	Paver	Owned	Cat 1040 Or Equal
2	Double Drum Rollers	Rented	Cat CB-64 Or Equal
1	Grade Roller	Rented	Cat CS56B Or Equal
1	Water Truck	Owned	3,500 Gallon Tank

City of Twin Falls and Twin Falls County, Idaho
MAGIC VALLEY REGIONAL AIRPORT
Extend Taxiway N
AIP # 3-16-0036-048-2021

STATEMENT OF BIDDER'S PRE-QUALIFICATIONS (Continued)

The undersigned, as a duly authorized representative of the CONTRACTOR, certifies that the information provided in this Prequalification Form is accurate as reported.

The undersigned hereby authorizes and requests any person, firm, or corporation to furnish any information requested by the Owner in verification of the recitals comprising this Statement.

Dated at Office this 25th day of February 2021.

(NAME OF BIDDER) Staker Parson & Companies Inc. dba Idaho Materials & Construction

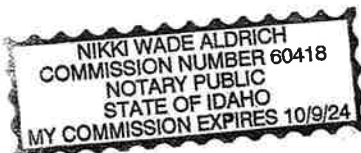
By:  Josh Young

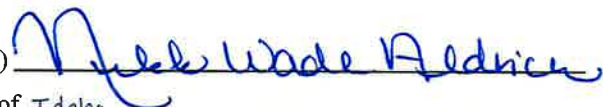
Title: Authorized Agent

State of Idaho)
) ss.
County of Twin Falls)

Josh Young being duly sworn deposes and says that he is Authorized Agent of Staker Parson & Companies Inc. dba Idaho Materials & Construction (Name of Organization) and that the answers to the foregoing questions and all statements therein contained are true and correct.

Subscribed and sworn to before me this 25th day of February 2021.

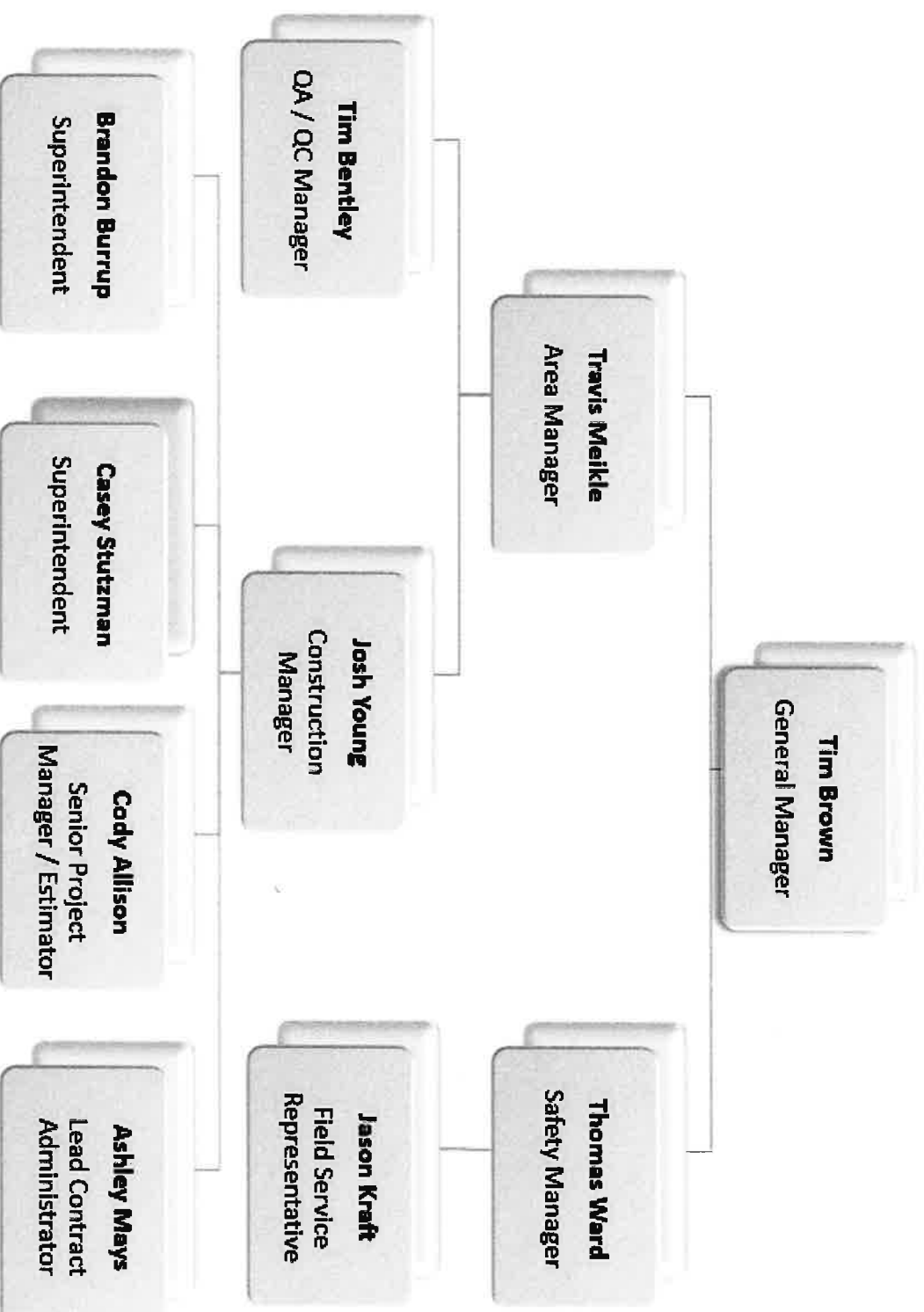


(Notary Public) 
State of Idaho
My Commission Expires 10/09/2024



IDAHO MATERIALS & CONSTRUCTION

A CRH COMPANY





STAKER | PARSON
C O M P A N I E S

Staker & Parson Companies

CORPORATE PROFILE

BUSINESS OVERVIEW:

Staker & Parson Companies through its various operating companies, supplies sand, rock, landscape products, ready mixed concrete, asphalt paving and construction services throughout the Intermountain West.

Staker & Parson Companies is a wholly owned subsidiary of CRH Americas Materials, Inc. CRH is a global, diversified building materials business and a Fortune 500 company employing 85,000 people at over 3,600 operating locations in 32 countries worldwide.

ANNUAL PRODUCTION:

Sand & Rock Products 18.8M tons; Ready Mix Concrete 2.7M; Cubic yds. Asphalt 2.8M tons

ANNUAL SALES:

\$957Million (\$500,000,000 contract dollar bonding limit).

NUMBER OF EMPLOYEES:

2700

PLACE OF BUSINESS:

Headquarters in Ogden, Utah - Branch offices in Utah, Idaho & Nevada

OFFICERS:

Scott W. Parson	President & CEO
Jared Hyde	CFO & Secretary
Scott Hinerman	Corporate Controller & Asst. Secretary
Mike Kurz	Region President

BANK & TRADE REFERENCES:

Bank of America PO Box 27025 Richmond, VA 23261 www.bankvot.com (888) 589-3473	LafargeHolcim (US) 26571 Network Place Chicago, IL 60673-1265 (801) 829-5566 Attn: Tim Bochnowski	Ash Grove Cement Company P.O. Box 25900 Overland Park, KS 66225 (913) 319-6145 Attn: Jim Gray Jim.gray@ashgrove.com
Elwood Staffing PO Box 1024 Columbus, IN 47202-1024 (801) 971-1911 Attn: Dave Stryker		Wheeler Equipment 4901 W. 2100 S. Salt Lake City, Utah 84120 (435) 251-8425 Attn: Dana Armijo

CONTRACTOR'S LICENSES:

Utah-Contractor's License
Idaho-Contractor's License
Nevada-General Engineering Contractor's License
Oregon-Contractor's License
Wyoming-Highway Department Contractor Pre-qualification (no license required)
Arizona-Contractor's License

BONDING & INSURANCE:

BONDING Marsh USA Attn: Tina Davis 60 E. South Temple Salt Lake City, UT 84111 (800) 574-7444	INSURANCE Liberty Mutual Attn: Michelle Hopkins & Stan Esposito One North Shore Center, 12 Federal Street, Suite 310 Pittsburgh, PA 15212-5706 (412) 231-1331 ext. 35395
---	---

FEDERAL TAX ID NUMBER:

87-0674587

OPERATING COMPANIES:



Staker Parson Materials & Construction

2350 South 1900 West, Ste. 100
Ogden, UT 84401-3481
Phone: (801) 731-1111
Fax: (801) 731-8800



Burdick Materials

1368 South 3000 West
PO Box 459
Roosevelt, UT 84066-0459
Phone: (435) 722-5013
Fax: (435) 722-2810



Hales Sand & Gravel

408 West 100 South
PO Box 279
Redmond, UT 84652-0279
Phone: (435) 529-7434
Fax: (435) 529-7400



Idaho Materials & Construction
(Boise, Nampa, Twin Falls and
Pocatello)

924 Sugar Ave
PO Box 1310
Nampa, ID 83653-1310
Phone: (208) 466-5001
Fax: (208) 466-5166



Jack B. Parson Ready Mix Concrete

80 West 13490 South
Draper, UT 84020-7213
Phone: (801) 871-6600
Fax: (801) 871-6604



Nielson Construction & Materials

825 North Loop Rd.
Huntington, UT 84528
Phone: (435) 687-2494
Fax: (435) 687-9721



**Reynolds Excavation, Demolition
& Utilities**

80 West 13490 South
Draper, UT 84020-7213
Phone: (801) 871-6600
Fax: (801) 871-6604



Staker Parson Landscape Centers

1730 N Beck Street
Salt Lake City, UT 84116
Phone: (801) 258-3900



Western Rock Products

820 North 1080 East
St George, UT 84770
Phone: (435) 628-4384
Fax: (435) 628-1248

PURCHASING REQUIREMENTS: Purchase orders required on all purchases

City of Twin Falls and Twin Falls County, Idaho
MAGIC VALLEY REGIONAL AIRPORT
Extend Taxiway N
AIP # 3-16-0036-048-2021

SUBCONTRACTOR LIST
(TO BE SUBMITTED WITH BID)

Bidders are required to list the name and address of HVAC (heating, ventilation, and air conditioning), electrical, and plumbing subcontractors proposed to be employed. Failure to list subcontractors who are proposed to perform the work of HVAC (Heating, ventilation, and air conditioning), plumbing, and/or electrical as described in Title 67, Chapter 23 of the Idaho Statutes will result in your bid being non-responsive and therefore void.

If no subcontractor is listed below, the bidder acknowledges that it does not intend to use any subcontractor to perform those items of work.

<u>Bills Fencing</u> Subcontractor	_____ Portion of Work	<u>2345 Garey Ln, Filer ID 83328</u> Address
<u>Electric 1 West</u> Subcontractor	_____ Portion of Work	<u>268 Victory Ave, Twin Falls ID 83301</u> Address
<u>JS Custom Crete</u> Subcontractor	_____ Portion of Work	<u>4334 N 2400 E, Filer ID 83328</u> Address
_____ Subcontractor	_____ Portion of Work	_____ Address
_____ Subcontractor	_____ Portion of Work	_____ Address
_____ Subcontractor	_____ Portion of Work	_____ Address
_____ Subcontractor	_____ Portion of Work	_____ Address
_____ Subcontractor	_____ Portion of Work	_____ Address
_____ Subcontractor	_____ Portion of Work	_____ Address
_____ Subcontractor	_____ Portion of Work	_____ Address

Bidders are notified that in the opinion of the enforcement agency PVC or metal conduit junction boxes, etc. are considered electrical equipment and must be installed by a licensed electrical contractor, even if the installation is for future use and no wiring or electric current is connected during the project. A licensed electrical contractor must be listed to perform the work.

City of Twin Falls and Twin Falls County, Idaho
MAGIC VALLEY REGIONAL AIRPORT
Extend Taxiway N
AIP # 3-16-0036-048-2021

**CERTIFICATION OF OFFERER/BIDDER REGARDING TAX
DELINQUENCY AND FELONY CONVICTIONS**
(TO BE SUBMITTED WITH BID)

The applicant must complete the following two certification statements. The applicant must indicate its current status as it relates to tax delinquency and felony conviction by inserting a checkmark (☐) in the space following the applicable response. The applicant agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification in all lower tier subcontracts.

Certifications

The applicant represents that it is (☐) 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.

The applicant represents that it is (☐) is not (☒) is not a corporation that was convicted of a criminal violation under any Federal law within the preceding 24 months.

Note

If an applicant responds in the affirmative to either of the above representations, the applicant is ineligible to receive an award unless the sponsor has received notification from the agency suspension and debarment official (SDO) that the SDO has considered suspension or debarment and determined that further action is not required to protect the government's interests. The applicant therefore must provide information to the owner about its tax liability or conviction to the owner, who will then notify the faa airports district office, which will then notify the agency's sdo to facilitate completion of the required considerations before award decisions are made.

Term definitions

Felony conviction: felony conviction means a conviction within the preceding twenty-four (24) months of a felony criminal violation under any federal law and includes conviction of an offense defined in a section of the u.s. code that specifically classifies the offense as a felony and conviction of an offense that is classified as a felony under 18 u.s.c. § 3559.

Tax Delinquency: a tax delinquency is 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.

City of Twin Falls and Twin Falls County, Idaho
MAGIC VALLEY REGIONAL AIRPORT
Extend Taxiway N
AIP # 3-16-0036-048-2021

BUY AMERICAN CERTIFICATION

The contractor agrees to comply with 49 USC § 50101, which provides that Federal funds may not be obligated unless all steel and manufactured goods used in AIP-funded projects are produced in the United States, unless the FAA has issued a waiver for the product; the product is listed as an Excepted Article, Material Or Supply in Federal Acquisition Regulation subpart 25.108; or is included in the FAA Nationwide Buy American Waivers Issued list.

A bidder or offeror must complete and submit the Buy America certification (below) with all bids or offers on AIP funded projects. Bids or offers that are not accompanied by a completed Buy American Certification shall be rejected as nonresponsive.

CERTIFICATE OF BUY AMERICAN COMPLIANCE FOR MANUFACTURED PRODUCTS

As a matter of bid responsiveness, the bidder or offeror must complete, sign, date, and submit this certification statement with their proposal. The bidder or offeror must indicate how they intend to comply with 49 USC § 50101 by selecting one on the following certification statements. These statements are mutually exclusive. Bidder must select one or the other (not both) by inserting a checkmark (✓) or the letter "X".

- ☒ Bidder or offeror hereby certifies that it will comply with 49 USC § 50101 by:
- a) Only installing steel and manufactured products produced in the United States, or;
 - b) Installing manufactured products for which the FAA has issued a waiver as indicated by inclusion on the current FAA Nationwide Buy American Waivers Issued listing, or;
 - c) Installing products listed as an Excepted Article, Material or Supply in Federal Acquisition Regulation Subpart 25.108.

By selecting this certification statement, the bidder or offeror agrees:

1. To provide to the Owner evidence that documents the source and origin of the steel and manufactured product.
2. To faithfully comply with providing US domestic product
3. To furnish US domestic product for any waiver request that the FAA rejects
4. To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.

- ☐ The bidder or offeror hereby certifies it cannot comply with the 100% Buy American Preferences of 49 USC § 50101(a) but may qualify for either a Type 3 or Type 4 waiver under 49 USC § 50101(b). By selecting this certification statement, the apparent bidder or offeror with the apparent low bid agrees:

1. To submit to the Owner within 15 calendar days of the bid opening, a formal waiver request and required documentation that support the type of waiver being requested.
2. That failure to submit the required documentation within the specified timeframe is cause for a non-responsive determination may result in rejection of the proposal.
3. To faithfully comply with providing US domestic products at or above the approved US domestic content percentage as approved by the FAA.
4. To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.

Required Documentation

Type 3 Waiver - The cost of the item components and subcomponents produced in the United States is more than 60% of the cost of all components and subcomponents of the "item". The required documentation for a type 3 waiver is:

- a) Listing of all product components and subcomponents that are not comprised of 100% US domestic content (Excludes products listed on the FAA Nationwide Buy American Waivers Issued listing and products excluded by Federal Acquisition Regulation Subpart 25.108; products of unknown origin must be considered as non-domestic products in their entirety)

City of Twin Falls and Twin Falls County, Idaho
MAGIC VALLEY REGIONAL AIRPORT
Extend Taxiway N
AIP # 3-16-0036-048-2021

- b) Cost of non-domestic components and subcomponents, excluding labor costs associated with final assembly at place of manufacture.
- c) Percentage of non-domestic component and subcomponent cost as compared to total "item" component and subcomponent costs, excluding labor costs associated with final assembly at place of manufacture.

Type 4 Waiver – Total cost of project using US domestic source product exceeds the total project cost using non-domestic product by 25%. The required documentation for a type 4 of waiver is:

- a) Detailed cost information for total project using US domestic product
- b) Detailed cost information for total project using non-domestic product

False Statements: Per 49 USC § 47126, this certification concerns a matter within the jurisdiction of the Federal Aviation Administration and the making of a false, fictitious or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code.

February 25th 2021

Date

Staker Parson & Companies Inc dba

Idaho Materials & Construction

Company Name

Signature

Authorized Agent

Title

City of Twin Falls and Twin Falls County, Idaho
MAGIC VALLEY REGIONAL AIRPORT
Extend Taxiway N
AIP # 3-16-0036-048-2021

TRADE RESTRICTION CERTIFICATION
(TO BE SUBMITTED WITH BID)

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

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

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

The Offeror/Contractor must provide immediate written notice to the Owner if the Offeror/Contractor learns that its certification or that of a subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. The Contractor must require subcontractors provide immediate written notice to the Contractor 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 an Offeror or subcontractor:

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

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

The Offeror agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in all lower tier subcontracts. The contractor may rely on the certification of a prospective subcontractor that it is not a firm from a foreign country included on the list of countries that discriminate against U.S. firms as published by U.S.T.R., unless the Offeror 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 the Contractor or subcontractor knowingly rendered an erroneous certification, the Federal Aviation Administration may direct through the Owner cancellation of the contract or subcontract for default at no cost to the Owner or the FAA.

By: _____

Title: Authorized Agent

Company Staker Parson & Companies Inc dba
Idaho Materials & Construction

MEMORANDUM

TO: Planholders for
Extend Taxiway N
Magic Valley Regional Airport
City of Twin Falls, Idaho and Twin Falls County, Idaho
AIP Project No. 3-16-0036-048-2021

FROM: M. Kent Atkin, P.E.
J-U-B Engineers, Inc.
2114 Village Park Ave. Suite 100
Twin Falls, Idaho 83301
(208) 733-2414

DATE: February 16, 2021 (18 Sheets including this Memo)

SUBJECT: FY 2021 Airport Improvements to Magic Valley Regional Airport – Extend Taxiway N - Bid Addendum #1

Transmitted herewith is the following:

1. Addendum No. One (1) (1 Page)
2. Revised Plan Sheets C-201, C-303, and C-304 Stamped 2/16/2021 (3 Pages)
3. Minutes and Sign-In for Prebid Conference held February 10, 2021 (10 Pages)
4. Planholders List for AIP Project No. 3-16-0036-048-2021 (3 Pages)

Please incorporate this information into your project document set. **No change has been made to the date or time deadline for bid opening.**

*** Please be sure to acknowledge receipt of this addendum in your bid package.***

J-U-B ENGINEERS, INC.



David Meyer, P.E.
Project Engineer

ADDENDUM NO. ONE

Date: February 16, 2021

**PROJECT TITLE: FAA AIP PROJECT NO. 3-16-0036-048-2021
FY 2021 EXTEND TAXIWAY N
MAGIC VALLEY REGIONAL AIRPORT**

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

ENGINEER: J-U-B Engineers, Inc.
2114 Village Park Ave. Suite 100
Twin Falls, ID 83301
(208) 733-2414
Attn: M. Kent Atkin, P.E.

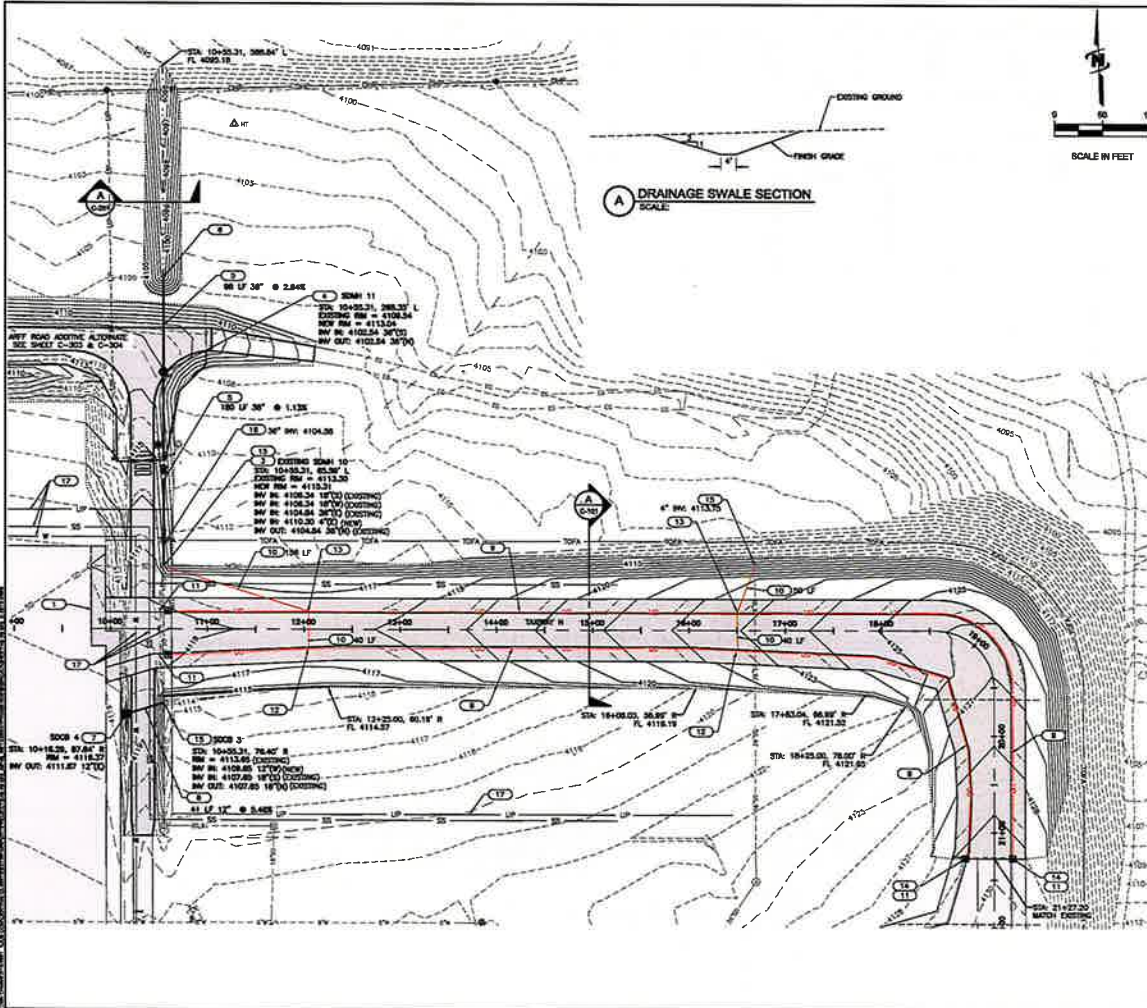
BID OPENING: Sealed proposals will be received for the Extend Taxiway N project, addressed to the new office of J-U-B Engineers, 2114 Village Park Ave. Suite 100 Twin Falls, Idaho 83301 until **3:00 pm local time on February 25th, 2021**. Bids will be publicly opened and read. Bids received after the time fixed for the opening will not be considered. The bid opening will be made available via conference call. Interested parties may access the conference call by dialing (877) 366-0711 and entering the Participant Code 82074064#. Participants who are unable to access the conference call may call 208-733-2414 or 208-473-8164 for assistance.

The Contract Documents for the project identified above, dated January 2021, are amended as follows and additional information is provided to clarify the Contract Documents. **No change has been made to the date or time for bid opening.**

PROJECT BIDDING AND CONTRACT DOCUMENTS:

- 1. Contract Documents, Section 1A, Bidders Forms – Bid Schedule of Items and Prices, Base Bid Schedule A - Page 1-11** – Delete the Base Bid Schedule A title of “CONSTRUCT CARGO APRON” and replace with “*EXTEND TAXIWAY N*”.
- 2. Contract Documents, Section 1A, Bidders Forms – Bid Schedule of Items and Prices, Additive Alternate Schedule B, Bid Item #20 - Page 1-13** – Delete the Item Description of “Storm Drain Catch Base” and replace with “*Storm Drain Catch Basin*”.
- 3. Project Plan Set, Sheets C-201, C-303, and C-304** – Delete these Plan Sheets from the Bid Set stamped 1/27/21 and Replace with the attached Revised Plan Sheets date 2/16/2021.

END OF ADDENDUM



NOTES:

- PAVEMENT MARKINGS OMITTED FOR CLARITY. SEE PAVEMENT MARKING PLAN SHEET.
- THE LOCATION OF ALL EXISTING UNDERGROUND UTILITIES IS SHOWN IN AN APPROPRIATE, BUT ONLY THE CONTRACTOR SHALL DETERMINE THE EXACT LOCATION OF ALL EXISTING UTILITIES BEFORE COMMENCING WORK. THE CONTRACTOR AGREES TO BE FULLY RESPONSIBLE FOR ANY AND ALL DAMAGES WHICH MIGHT BE OCCURRED BY HIS FAILURE TO EXACTLY LOCATE AND PROTECT ANY AND ALL UNDERGROUND UTILITIES.
- RETAIN AND PROTECT EXISTING UTILITIES.
- UTILITY BY OTHERS. CONTRACTOR TO COORDINATE SCHEDULE WITH UTILITY COMPANIES PRIOR TO CONSTRUCTION IS IN PLACE AND BEFORE PAVING OPERATIONS BEGIN.

KEYED NOTES:

- MATCH EXISTING PAVEMENT
- RETAIN AND PROTECT EXISTING CATCH BASIN
- ADJUST EXISTING STORM DRAIN MANHOLE TO GRADE
- REPAIR AND INSTALL 12" STORM DRAIN MANHOLE PROVIDED BY OWNER
- INSTALL 36" PVC STORM DRAIN PIPE PROVIDED BY OWNER
- INSTALL STORM DRAIN OUTLET. SEE DETAIL B3 ON SHEET C-201
- INSTALL CATCH BASIN. SEE DETAIL C2 ON SHEET C-201
- INSTALL 12" PVC STORM DRAIN PIPE
- INSTALL 4" HDPE PERFORATED UNDERDRAIN PIPE
- INSTALL 4" CSD PVC UNDERDRAIN PIPE
- INSTALL SINGLE UNDERDRAIN CLEANOUT. SEE DETAIL A1 AND B1 ON SHEET C-201
- INSTALL UNDERDRAIN CONNECTION WITH TEE FITTING. SEE DETAIL A2 ON SHEET C-201
- INSTALL UNDERDRAIN CONNECTION CROSS FITTING. SEE DETAIL A2 ON SHEET C-201
- CONNECT TO EXISTING UNDERDRAIN PIPE
- CONNECT TO EXISTING STORM DRAIN STRUCTURE
- CONNECT TO EXISTING STORM DRAIN PIPE
- UTILITY BY OTHERS. SEE NOTE 4

LEGEND

- NEW ASPHALT PAVEMENT
- EXISTING ASPHALT PAVEMENT
- GRADING LIMITS
- NEW CONTOUR (1')
- EXISTING CONTOUR (1')
- FLOW LINE
- UNDERDRAIN PIPE
- UNDERDRAIN OUTLET PIPE
- NEW UTILITY SLEEVE
- NEW STORM DRAIN PIPE WITH MANHOLE

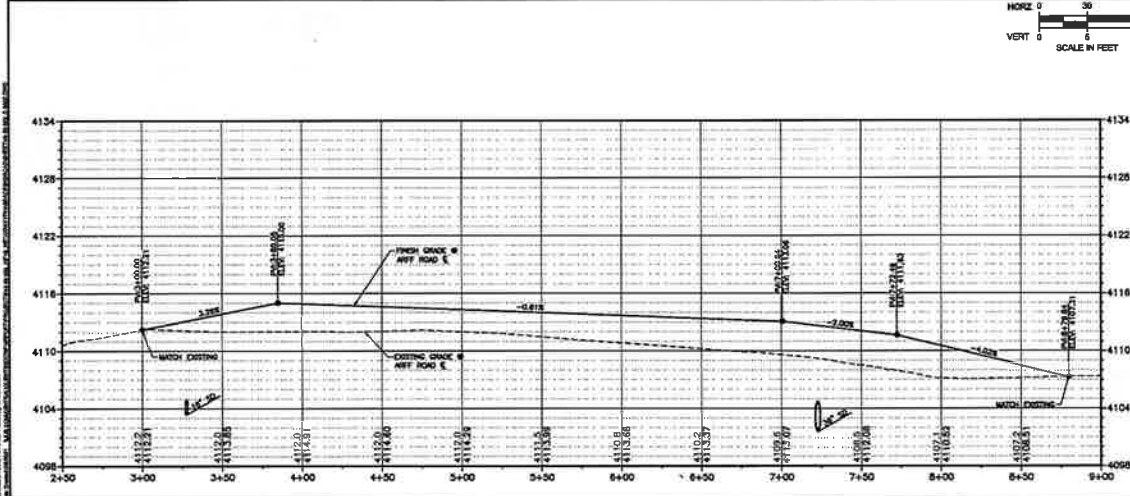
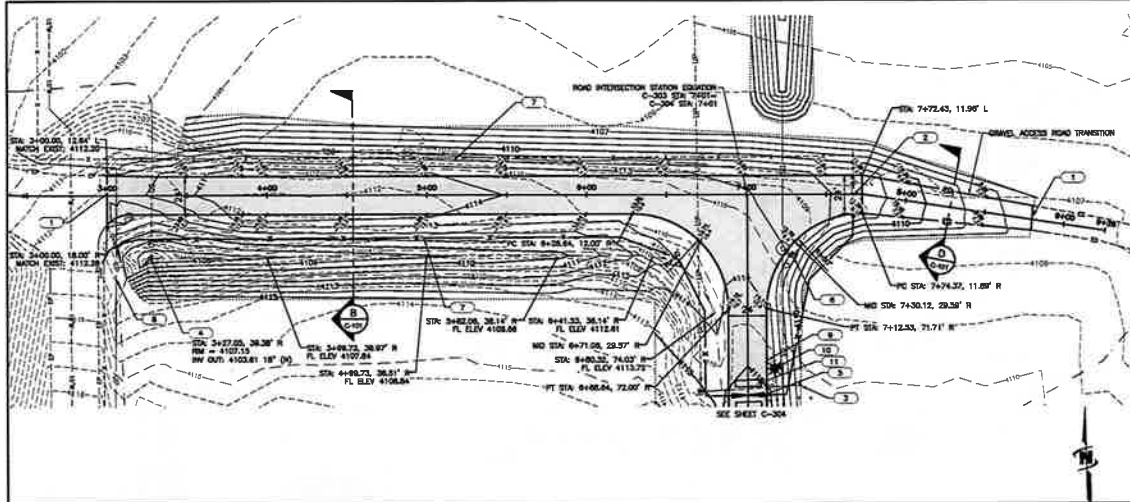
811
 Remember to call before you dig.
 CALL 2 BUSINESS DAYS IN ADVANCE BEFORE YOU DIG, GRADE, OR EXCAVATE FOR THE MARKING OF UNDERGROUND MEMBER UTILITIES

JUB
 JUB ENGINEERS, INC.
 2114 Village Park Ave
 Suite 100
 Twin Falls, ID 83301
 Phone: 208.726.2414
 www.jub.com

**EXTEND TAXIWAY N
 JOSLIN FIELD/TWIN FALLS REGIONAL AIRPORT**

**GRADING AND DRAINAGE
 STA 10+00 TO STA 22+40**

C-201



- NOTES:**
1. PAVEMENT MARKINGS OMITTED FOR CLARITY. SEE PAVEMENT MARKING PLAN SHEET.
 2. REFER TO PLAN SHEET C-291 FOR DRAINAGE IMPROVEMENTS.
 3. THE LOCATION OF ALL EXISTING UNDERGROUND UTILITIES IS SHOWN IN AN APPROXIMATE WAY ONLY. THE CONTRACTOR SHALL DETERMINE THE EXACT LOCATION OF ALL EXISTING UTILITIES BEFORE COMMENCING WORK. THE CONTRACTOR AGREES TO BE FULLY RESPONSIBLE FOR ANY AND ALL DAMAGES WHICH MAY BE OCCURRED BY HIS FAILURE TO EXACTLY LOCATE AND PRESERVE ANY AND ALL UNDERGROUND UTILITIES.
 4. RETAIN AND PROTECT EXISTING UTILITIES.
 5. UTILITY BY OTHERS. CONTRACTOR TO COORDINATE POSSIBLE WITH UTILITY COMPANY AFTER EMBANKMENT IS IN PLACE AND BEFORE PAVING OPERATIONS BEGIN.

- KEYED NOTES:**
1. MATCH EXISTING
 2. REINSTALL CONSTRUCTION ACCESS GATE
 3. RETAIN AND PROTECT EXISTING UTILITY
 4. INSTALL CATCH BASIN, SEE DETAIL C2 ON SHEET C-301
 5. REINSTALL EXISTING ACCESS GATE AND CONTROLLER TO GRADE
 6. REINSTALL EXISTING MAILBOX TO GRADE
 7. REINSTALL EXISTING FENCE TO GRADE
 8. UTILITY BY OTHERS. SEE NOTE 5
 9. REINSTALL EXISTING KEYWAY AND STANCHION
 10. REINSTALL EXISTING LIGHT POLE ON NEW CONCRETE BASE
 11. INSTALL NEW DETECTOR LAMPS

- LEGEND**
- NEW ASPHALT PAVEMENT
 - NEW GRAVEL SHOULDER
 - EXISTING ASPHALT PAVEMENT
 - EXISTING GRAVEL SHOULDER
 - EXISTING CONTOUR (1')
 - EXISTING CONTOUR (1/2')
 - CATCH BASIN



811
 Call before you dig
 CALL 3 BUSINESS DAYS IN ADVANCE BEFORE YOU DIG, GRADE, OR EXCAVATE FOR THE MARKING OF UNDERGROUND MEMBER UTILITIES

JUB ENGINEERS, INC.
 1404 ENGINEERS, INC.
 2114 Village Park Ave
 Suite 100
 Twin Falls, ID 83301
 Phone: 208.333.1114
 Fax: 208.333.1115



NO.	DATE	DESCRIPTION
1	10/1/00	ISSUED FOR PERMIT
2	10/1/00	ISSUED FOR PERMIT
3	10/1/00	ISSUED FOR PERMIT
4	10/1/00	ISSUED FOR PERMIT
5	10/1/00	ISSUED FOR PERMIT
6	10/1/00	ISSUED FOR PERMIT
7	10/1/00	ISSUED FOR PERMIT
8	10/1/00	ISSUED FOR PERMIT
9	10/1/00	ISSUED FOR PERMIT
10	10/1/00	ISSUED FOR PERMIT
11	10/1/00	ISSUED FOR PERMIT

EXTEND TAXIWAY N
JOSLIN FIELD/TWIN FALLS REGIONAL AIRPORT
EXISTING ALTERNATE
ARRF ACCESS ROAD PLAN AND PROFILE
RTA: 8-80 TO RTA: 7-450

NO.	DATE	DESCRIPTION
1	10/1/00	ISSUED FOR PERMIT
2	10/1/00	ISSUED FOR PERMIT
3	10/1/00	ISSUED FOR PERMIT
4	10/1/00	ISSUED FOR PERMIT
5	10/1/00	ISSUED FOR PERMIT
6	10/1/00	ISSUED FOR PERMIT
7	10/1/00	ISSUED FOR PERMIT
8	10/1/00	ISSUED FOR PERMIT
9	10/1/00	ISSUED FOR PERMIT
10	10/1/00	ISSUED FOR PERMIT
11	10/1/00	ISSUED FOR PERMIT

C-303

MAGIC VALLEY REGIONAL AIRPORT
Twin Falls, Idaho
PRE-BID CONFERENCE AGENDA
Extend Taxiway N
AIP NO. 3-16-0036-048-2021
10:00 A.M., February 10, 2021

Introductions and sign attendance list.

Pre-bid conference is an opportunity to discuss the project scope and contract issues, answer questions, and look at the site.

I. INTRODUCTION

A. Magic Valley Regional Airport/ Joslin Field, City of Twin Falls and Twin Falls County, Sponsor

- Bill Carberry, Airport Manager
- Matt Barnes, Airport Operations Manager
- Ryan Johnson, Airport Operations and Security Coordinator

B. J-U-B Engineers, Inc.

- Kent Atkin, P.E.
- David Meyer, P.E.
- Shawn Dulin, Lead Airport Designer
- Thomas Leija, Resident Project Representative

II. ADMINISTRATION

A. Scope of Project Work

1. The project has been advertised two times in the "Magic Valley Times-News" (January 28th and February 4th).
2. The project consists of three Bid Schedules:
 - a. Base Bid Schedule A – Extend Taxiway N
 - b. Alternative Bid Schedule B – Reconstruct ARFF Access Road
 - c. Alternative Bid Schedule C – Relocate Existing Fence and Gate
3. Bidders must submit a sealed bid with all required documentation. A single award will be made.
4. Funding Source for Base Bid Schedule A, Additive Alternative Schedule B and Additive Alternative Schedule C: FAA (93.75%) and City of Twin Falls (6.25%).
5. Project is subject to Federal (Davis-Bacon) wage rates and Federal DBE requirements (4.40% Race-Neutral) and other FAA criteria. Particular emphasis is placed on quality control and quality control documentation.
6. Bidders are directed to Section 50-06 of the FAA General Provisions – Cooperation between Contractors. Work for this project may likely occur concurrently with the Taxiway N project

and the Cargo Apron project, both of which utilize the ARFF Access Road and cross the Taxiway N Extension project. Multiple contractors may be working in the same vicinity, and coordination and communication will be essential.

B. Overall Schedule, Target Dates

1. Bid Opening: Bids will be accepted until 3:00 p.m., February 25, 2021 at the office of **J-U-B Engineers, 2114 Village Park Ave., Ste. 100, Twin Falls, Idaho 83301**. Bids shall be submitted in-person or by mail to the J-U-B Engineers. Late bids will not be accepted.
2. Bids will be publicly opened and read aloud on a conference call. Interested parties may access the conference call by dialing (877) 366-0711 and entering the Participant Code 82074064#.
3. Award of contract is contingent on the City receiving a FAA grant. The Notice of Award becomes effective once the Owner has received and executes a FAA grant. Award is anticipated within 120 days of the bid opening.
4. When the project is awarded, the Agreement will be forwarded to the Contractor. Contractor then has 15 days to sign and return the Agreement.
5. Notice to Proceed will be issued at the Pre-Construction Conference that is anticipated to occur one week prior to start of construction. Issuance of the Notice to Proceed is subject to FAA grant availability, contract finalization and Pre-Construction Conference.
6. The “effective date” of the Notice to Proceed will establish the date that Contract Times will commence to run.

C. Construction phasing.

Phase	Description	Completion Limit	Liquidated Damages per Calendar Day
1	Phase 1 – Extend Taxiway N; Reconstruct ARFF Access Road; Relocate Existing Fence and Gate	47 Calendar Days	\$1,500

- i. **Phase 1:** Phase 1 consists of constructing Taxiway N within the project area limits. Work tasks for this phase include, but are not limited to, preparation of existing subgrade, installation of subbase course and base course placement, paving of stabilized asphalt base and asphalt surface course, paving of shoulders, and pavement marking. Embankment construction for this work will be completed prior to the start of construction as part of a separate project. Phase 1 will also include reconstruction of the ARFF access road and relocation of the existing fence and gates. Phase limits, site access, and haul routes are shown in the Project Drawings. Closure barricades will be placed on Taxiway N, Taxilane 14, and the Cargo Apron to secure the project area.

The work tasks of Phase 1 must be completed as shown on the Operation and Safety Plan Sheet in the Project Drawings. Construction activities associated with Phase 1 on-site work shall not begin until the Contractor completes the following:

- Participates in the Preconstruction Conference.
- Confirms their intent to begin construction 48 hours in advance.
- Submits Safety Plan Compliance Document (SPCD) to Engineer and receives approval.

Construction activities to be completed during Phase 1 shall meet the requirements of this section and as shown on the Project Drawings. These items include, but are not limited to the following:

- Airport Issues Closure NOTAM – Close Taxiway N
- Place Closure Barricades
- Prepare Existing Subgrade
- Place and Compact Subbase Course
- Place and Compact Base Course
- Pave Stabilized Asphalt Base Course
- Pave Asphalt Surface Course
- Pave Taxiway Shoulders
- Pave ARFF Access Road
- Install Taxiway Reflectors
- Place Temporary Pavement Marking
- Remove Closure Barricades and Closure NOTAM – Open Taxiway N
- After 30 Days, Airport Issues Closure NOTAM – Close Taxiway N
- Place Closure Barricades
- Place Final Pavement Marking
- Remove Closure Barricades and Closure NOTAM – Open Taxiway N

The Contractors and their respective subcontractors shall complete Phase 1 in 47 calendar days. In the event Phase 1 is not complete within the stated time, the Contractor shall be assessed liquidated damages of \$1,500 per each day of delay to the completion of the work. Following the 30-day waiting period the Contractor will be granted 1 calendar day to complete Final Pavement Marking.

Prior to proceeding to the opening of Taxiway N, a substantial completion inspection shall be conducted for Phase 1. The Engineer will identify any deficient items to be completed or corrected by the Contractor. All such “punch list” items must be completed within the time limit specified for Phase 1 or the Contractor shall be assessed liquidated damages as indicated above. The Contractor shall be responsible to indicate any work items that cannot be complete within the Contract Times.

D. Bid Schedules

1. The Bid Schedule is as identified Contract Documents. Phasing is described on the Operation and Safety Plan sheet.
 - a. **Base Bid Schedule A** – Extend Taxiway N
 - b. **Alternative Bid Schedule B** – Reconstruct ARFF Access Road

c. **Alternative Bid Schedule C – Relocate Existing Fence and Gate**

2. Contractors are warned about possible deletion of work due to budget limitations. This could occur in the form of deletion of entire schedules or line items within individual Schedules. Inadequate funding is not anticipated but always possible.

E. Bid Submittal

1. "Instruction to Bidders" discusses the Bid Form and Documents. Submit all 16 sheets of the Bidding Documents/Bid Proposal. A list of required forms is also provided in the Bidder's Checklist. Failure to submit required copies of all forms, certificates, statements, lists, and requirements from this section is a non-responsive bid.
2. 5% Bid Bond or other suitable security is required.
3. No addenda issued at this time. Minutes of this meeting, plan holders list, and **Addendum One** will be sent out to the Plan Holders. Contractor must acknowledge receipt of all addenda in the bidding documents.
4. Sign bid forms appropriately, attest and seal all signatures.
5. Fill in numbers in bidding proposal, double check math. Please note that Contractors are now required to write out the unit prices in words as well as numbers.

F. Award Criteria

1. Contractor is directed to the FAA General Provisions, Section 30-02 for award determination.

"Award will be based on the results of the Base Bid plus Bid Alternates selected in the priority order shown as follows, dependent on available funding.

- a. Base Bid Schedule A
- b. Alternative Bid Schedule B
- c. Alternative Bid Schedule C"

2. Reference Item 10, Information to Bidders: Disadvantaged Business Enterprise:

"The Owner has a DBE race neutral goal of 4.40% in compliance with their 49 CFR Part 26 program. The goal is not a contractual obligation, however, the Owner encourages efforts by the contractor to achieve this goal. The CONTRACTOR is directed to Section 1B of the Contract Documents as well as Section 4 – Federal Clauses for additional information and DBE forms."

3. Following award and upon receipt of construction contract, Contractor(s) has 15 days to execute Agreement and submit Performance and Payment bonds, and insurance requirements. Performance and Payment Bond each in amount of 100% of contract price are due with the agreement.

G. Contractor Insurance

1. Reference Section 70-21 of the FAA General Provisions for Insurance Coverages and Limits

H. Subcontracts

1. Reference Item #23 of Information to Bidders: "The contractor is directed to Section 80-01 of the FAA General Provisions, the Contractor shall provide copies of all subcontracts to the Engineer 14 days PRIOR to Subcontractors start of work. All Federal Clauses identified in Section 4 must be included verbatim in all subcontracts, inclusion by reference only is not acceptable."

I. Liquidated Damages

1. Identified in Agreement as follows:

PHASE	CALENDAR DAYS	LIQUIDATED DAMAGES/DAY
1	47	\$1,500

2. The intent is that the project phase has a specific number of calendar days - NOT WORKING DAYS - for completion. Contract time limits are subject to adjustment by Change Order only.

J. Progress Payments

1. Reference Owner's Supplement to FAA General Provisions 90-06. "The OWNER shall, within thirty (30) days of presentation of the Application of Payment with the RPR's recommendation, pay the CONTRACTOR the amount recommended."
2. Contractor prepares Pay Requests for Engineer's review and Owner's approval for payment. The Contractor is to use an approved Application for Payment form in conjunction with an itemization of pay items. Payment will be made once a month with Contractor's Application for Payment typically due near the end of the month.
3. Reference FAA General Provisions 90-06 "The Contractor is required to pay all subcontractors for satisfactory performance of their contracts no later than 30 days after the Contractor has received a partial payment. Contractor must provide the Owner evidence of prompt and full payment of retainage held by the prime Contractor to the subcontractor within 30 days after the subcontractor's work is satisfactorily completed."
4. Prior to Final Completion, progress payments will be made on 95% of the Work completed.
5. Upon final completion and acceptance of the Work in accordance with Section 90-06 of the General Provisions, Owner shall pay the remainder of the Contract Price as recommended by the Engineer.

III. CONSTRUCTION

A. Safety

1. Very important! Compliance with safety criteria and cooperation is expected. Safety will be one of the items that we plan to talk about during the weekly safety and coordination meetings.
2. Bidders are directed to Section 50-06 of the FAA General Provisions – Cooperation between Contractors. Work for this project may likely occur concurrently with the Taxiway N project and the Cargo Apron project, both of which utilize the ARFF Access Road and cross the Taxiway N Extension project. Multiple contractors may be working in the same vicinity, and coordination and communication will be essential.
3. General Requirements and information are provided in Technical Specification P-103- Airport Safety and Security which refers to the “Operational Safety on Airport During Construction”- FAA/AC 150/5370-2G.
4. Contractors must always take care to maintain security during construction.
5. We ask that Contractors submit a Safety Plan Compliance Document 5 days prior to the Preconstruction Conference. The plan shall meet the requirements listed in P-103.
6. Payment for safety related work is included in the P-103- Airport Safety and Security Bid Item with the bid schedule.
7. The Project Safety Officer and Airport Operations Manager is Mr. Matt Barnes. Mr. Barnes has the authority to make inspections to insure that the Contractor is following the recommended safety procedures.

B. Quality Control

1. The Contractor is responsible for quality control and testing lab for quality control. The Contractor is also responsible for the acceptance testing on everything except P-401 and P-403. Asphalt acceptance testing is the responsibility of the Owner. See Section 6, Item C-100- Contractor Quality Control Plan. A Quality Control Plan must be submitted prior to production of materials.
2. Engineer's role is to monitor Contractor's quality control on Owner's behalf and conduct supplemental testing for quality control at Engineer's discretion.
3. Quality Control is very important and will be closely monitored and enforced. Monitoring and documenting Q.C. compliance by the Owner is required by the FAA - it is a condition of the Federal grant.
4. All test results taken by the Contractor need to be submitted to the Engineer. Submission of test reports in a summary form is the Contractor's responsibility.

C. Special Construction Topics

1. Information concerning Contractor's staging and work areas is found in the Operational and Safety Plan- Sheet Number G-101.
2. Bidders are directed to Section 50-06 of the FAA General Provisions – Cooperation between Contractors. Work for this project may likely occur concurrently with the Taxiway N project and the Cargo Apron project, both of which utilize the ARFF Access Road and cross the Taxiway N Extension project. Multiple contractors may be working in the same vicinity, and coordination and communication will be essential.
3. See General Provisions 50-07 and Owner's Supplement to the FAA General Provisions for information regarding Contractor Furnished Construction Surveying. The Engineer will provide initial control points only. Contractor's surveyor shall provide the Contractor with all other needed and required staking. Survey is incidental to other items.
4. Weekly "on-site" meetings will be held to keep all interested parties aware of progress and schedules. On-going communication is important to keep Owner, Engineer and Contractor aware of work progress and schedule.
5. The Contractor shall make all arrangements and pay for all associated costs to provide water for construction. All costs for providing water shall be included in the price of all work. City of Twin Falls Water Department can be reached at 208-736-1540.
6. The Contractor is responsible for maintaining utility services to the Airport. We have attempted to show these utilities on the plans but these locations are approximate. Prior to construction the Contractor must check with the utility companies to determine actual utility locations. Any utilities damaged during construction must be repaired immediately. Cost of repairs is the Contractor's responsibility.
7. As per Section 80 of the FAA General Provisions the Contractor shall provide copies of all subcontracts to the Engineer.
8. Only plans holders will be sent Addendums. It is the Contractor's responsibility to ensure that they have received and acknowledged all Addendums.
9. Contractor is directed to the following language in Section P-620-3.5 regarding glass bead distribution:

"Glass beads shall be distributed upon the marked areas at the locations shown on the plans to receive glass beads immediately after application of the paint. A dispenser shall be furnished that is properly designed for attachment to the marking machine and suitable for dispensing glass beads."
10. Note utility work following completion of embankment installation for the ARFF access road, as noted in Section 70-04 of the FAA General Provisions and the Project Plans.

D. Questions and Comments.

Q: Is ITD's list of DBE certified companies acceptable?

A: The FAA recognizes local DBE's certified by the local DOT's.

Q: When will Ph.2 and Ph.3 construction be complete for Ph.4 to be constructed?

A: Ph.2 is currently in winter shut-down. Construction is anticipated to be continued in Spring, 2021 but NTP has not yet been issued. Ph.3 is in the process of being awarded and put under contract. A NTP has not yet been issued. Once the NTP's are issued for Ph.2 and Ph.3, the respective contractor will have a set number of calendar days to complete construction.

Q: Will the Contractor be responsible for providing temporary perimeter security during the relocation of the existing fence and gates?

A: Per the Construction Safety and Phasing Plan, maintaining perimeter security is the responsibility of the Contractor at all times. The Contractor will be responsible for reestablishing perimeter integrity of approximately similar or better condition while maintain site access for this project and the adjacent projects if underway during relocation of the existing fence and gate as part of Additive Alternate Bid Schedule C. All costs associated with maintaining airport safety and security shall be included in Section P-103 and its respective pay item.

Q: Can the asphalt along the existing ARFF Access Road be utilized in the embankment for the reconstructed ARFF Access Road?

A: Per P-101-3.1.b, removed asphalt shall become property of the Contractor and shall be removed off site. If the Contractor chooses, they may also have the option to break up and chunk the existing asphalt, where it may be processed and compacted as specified in Section P-152-2.8.

Q: Where is rock excavation anticipated for this project?

A: Rock excavation is planned for the storm drainage pipe installation. Based on limited subsurface evaluation, rock depth is anticipated to range from 1-ft to 5-ft deep for the 36" pipe installation.

Q: Can the existing concrete base for the relocated mailbox be reinstalled instead of being removed and replaced with a new concrete base?

A: Given the unknown condition of how the existing mailbox base, Bidders are encouraged to assume work will be accomplished in accordance with Section P-101-3.10. Consideration for reuse of the existing concrete base is not feasible until construction is underway.

Q: Are the 36" pipe and 72" Storm Drain provided by Owner in Bid Sch. B, Items #19 and #21, respectively, on site at this time?

A: Yes, the pipe and storm drain manhole are stockpiled on site immediately east of the embankment stockpiled for the ARFF Access Road.

Q: How much does the 72" Storm Drain provided by Owner (SDMH 11) need to be raised?

A: Per Plan Sheet C-201, the rim elevation will need to be raised in accordance with Section 751-3.11 from an existing design elevation of 4.109.54' to a new design elevation of 4.113.04' to accommodate the new grades for the ARFF Access Road.

MAGIC VALLEY REGIONAL AIRPORT
Twin Falls, Idaho
PRE-BID CONFERENCE AGENDA
Extend Taxiway N
AIP NO. 3-16-0036-047-2021
10:00 A.M., February 10, 2021

LOCATION: Magic Valley Regional Airport, SRE Building

[illegible]



J-U-B ENGINEERS, INC.

PLANHOLDER LIST RECIPIENTS

J-U-B COMPANIES

THE
LANGDON
GROUPGATEWAY
MAPPING
INC.

Project Name: Extend Taxiway N
 Project Number: AIP 3-16-0036-048-2021 (Pending)
 Client: Magic Valley Regional Airport
 Bid Opening Date: 3:00 P.M., February 25, 2021
 Charge/Deposit: No Charge

1

Name/Address	Phone/Fax/E-Mail	Date
J-U-B Engineers, Inc David Meyer 2760 W. Excursion Ln Ste 400 Meridian, ID 83642	208-376-7330 dmeyer@jub.com	1/28/2021

2

Name/Address	Phone/Fax/E-Mail	Date
J-U-B Engineers, Inc M. Kent Atkin, P.E. 2114 Village Park Ave Suite 100 Twin Falls, ID 83301	208-733-2414 katkin@jub.com	1/28/2021

3

Name/Address	Phone/Fax/E-Mail	Date
Western Construction, Inc. Chase Camberlango Garry Mattson Bobby VonLintig Jack Snyder	chase@wciboise.com garry@wciboise.com bobv@wciboise.com mrwci@hotmail.com	1/28/2021

4

Name/Address	Phone/Fax/E-Mail	Date
Idaho Materials & Construction Larry Covey Gregg Pond Josh Young	larry.covey@idahomaterials.com gregg.pond@idahomaterials.com josh.young@idahomaterials.com	1/28/2021

5

Name/Address	Phone/Fax/E-Mail	Date
Gale Lim Construction Aaron Redd	 redd.glc@gmail.com	1/28/2021

13

Name/Address	Phone/Fax/E-Mail	Date
Wall Asphalt Services		2/2/2021
Kurt Pearson	wallasphalt@bellsouth.net	

14

Name/Address	Phone/Fax/E-Mail	Date
Barcott Construction		2/2/2021
Keiana Barcott	keiana@barcottconstruction.com	

15

Name/Address	Phone/Fax/E-Mail	Date

16

Name/Address	Phone/Fax/E-Mail	Date

17

Name/Address	Phone/Fax/E-Mail	Date

18

Name/Address	Phone/Fax/E-Mail	Date

19

Name/Address	Phone/Fax/E-Mail	Date

6	Name/Address	Phone/Fax/E-Mail	Date
	Daily Journal of Commerce		1/28/2021
	Chrisy Couts	chrisy.martin@dj.com	

7	Name/Address	Phone/Fax/E-Mail	Date
	Knife River		1/29/2021
	Steve Earl Kevin Seely	Stephen.Earl@kniferiver.com Kevin.Seely@kniferiver.com	

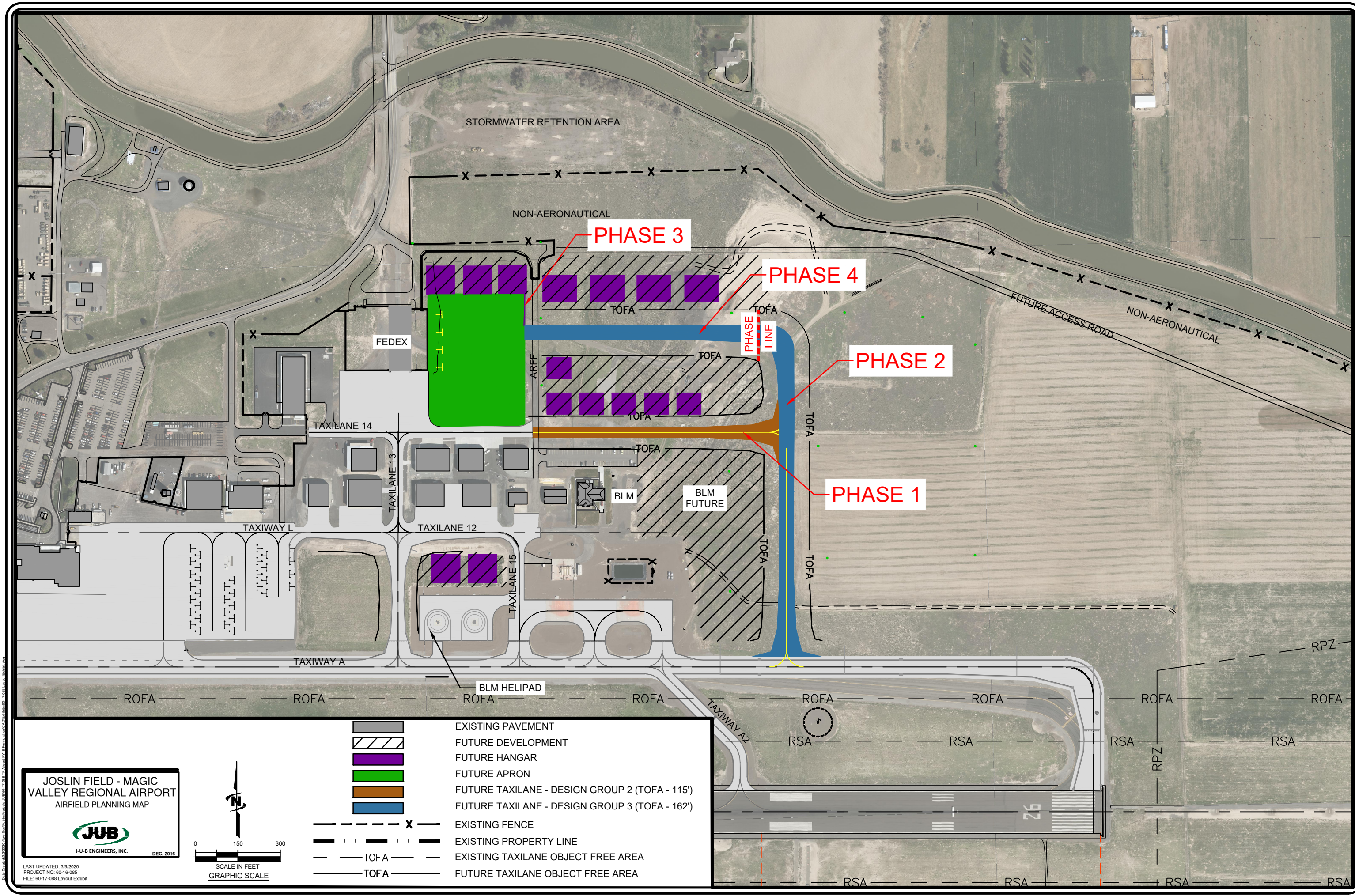
8	Name/Address	Phone/Fax/E-Mail	Date
	Contractor Plan Center		1/29/2021
	Brie Kidwell	brie@contractorplancenter.com	

9	Name/Address	Phone/Fax/E-Mail	Date
	Summit Construction LLC		1/29/2021
	Ron Gibron	rongibron1@yahoo.com	

10	Name/Address	Phone/Fax/E-Mail	Date
	Elcon Corporation		2/1/2021
	Chris Peterson	chris.peterson@elconcorp.com	

11	Name/Address	Phone/Fax/E-Mail	Date
	Civil Science		2/1/2021
	Jake Smith	jsmith@civilsience.com	

12	Name/Address	Phone/Fax/E-Mail	Date
	Colvico		2/2/2021
	Jesse Dragoo	jdragoo@colvicoinc.com	

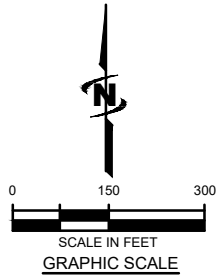


JOSLIN FIELD - MAGIC VALLEY REGIONAL AIRPORT
AIRFIELD PLANNING MAP

JUB
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 March 29, 2021
To: Honorable Mayor and City Council
From: Bill Carberry, Airport Manager

Request: Consideration of an FAA Grant Offer for the FAA AIP-49 taxi lane construction project in the amount of \$1,227,623.00

Time Estimate: 5 minutes with additional time for questions.

Background: This grant offer from the FAA will cover the costs of the engineering and construction contracts for the fourth phase of the N.E. Development Area. The construction Bid was awarded to low bidder, Idaho Materials & Construction, and is engineered by JUB Engineers.

Approval Process: A majority vote of the Council is needed to approve the request.

Budget Impact: The funds for this grant offer are from 2018 supplemental appropriations and will require a 6.25% local match. The airport will utilize the Passenger Facility Fund (PFC) to fund the match required.

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

Conclusion: Staff recommends the City Council approve acceptance of the FAA AIP-49 Grant Offer for \$1,227,623.00, and, pending legal review, authorize the Mayor to sign the grant offer.



Date: Monday, March 29, 2021
To: Honorable Mayor and City Council
From: Bill Carberry, Airport Manager

Request: Consideration of a Federal Coronavirus Response and Relief Supplemental Appropriations Act Grant Offer for Magic Valley Regional Airport.

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

Background: Due to the Coronavirus pandemic, the U.S. Congress passed the Coronavirus Response and Relief Supplemental Appropriations Act (CRRSA) in December of 2020. The act contains airport grant funding for costs related to operations, personnel, cleaning, improving terminal bldg. air quality, and debt service payments.

The Magic Valley Regional Airport, like most commercial service airports, is seeing significant impacts to operating revenue associated with declining airline and passenger activity such as landing fees, firefighting service fees, fuel flowage fees and car rental fee revenues. With the extent and duration of the downturn difficult to forecast, the CRRSA grant is a welcome source of funding to help insulate the airport's operating revenue from potential declines for a period of time.

Approval Process: A majority vote of the Council is needed to approve the request.

Budget Impact: The funding is 100% and requires no local match, and is intended to be used to assist with the airport's operations budget. The grant funding will allow the airport to maintain normal operations and not have to draw on reserves or additional support from the City and County property tax funds to make up any deficits in revenue.

In keeping with the spirit of grant purposes, the airport is looking to utilize funding from the grant for a terminal ventilation system upgrade.

The funding for the grant is coming from the U.S. general fund and transferred to the U.S. DOT to be distributed through the existing FAA airport grant process. We will draw down on the grant by submitting reimbursement requests for all expenses associated with the airport's operating fund (personnel, supplies, utilities, etc.) over approximately the next year.

Regulatory Impact: The grant will not have all the same requirements as the typical FAA grants associated with development projects. The City Attorney will review the grant offer.

Conclusion: Staff recommends that the City Council approve acceptance of the grant offer in the amount of \$1,017,464.00, and authorize the Mayor to sign the pending grant offer.



Date: Monday March 29, 2021
To: Honorable Mayor and City Council
From: Bill Carberry, Airport Manager

Request: Consideration to Submit a Grant Application for Airport Concessionaire Relief, Funded through the Federal Airport Coronavirus Response Grant Program.

Time Estimate: 5 minutes with additional time for questions.

Background: Our airport is eligible for concessions' relief funds under the Coronavirus Response and Relief Supplemental Appropriations Act (CRRSA). These funds are administered under the Coronavirus Response Grant Program (ACRGP) and the FAA to assist airport sponsors to address the COVID-19 public health emergency.

This funding is to provide relief from rent and minimum annual guarantees to on-airport car rental, on-airport parking, and in-terminal concessions (as defined in 49 CFR part 23). The airport has been provided an initial application for funding provided in the December relief legislation and we will also be provided a second application for the recent stimulus package passed in March.

Approval Process: A majority vote of the Council is needed to approve the request.

Budget Impact: By accepting these funds, we are committing to relieving rent and minimum annual guarantees, proportionally, for the entirety of the grant amount. We may retain up to 2% of this amount for administrative fees. The airport will be reimbursed through the grant for the credits we provide.

The initial total grant amount based on the December ACRGP appropriations for airport concessionaire for the car rentals and restaurant is \$11,010.00. As of this writing, I do not have the proposed funding for the second airport concessionaire grant amount for our airport, which is developing.

Regulatory Impact: The grant offer will be subject to the provisions associated with the grant offer.

Conclusion: Staff recommends the City Council approve the request to submit grant applications for Airport Concessionaire Relief, and authorize the Mayor to sign the grant applications.



Date: Monday, March 29, 2021
To: Planning and Zoning Commission
From: Jonathan Spendlove, Planning & Zoning Director

ACTION ITEM

Request:

Request for an Annexation with a Zoning District Change and Zoning Map Amendment from R2 CRO to RM CRO ZDA for 11.08 (+/-) acres located at the southwest corner of Federation Road and Washington Street North c/o EHM Engineers, Inc. on behalf of Hepworth Family Landholdings, LLC (PZ21-0004)
On February 23, 2021, the Planning and Zoning Commission recommended approval of this request by a vote of 6-1.

Time Estimate:

Approximately 5-10 minutes for Staff with questions/comments to follow; approximately 10-15 minutes for Applicant.

Background:

On December 14, 2020, the applicant was denied annexation by the City Council. During that Public Hearing, the Council provided feedback to the applicant as to why the application was denied.

The applicant revised their proposal to reflect the feedback by the City Council and has re-applied per the requirements of City Code.

Approval Process:

The applicant is required to present a preliminary review to the Planning and Zoning Commission in which the commission may give suggestions and ask questions of the applicant about the proposed ZDA. A public hearing shall then be held before the Commission for a recommendation to City Council. The City Council may then approve the request as presented, approve with conditions, or deny the request.

Budget Impact:

N/A

Regulatory Impact:

If approved the property would come under the regulatory authority of the City of Twin Falls for all aspects of City Code.

In addition, the applicant has proposed a handful of modifications to the RM District as part of their ZDA Document. These changes focus on the following categories: Land Uses, Lot Area, Setbacks, Arterial Landscaping, and Other Development Criteria.

History:

The property is currently zoned R-2 CRO, Residential Single Household or Duplex District with the Canyon Rim Overlay District. The property is undeveloped and is located south of the Sport Shooting Range along Federation Road.

The Commission held a public hearing regarding a rezone of this property previously in November 2020.

Subsequently, the City Council held a public hearing on December 14, 2020. The City Council ultimately denied the request. The written denial by the Council referenced the number of proposed dwelling units and their correlation to traffic increases in the area.

Analysis:

The applicant has proposed a handful of exceptions to the RM District as part of their ZDA Document. These changes focus on the following categories: Land Uses, Front Yard Setbacks, Arterial Landscaping, and Other Development Criteria. The applicant is not seeking additional units beyond what is permitted within the base RM Zoning District.

The changes sought through the ZDA are focused primarily on internal elements. Building Setbacks from existing neighboring land uses, maximum heights, and densities will follow the base RM Zoning Code.

Staff believes the layout of this project makes for a gradual transition between existing competing land uses: Outdoor Sport Shooting Range (aka Gun Club) to the North, existing single family residential to the West/South, and Commercial Retail to the East.

The potential detrimental impacts on surrounding areas will be largely mitigated with the screening wall, solitary access to these properties from Arterial and Collector Roadways, and the fine grain transition from Single Family Detached Homes towards the West, to Duplexes within the development, and then to 4-plexes towards the Arterial Roadway (Washington St North).

Conclusion:

On February 21, 2021 the Planning and Zoning Commission forwarded a recommendation to Approve the Request as Presented by a vote of 6-1.

The City Council is tasked with making a final decision on this item. The Council may approve the Zoning request as presented, approve with conditions, deny the request, or table the request.

If approved, Staff recommends the following conditions:

1. Subject to site plan amendments as required by Building, Engineering, Fire and Zoning Officials to comply with applicable City Codes and Standards.

Attachments:

1. A-PZ20-0104 ZDA Staff Report 2-17-20
2. B-Vicinity Map
3. C- Future Land Use Map
4. D- Applicant Narrative
5. E-Proposed ZDA Document
6. F-Proposed Master Plan {Updated 8x11} EXHIBIT B 2-8-2021
7. G-Proposed Elevations Examples
8. H-Proposed Roadway Details
9. 02-23-21 PZ minutes draft
10. PZ21-0004 Public Comment 1
11. PZ21-0004 Public Comment 2
12. PZ21-0004 Public Comment 3
13. PZ21-0004 Public Comment 4
14. PZ21-0004 Public Comment 5

15. PZ21-0004 Public Comment 6
16. PZ21-0004 Public Comment 7
17. PZ21-0004 Public Comment 8



Comprehensive Staff Report

To: Planning & Zoning Commission

Presenter: Jonathan Spendlove, PZ Director

Request: for a recommendation to City Council of an Annexation with a Zoning District Change and Zoning Map Amendment from R2 CRO to RM CRO ZDA for 11.08 (+/-) acres located at the southwest corner of Federation Road and Washington Street North c/o EHM Engineers, Inc. on behalf of Hepworth Family Landholdings, LLC. (PZ21-004)

Application: PZ2-0004

Applicant & Representative:

Hepworth Family Landholdings, LLC
c/o EHM Engineers, Inc.
621 N College Rd, Ste 100
Twin Falls, ID 83301

Public Hearing:

Background:

This application is for a request to annex approximately 11.08 (+/-) acres with a proposed zoning designation of RM CRO ZDA.

The purpose of the RM, Residential Mixed-Use District is intended to provide for a mixture of residential housing types in a unified plan through a ZDA process.

On December 14, 2020, the applicant was denied annexation by the City Council. During that Public Hearing, the Council provided feedback to the applicant as to why the application was denied.

The applicant revised their proposal to reflect the feedback by the City Council and has re-applied per the requirements of City Code.

History

The property is currently zoned R-2 CRO, Residential Single Household or Duplex District with the Canyon Rim Overlay District. The property is undeveloped and is located south of the Gun Club along Federation Road.

The Commission held a public hearing regarding a rezone of this property previously in November 2020. Subsequently, the City Council held a public hearing on December 14, 2020. The City Council ultimately denied the request. The written denial by the Council referenced the number of proposed dwelling units and their correlation to traffic increases in the area.

Approval Process:

Per City Code 10-15-1 Prior to annexation of an unincorporated area, the council shall request and receive a recommendation from the commission on the proposed plan and zoning ordinance changes for the unincorporated area.

Per City Code 10-15-2 The council, prior to adoption, amendment or repeal of the plan or zoning ordinance, shall conduct at least one public hearing using the same notice and hearing procedures as the commission.

Applicable Regulations or Codes:

Per City Code 10-14-5 Zoning Map Amendment: The commission shall conduct at least one public hearing in which interested persons shall have an opportunity to be heard. Notice for public hearings shall be provided as set forth in section City Code 10-7-20.

Per City Code 10-4-15 & 10-4-19 a Zoning Development Agreement is required prior to development for any property within the CRO Zone.

Per City Code 10-6 Zoning Development Agreements: A ZDA shall conform to all sections of Title 10 unless specifically addressed within the written zoning development agreement. The City Council may add, remove, or modify requirements they deem appropriate.

Comprehensive Plan Compliance

The Future land use map shows this area as a transition between "Town Neighborhood" and "Mixed Use" Future Land Use Maps are not property specific and transition areas generally occur along arterial roadways.

This specific project accomplishes a number of goals found in the Comprehensive Plan:

Land Use Goal 3: encourage mixed use developments... etc

Land Use Goal 5: Create great neighborhoods with a wider range of housing types, mix of uses and amenities.

Community Character - Protect and preserve the Canyon Rim Experience – the applicant is proposing an addition to the Rim Trail.

Analysis

The applicant has proposed a handful of exceptions to the RM District as part of their ZDA Document. These changes focus on the following categories: **Land Uses, Front Yard Setbacks, Arterial Landscaping, and Other Development Criteria**

Land Use Changes - The ZDA Document has identified additional land uses the applicant would like to make "Outright Permitted" and others they would add as "Special Uses" (see ZDA Document Sections 2A and 2B).

City Staff finds the result of this change creates more opportunities for the land owner to utilize the land along Federation as a buffer zone between the residential areas to the South and West and the Sport Shooting Range to the north. Additionally, the list of added uses has been narrowly tailored towards low-impact neighborhood type uses.

Lot Area - The ZDA states that buildings are not required to be located on a separate lot. However, for multi-family, the minimum lot or parcel shall be six (6) acres and shall contain no more than 90 Units {19 fourplexes and 7 duplexes} as shown on the master development plan.

This change results in no change from the number of allowable units per the RM District.

Setbacks – Various setback distances have been requested to be modified by the applicant. Namely a fifteen (15) foot front yard setback along Federation and Washington, and internal setbacks for the Residential and Commercial

buildings amongst themselves down to ten (10) feet.

No changes are proposed for the Southern and Western boundary of the property adjacent to existing residential property.

The rear yards along these boundaries will follow the base RM Zone Setbacks of twenty (20) feet. Additionally the applicant is proposing a masonry fence/wall along that boundary to further mitigate possible impacts.

Arterial Landscaping - The applicant requests a reduction in arterial landscaping from thirty (30), to twenty five (25) feet along Washington St North, and adding that depth as a requirement for landscaping along Federation Road.

This change goes along with the reduced setback of buildings along Federation and Washington St N. Staff does not believe this change will have a detrimental impact on surrounding area.

Other Development Criteria - The Applicant is proposing, at their cost, a six (6) foot high masonry wall be installed along the west and south boundary of the development adjacent to exiting residential lots.

The applicant is also proposing, at their cost, to reconstruct the entirety of Federation Road. This would include a new ten (10) foot wide concrete path on the north side of Federation Road.

Potential Impacts:

The changes sought through the ZDA are focused primarily on internal elements. Building Setbacks from existing neighboring land uses, maximum heights, and densities, will follow the base RM Zoning Code.

Staff believes the layout of this project makes for a gradual transition between existing competing land uses: Outdoor Sport Shooting Range (aka Gun Club) to the North, existing single family residential to the West/South, and Commercial Retail to the East.

The potential detrimental impacts on surrounding areas will be largely mitigated with the screening wall, solitary access to these properties from Arterial and Collector Roadways, and the fine grain transition from Single Family Detached Homes towards the West, to Duplexes within the development, and then to 4-plexes towards the Arterial Roadway (Washington St North).

Conclusion:

Upon conclusion should the Commission recommend approval of the request as presented, staff recommends the following:

1. Subject to site plan amendments as required by Building, Engineering, Fire and Zoning Officials to comply with applicable City Codes and standards.

Attachments:

1. Vicinity Map
2. Narrative
3. Federation Pointe ZDA
4. Elevations
5. Photos



- C-1
- R-2
- OS
- CRO
- PUD
- AOI

Current Zoning: R-2

Comprehensive Plan: Town Neighborhood

Existing Land Use: Undeveloped

Proposed Land Use: Residential with Commercial

Surrounding Zoning Designations & Land Use(s)

North: Gun Club/Federation Road

East: Mixed Residential/Washington Street North

South: Residential

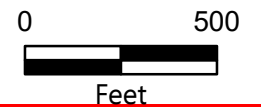
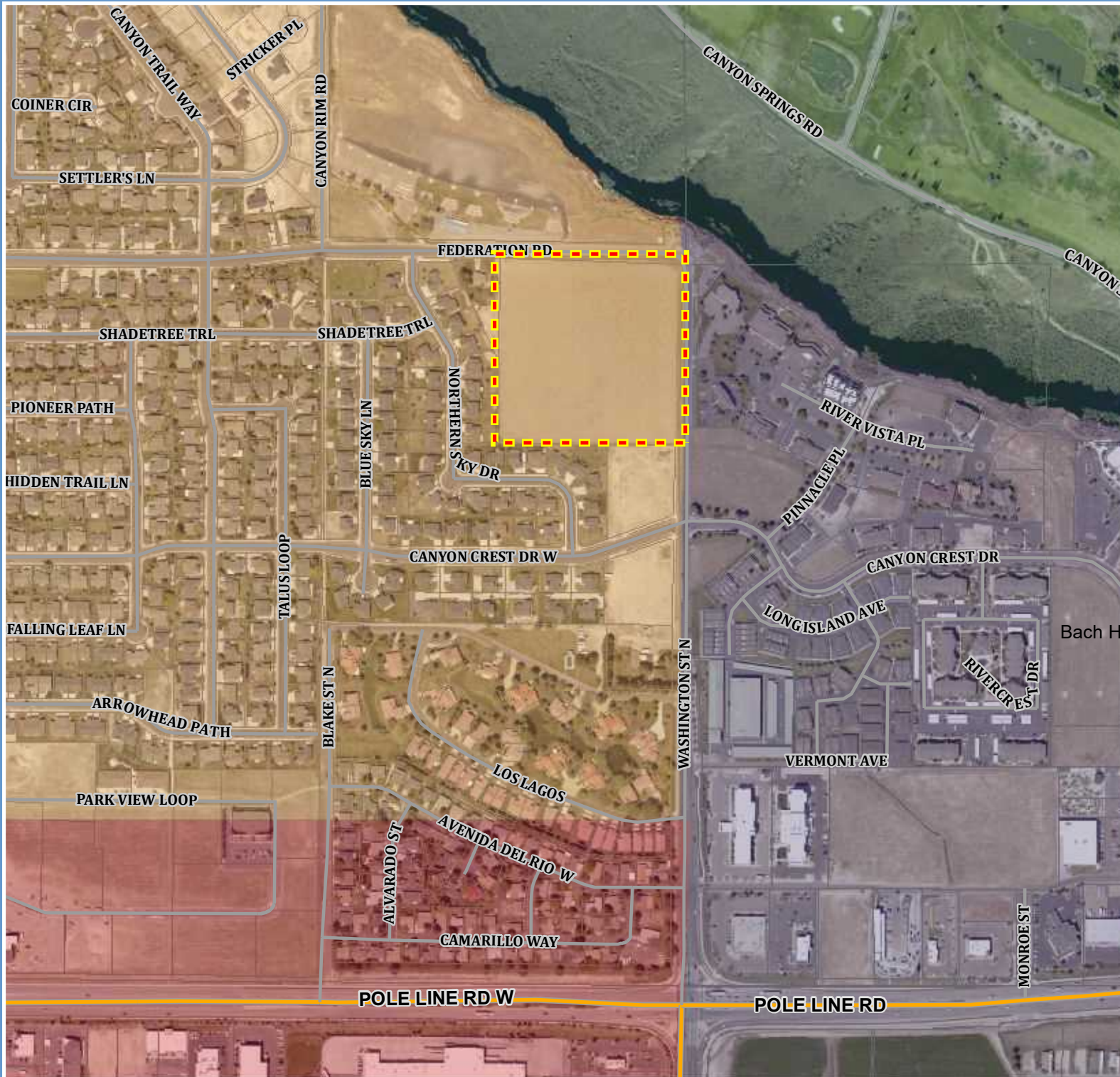
West: Residential

Applicable Regulations

10-1-4, 10-1-5, 10-4-15, 10-4-19, 10-6

Future Land Use Map

- Commercial
- Mixed Use
- Open Space
- Town Neighborhood



AERIAL PHOTO APRIL 2016
REFERENCE ONLY

FEDERATION POINT, ZDA
APPLICATION NARRATIVE

4.b.i. This property is located adjacent to Federation Road and Washington Street North and the majority of the land is located in the Canyon Rim Overlay District. The future land use map shows the area as town/neighborhood and the Canyon Rim Overlay District allows for the type of limited commercial development that is depicted along Federation Road and Washington Street frontage with the multi-family residential as a transition to the existing neighboring land to the south and west of the development.

4.b.ii. The subject property is bordered on the east, west, and south by City limits. The area north of the property is impact area.

4.b.iii. This development would be compatible with the neighboring property to the east which is the Westpark and River Vista developments. It also has a residential component adjacent to the majority of residential to the west and south. The property to the north is the Twin Falls Gun Club so the commercial will act as a transitional buffer to that use from the residential. Due to neighbors testimony and comments during deliberation of the Twin Falls City Council the residential fourplex units that were originally depicted bordering other residential units within Northern Sky Subdivision have been revised to duplex units that will be similar to what would be allowed by code in that development's zoning designation and provide a transition to the fourplex units.

4.b.iv. The intended use of the development is for commercial type businesses and multifamily residential dwellings on a large lot. The plan is to develop the residential portion and then improve the commercial portion of the property over phases as users are identified.

4.b.v. Specific exceptions of uses or development standards include permitting of multiple residential buildings on one large lot as well as a few limited commercial uses not already allowed within the Canyon Rim Overlay District such as an antique shop, art galleries and or frame shops, cottage businesses, general merchandise, hardware store, and laundry facilities. Since there will be private access and/or parking areas as well as additional dedication of right of way and improvements for trail extensions, exceptions are also being requested for setbacks that work with the master plan as depicted. It should be noted that setbacks adjacent to existing residential uses have been depicted to comply with the zoning district requirements in those developments.

Federation Point, ZDA

A Residential Mixed Use and Limited Commercial Zoning Development Agreement

This Zoning Development Agreement (ZDA) is made and entered into this ____ day of _____, 2020, by and between the City of Twin Falls, State of Idaho a municipal corporation, hereinafter called "City" and Steve Hepworth (hereinafter called "Developer") for the purpose of developing Residential Mixed Uses and Limited Commercial Uses on property located West of Washington Street North and South of Federation Road, known as Federation Point Subdivision, a ZDA.

NOW THEREFORE:

1. All future development, improvements, and uses shall conform to the standards and regulations of the Twin Falls City Code Title 10 – Chapter 4 – Section 15; RM, Residential Mixed Use District or as amended, Title 10 – Chapter 4 – Section 19; CRO, Canyon Rim Overlay District or as amended, and all references to other sections therein including the following deviations:
2. RM and CRO, Residential Mixed Use District and Canyon Rim Overlay District modified to include the following;
 - A. Permitted uses;
 1. Governmental facilities:
 - a. Governmental office buildings.
 2. Medical facilities:
 - a. Doctor's offices.
 3. Residential:
 - a. Bed and breakfast facilities.
 - b. Household units in the same building as an allowed use by the owner or an employee of the allowed use.
 - c. Household units in the upper floors of commercial or professional buildings.
 4. Retail Trade:
 - a. Antique shop.
 - b. Apparel and accessories.
 - c. Art galleries and frame shops.
 - d. Bakery.
 - e. Bookstore.
 - f. Craft shop, in conjunction with retail business.
 - g. Eating places.
 - h. Florist shop.
 - i. Food, drugs, etc.
 - j. General merchandise.
 - k. Hardware store.
 - l. Hobby and toy store.
 - m. Home décor, excluding appliances

Federation Point, ZDA

A Residential Mixed Use and Limited Commercial Zoning Development Agreement

- n. Home furnishings and appliances.
- o. Ice cream store.
- p. Import store.
- q. Laundering and dry cleaning.
- r. Laundromats.
- s. Music store.
- t. Sporting goods store.

5. Services:

- a. Advertising.
- b. Apparel repair and alteration.
- c. Beauty and barber shops.
- d. Cottage businesses.
- e. Finance and investment offices.
- f. Insurance and related business.
- g. Photographic studios.
- h. Professional organizations.
- i. Professional services.
- j. Real estate and related business.

Notwithstanding the foregoing list of permitted uses, any such use which broadcasts amplified music or sound by speakers to the exterior of a building shall also require a special use permit.

- B. Special Uses: A special use permit may be granted for a permanent use that is not in conflict with the Comprehensive Plan and that is not permitted outright because it may conflict with other uses in the District unless special provisions are taken. Special use permits may be granted for the following uses:

1. Misc.:

- a. Any facility with drive-through service.

2. Parks:

- a. Public parks and playgrounds with crowd attracting facilities.

3. Public Assembly:

- a. Funeral chapels.
- b. Schools – private, single purpose.
- c. Schools – private, vocational and/or academic.
- d. Schools – public.
- e. Theaters – indoor.
- f. Wedding chapels and/or reception halls.

4. Residential:

- a. Accessory buildings (more than 1,000 square feet) i.e., garages and other accessory buildings except those physically attached garages built at the

Federation Point, ZDA

A Residential Mixed Use and Limited Commercial Zoning Development Agreement

same time the home is built.

- b. Motels or transient hotels
- c. Nursing homes, rest homes, and assisted living facilities.

5. Retail Trade:

- a. Alcoholic beverages, when consumed on premises where sold.
- b. Permitted retail/trade operating outside the hours of seven o'clock (7:00) A.M. to ten o'clock (10:00) P.M.
- c. Pet shop.

6. Services:

- a. Dog Grooming.

7. Sports Facilities:

- a. Athletic areas.
- b. Indoor recreation facility.

3. Property Development Standards to be modified to include the following;

The following property development standards shall apply to all land and buildings in the RM district:

A. Use Of Lots:

- 1. Each building is not required to be located on a separate lot. If desired, multiple buildings (including dwellings – duplex, triplex, fourplex) may be located on one contiguous lot/parcel.

B. Lot Area:

- 1. Commercial Uses: The lot area for shall be of sufficient size to provide for the building, the required setbacks, off street parking and landscaping. No commercial building shall occupy more than sixty percent (60%) of a lot.
- 2. Multi-family Residential: The lot/parcel area shall be a minimum of six and one-tenth (6.1) acres and shall contain 19 fourplex buildings and 7 duplex buildings with a total of 90 residential units per 6.1 acre parcel as depicted upon the master development plan included as Exhibit B.

C. Yards:

- 1. The front building line shall be as depicted on the master development plan. All front yard building setbacks shall be twenty feet (20') from the property line or when multiple units are on one parcel a minimum of twenty-five feet (25') from the centerline of a private drive.

Federation Point, ZDA

A Residential Mixed Use and Limited Commercial Zoning Development Agreement

2. The side building line shall not be closer than five feet (5') to the side property line.
3. The rear building line shall not be closer than ten feet (10') to the rear property line for multifamily units or five feet (5') for commercial units.
4. Rear, front, or side building lines adjacent to Federation Road and Washington Street North shall be fifteen feet (15') from the right of way line. No other building setback limitations shall be applicable to this development.
5. Rear, front, or side building lines adjacent to the western and southern boundary of the development shall be twenty feet (20') from the subdivision boundary.

D. Other Development Criteria:

1. Perimeter Landscape Buffer and Screening: A landscaping buffer of twenty-five feet (25'), including sidewalks, shall be installed from back of curb along Washington Street North and Federation Road. A six foot (6') high masonry wall shall be installed along the south and west boundary of the development adjacent to existing residential lots.
2. Streets: Federation Road and Washington Street North shall be constructed per the attached Exhibit C with a ten foot (10') wide concrete path on the north side of Federation Road adjacent to the development boundary for infill of a portion of the Canyon Rim Trail Extension.

Federation Point, ZDA
A Residential Mixed Use and Limited Commercial
Zoning Development Agreement

Developer: Steven F. Hepworth

City: City of Twin Falls
P.O. Box 1907
Twin Falls, ID 83303-1907

"CITY"
CITY OF TWIN FALLS

By: _____
Mayor

ATTEST:

City Clerk

"DEVELOPER"
Hepworth Family Landholdings, LLC
Steven F. Hepworth, Member

By: _____

SATE OF IDAHO)
 ss.
County of Twin Falls)

On this _____ day of _____, 2020 before me, a Notary Public for said County and State, personally appeared _____ and _____, known or identified to me, to be the Mayor and City Clerk, respectively, of the CITY OF TWIN FALLS, IDAHO, that executed said instrument, and acknowledged to me that such City executed the same.

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

Residing at _____

Residing at _____

EXHIBIT A
Legal Description
Proposed Annexation
Twin Falls County, Idaho

Being a portion of the NE $\frac{1}{4}$ SE $\frac{1}{4}$ and SE $\frac{1}{4}$ NE $\frac{1}{4}$ of Section 32, Township 9 South, Range 17 East, Boise Meridian, Twin Falls County, Idaho, more particularly described as follows:

Beginning at the East Quarter corner of said Section 32 as shown on that certain map entitled "Northern Sky Subdivision", recorded November 21, 2007 as Instrument No. 2007-030627 in the office of the County Recorder of Twin Falls County and being the REAL POINT OF BEGINNING;

Thence, along the East Boundary of said NE $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 32, South 00°00'00" East 662.96 feet to a point on the Boundary of said map;

Thence, along said Boundary, North 89°48'21" West 685.43 feet;

Thence, continuing along said Boundary, North 00°34'11" East 302.37 feet;

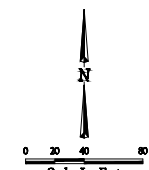
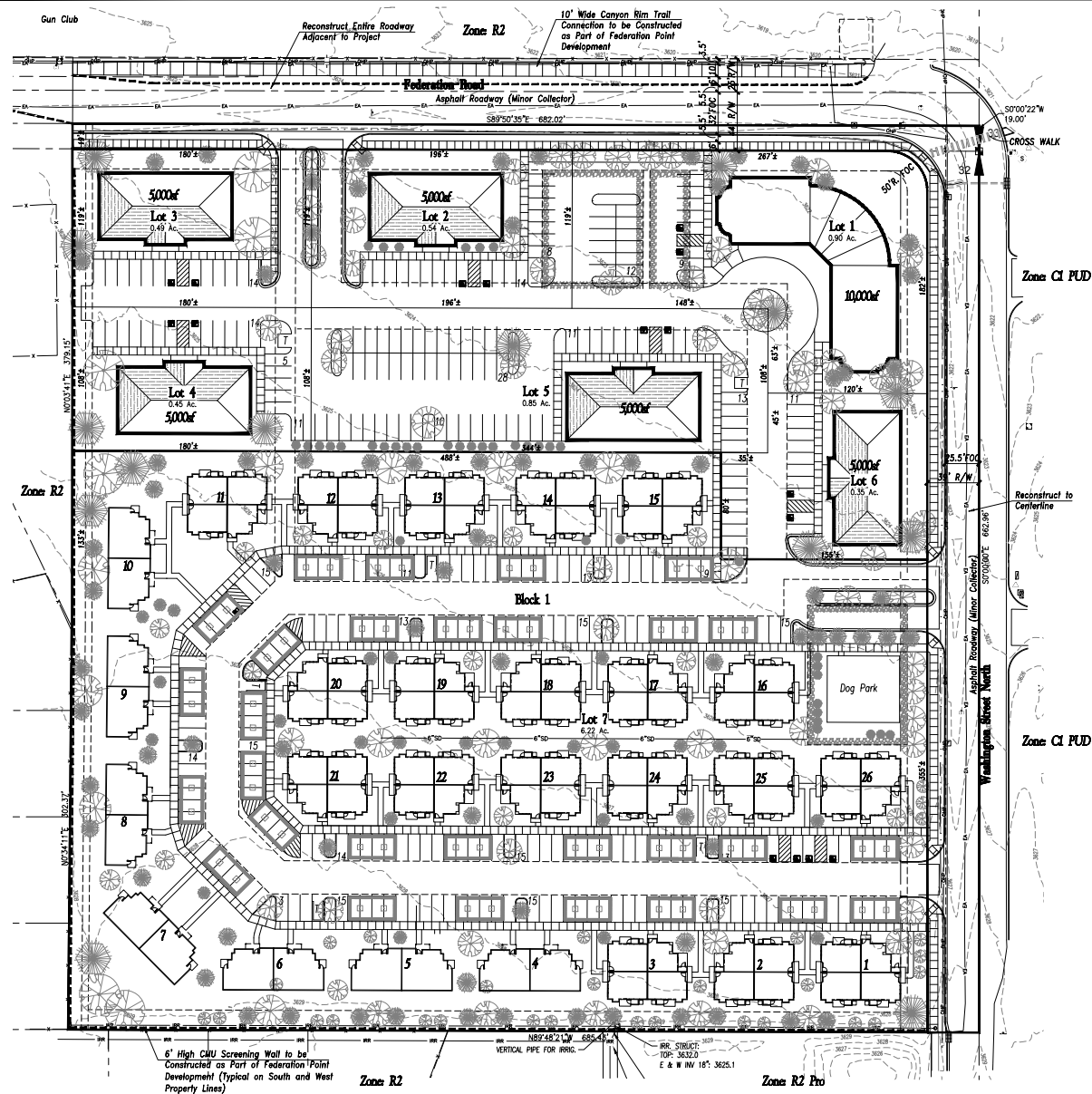
Thence, leaving said Boundary, North 00°03'41" East 404.15 feet to a point on the centerline of Federation Road;

Thence, along said centerline, South 89°50'35" East 682.00 feet to a point on the East Boundary of said SE $\frac{1}{4}$ NE $\frac{1}{4}$ of Section 32;

Thence, along said East Boundary, South 00°00'22" West 44.00 feet to said REAL POINT OF BEGINNING.

Containing approximately 11.08 acres.

End of Description



Federation Point Subdivision
 A ZDA
 Located In
 A Portion of
 NE4 SE4 & SE4 NE4, Section 32
 T. 9 S., R. 17 E., BM.
 Twin Falls County, Idaho
 2020

Legend

	EXISTING	PROPOSED
PROPERTY BOUNDARY LINE	---	---
PROPOSED RIGHT OF WAY	---	---
STREET CENTERLINE	---	---
EASEMENT AS NOTED	---	---
WATER MAIN (FIRE LINE)	---	---
8" SEWER MAIN	---	---
PRESSURE IRRIGATION	---	---
PRESSURE IRRIGATION	---	---
UNDERGROUND POWER	---	---
NATURAL GAS LINE	---	---
FIBER OPTIC LINE	---	---
STORM DRAIN	---	---
STANDARD CURB & GUTTER	---	---
EDGE OF ASPHALT	---	---
CONTOUR LINE	---	---
MANHOLE	---	---
FIRE HYDRANT	---	---
GATE VALVE	---	---
WATER SERVICE	---	---
SEWER SERVICE	---	---
P.U. SERVICE	---	---
P.I. BLOW-OFF ASSEMBLY	---	---
CATCH BASIN	---	---
LIGHT POLE	---	---
UTILITY RISERS/STRUCTURES	---	---
SIGN	---	---
DRAINAGE ARROW	---	---

Existing Zone: R2
 Proposed Zone: RM, ZDA

Exhibit B

ZDA Master Plan

EHM Engineers, Inc.
 ENGINEERS / SURVEYORS / PLANNERS
 621 North College Road, Suite 100 Twin Falls, Idaho 83301
 P (208) 734-4888 FAX (208) 734-6049 web: ehm-inc.com

ZDA Exhibit B For
FEDERATION POINT Subdivision, A ZDA
Twin Falls, Idaho

DO NOT SCALE DRAWINGS
 CONTRACTOR SHALL VERIFY ALL
 CONDITIONS AND DIMENSIONS AT
 THE JOB SITE AND VERIFY THE
 NUMBER OF ANY REVISIONS,
 ERRORS, OMISSIONS, OR DIS-
 CREPANCIES BEFORE BEGINNING
 OR FABRICATING ANY WORK.

APPROVED

DESIGN T. MCBRIDE

DRAWN T. MCBRIDE

DATE JUNE, 2020

SCALE AS SHOWN

CHG PM 137-202DA Exhibit B

CHG NO. 137-20

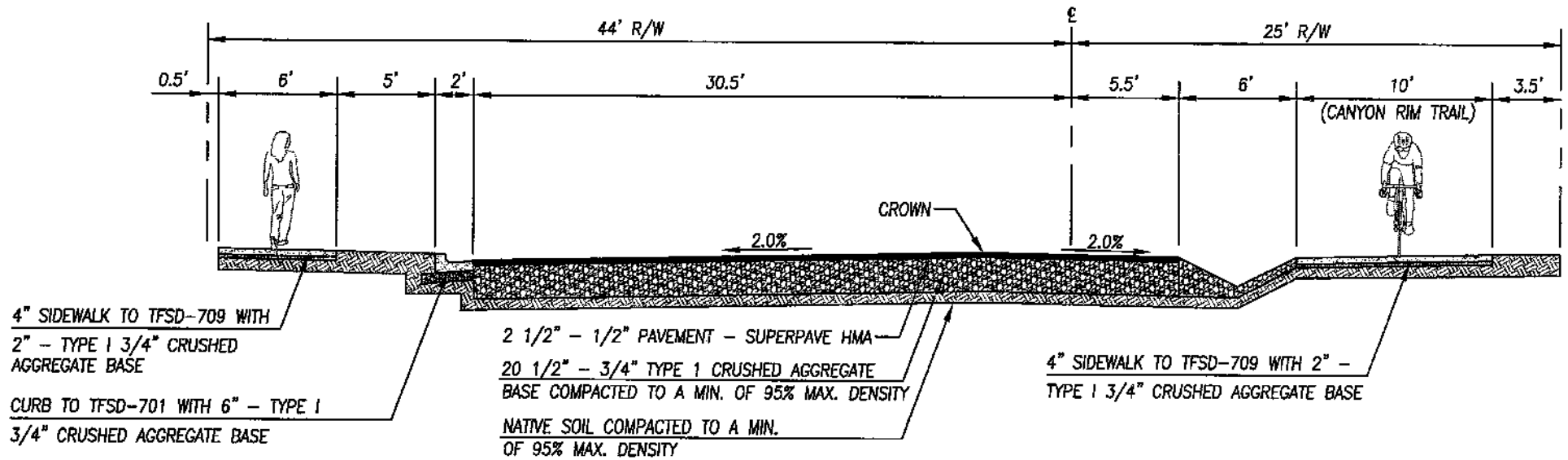
Sheet 1



TYPICAL DUPLEX UNIT



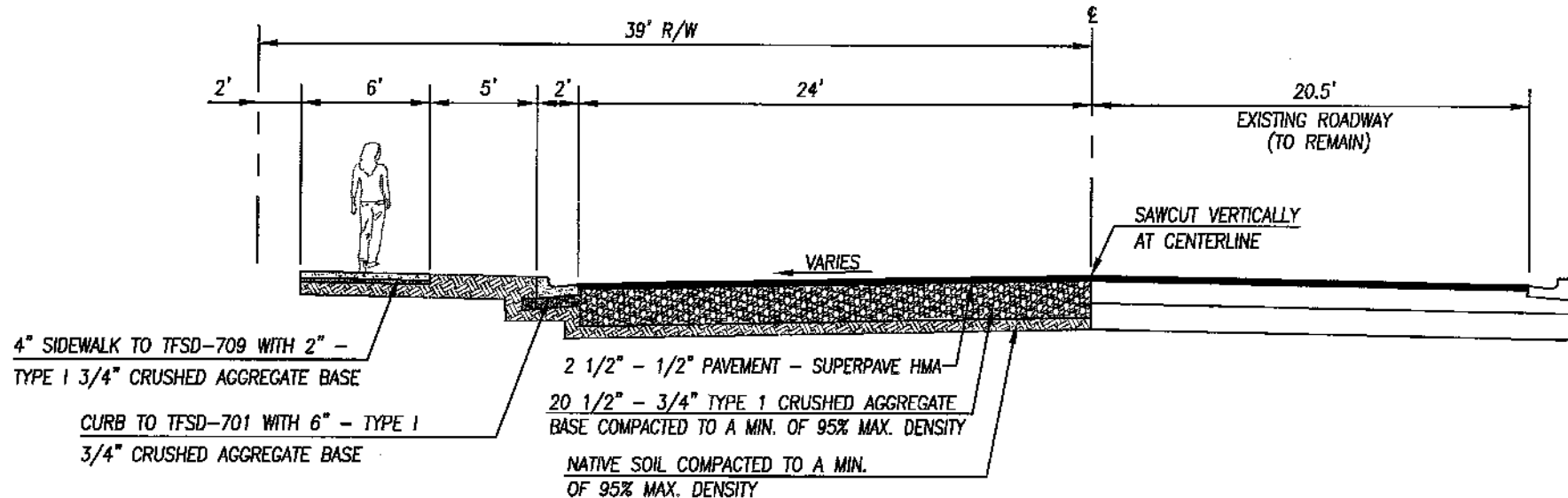
TYPICAL FOUR-PLEX UNIT



Typical Street Cross Section

Federation Road

n.t.s.



Typical Street Cross Section

Washington Street North

n.t.s.

EXHIBIT C - Roadway Details



Twin Falls Planning & Zoning Commission Minutes

Tuesday, February 23, 2021, 6:00 PM

203 Main Avenue East
Twin Falls, ID 83301

COUNCIL CHAMBERS

Members -

City Limits: Danielle Titus, Chairperson; Craig Kelley, Vice-Chair; Ed Musser; Carolyn Bolton; Curtis Hansen; Marilu Perez

Area of Impact: David Detweiler

1) Call In Instructions

- a) To call in for Public Comment on the items on this agenda, please call 1-208-939-6718, Conference ID: 820 430 246#. Calls must be received between 6:00 pm - 6:10 pm and will be put into the queue to speak during the Public Hearing portion of the meeting.

2) Confirmation of Quorum/Call Meeting to Order

Chairperson Titus called the meeting to order at 6:01 pm
A quorum was present.

Members Present: Titus, Kelley, Musser, Bolton, Hansen, Perez, Detweiler

Staff Present: Spendlove, Hart, Zollinger, Ebersole, Hafer, Vitek

3) Consent Calendar

Commissioner Kelley made a motion to approve the consent calendar, as presented.
Commissioner Detweiler seconded the motion.

Consent Calendar approved by a vote of 4-0-2

- a) Approval of Minutes from the following meeting: February 9, 2021

4) Items of Consideration

- a) Preliminary Presentation for a request for a Zoning District Change and Zoning Map Amendment for approximately 10 (+/-) acres from R-4 & R-6 CRO to R-4 & R-6 CRO ZDA for property located at the 500 block of Canyon Falls Drive c/o Gerald Martens on behalf of Concept Investors, LLC. (PZ21-0008)

Staff Presentation:

Senior Planner Hart gave the Preliminary Presentation for a request for a Zoning District Change and Zoning Map Amendment for approximately 10 (+/-) acres from R-4 & R-6 CRO to R-4 & R-6 CRO ZDA for property located at the 500 block of Canyon Falls Drive c/o Gerald Martens on behalf of Concept Investors, LLC. (PZ21-0008)

Per Twin Falls City Code 10-6-1.7(B) Approval of a ZDA sub-district requires a preliminary presentation to the Planning and Zoning Commission for a review of the proposed changes prior to a public hearing. The Commission is allowed and may grant the public the ability to ask questions and give suggestions to the applicant about the proposed project during the preliminary presentation.

A public hearing shall be held before the Commission for a recommendation to the Council to amend the zoning district and the zoning map, amend with recommendations.

The request is to allow the parcel to be developed as an attached and detached single family residential subdivision. Staff will present a full analysis of the request at the public hearing-scheduled for Tuesday, March 23, 2021.

Staff makes no recommendation at this time. Staff will present a full analysis of the request at the public hearing-scheduled for Tuesday, March 23, 2021.

Applicant Presentation:

Gerald Martens, representing applicant, presented the Preliminary Presentation for a Zoning District Change and Zoning Map Amendment for approximately 10 (+/-) acres from R-4 & R-6 CRO to R-4 & R-6 CRO ZDA for property located at the 500 block of Canyon Falls Drive. He stated the change is for downsizing density to the R4 and R6 zones. He stated the plan is for no larger housing than two (2) unit townhomes. He stated they will be built as individually owned single family dwelling/zero lot line townhomes.

PZ/Questions & Comments: none

5) Public Hearings

- a) Request for a recommendation to City Council of an Annexation with a Zoning District Change and Zoning Map Amendment from R2 CRO to RM CRO ZDA for 11.08 (+/-) acres located at the southwest corner of Federation Road and Washington Street North c/o EHM Engineers, Inc. on behalf of Hepworth Family Landholdings, LLC. (PZ21-0004)

Staff Presentation:

PZ Director Spendlove presented the request for a recommendation to City Council of

an Annexation with a Zoning District Change and Zoning Map Amendment from R2 CRO to RM CRO ZDA for 11.08 (+/-) acres located at the southwest corner of Federation Road and Washington Street North c/o EHM Engineers, Inc. on behalf of Hepworth Family Landholdings, LLC. (PZ21-0004)

The applicant is required to present a preliminary review to the Planning and Zoning Commission in which the commission may give suggestions and ask questions of the applicant about the proposed ZDA. A public hearing shall then be held before the Commission for a recommendation to City Council. The City Council may then approve the request as presented, approve with conditions, or deny the request.

The property is currently zoned R-2 CRO, Residential Single Household or Duplex District with the Canyon Rim Overlay District. The property is undeveloped and is located south of the Sport Shooting Range along Federation Road.

The Commission held a public hearing regarding a rezone of this property previously in November 2020. Subsequently, the City Council held a public hearing on December 14, 2020. The City Council ultimately denied the request. The written denial by the Council referenced the number of proposed dwelling units and their correlation to traffic increases in the area.

The applicant has proposed a handful of exceptions to the RM District as part of their ZDA Document. These changes focus on the following categories: Land Uses, Front Yard Setbacks, Arterial Landscaping, and Other Development Criteria. The applicant is not seeking additional units beyond what is permitted within the base RM Zoning District.

The changes sought through the ZDA are focused primarily on internal elements. Building Setbacks from existing neighboring land uses, maximum heights, and densities, will follow the base RM Zoning Code.

Staff believes the layout of this project makes for a gradual transition between existing competing land uses: Outdoor Sport Shooting Range (aka Gun Club) to the North, existing single family residential to the West/South, and Commercial Retail to the East.

The potential detrimental impacts on surrounding areas will be largely mitigated with the screening wall, solitary access to these properties from Arterial and Collector Roadways, and the fine grain transition from Single Family Detached Homes towards the West, to Duplexes within the development, and then to 4-plexes towards the Arterial Roadway (Washington St North).

The Planning and Zoning Commission may recommend approval of the Zoning request as presented, recommend approval with conditions, or recommend denial.

Staff recommends the following conditions:

1. Subject to site plan amendments as required by Building, Engineering, Fire and Zoning Officials to comply with applicable City Codes and Standards.

Applicant Presentation:

Tim Vawser, EHM Engineers, Inc, representing applicant, presented the request for a recommendation to City Council of an Annexation with a Zoning District Change and Zoning Map Amendment from R2 CRO to RM CRO ZDA for 11.08 (+/-) acres located at the southwest corner of Federation Road and Washington Street North.

Mr. Vawser gave a background on this application. He stated the changes suggested by the Planning & Zoning Commission and City Council were taken into consideration and stated they worked with incorporating surrounding neighbors.

He showed where the crosswalk to the Canyon Rim Trail along with the addition to the trail were presented as part of the exhibit. He stated there are changes to the density and setbacks as requested, with the ZDA verbiage conforming to the RM zone. He showed the proposed layout of the development with duplexes against the existing residential neighborhood to the south and west, with fourplexes in the interior of the development and against the commercial. He stated the accesses to the development will lead on to Federation Road and Washington Street North, with no accesses into existing residential neighborhoods.

PZ/Questions & Comments: none

Public Hearing: Opened

- Citizen Randy Blair is opposed to this request. He stated he does not believe there is a need for more businesses in the area. He stated he likes the changes to the layout but has concern for current residential view. He stated his concern for his property value, the fourplexes, and more businesses in the area.
- Citizen Wendy Kerr is opposed to this request. She stated she would like the zoning to stay R2. She stated she does not believe this fits in Comprehensive Plan. She stated her concern for public safety and overcrowding.
- Citizen Chuck Brockway is opposed to this request. He stated his concern of the density and does believe this is not appropriate or compatible. He does not believe this preserves canyon rim experience on the Comprehensive Plan.
- Citizen Ronald Kerr is opposed to this request. He stated his concern with a potential traffic issue. He stated he believes the parcel should be all single family residential.
- Citizen Marie Tanner is opposed to this request. She stated this development is too much for one space.
- Applicant Stan Buckley gave a closing statement. He stated there is a shortage of housing in Twin Falls and the Magic Valley. He stated this development is not

a typical fourplex complex. All of the units will be built with separate entrances and courtyards, with no one lives above or below. He referred to an article regarding multifamily dwellings and property value, and that the notion of property values would diminish, when the opposite is true. He stated the studies show no adverse effect on single family homes. He gave some statistics from the article. He addressed the residents' concerns. He stated he believes this development will be a nice amenity to community.

- Mr. Vawser gave a closing statement. He addressed the citizens' concerns. He stated there is a conversation with the property owner to the west regarding obtaining land to fix the road to address traffic and bottleneck issues.
- Commissioner Hansen asked if the development was zoned all R2, would duplexes be included as allowed use.
- PZ Director Spendlove stated because as it sits now, nothing could be developed on the property as currently zoned, as there is already a residence on the property and not on city services. If property is annexed, duplexes are outright permitted in R2 zone.
- Commissioner Kelley asked the density in the R2 zone.
- PZ Director Spendlove stated, with private roads, there can 45-48 single family dwelling, and close to 60-70 with all duplexes.
- Commissioner Perez asked if there are business interested in this development.
- Mr. Vawser stated there is no interest at this time and are looking for good fit to the neighborhood. He stated there are strict guidelines in ZDA on what would be allowed.
- Chairperson Titus asked for clarification on the recommendations made tonight to City Council.
- PZ Director Spendlove clarified the commission's decision tonight as only recommending the proposed zoning with the ZDA. He explained how the agreement is enforced.

Public Hearing: Closed

Discussions Followed:

- Commissioner Bolton stated she agrees there is a shortage of housing. She stated she does not feel this is the right development for this parcel and would rather see this parcel stayed zoned as R2. She stated she does not feel this is compatible with the west side of Washington St. and has a concern with traffic safety.
- Commissioner Hansen stated Town Neighborhood allows from R2 to R6 zoning. If zoned all R2, there could be a potential of 60-80 duplexes. He stated this is a good transition, with commercial being the buffer as same as across Washington St. He believes owner can sell the property as they want and develop as choose. He stated he believes the application has listened to recommendations by City Council and the Planning & Zoning Commission and have done good with it. He believes this is a good ZDA overall.

- Commissioner Detweiler stated he appreciates the public input. He agreed with Commissioner Hansen if all turn to duplexes, there would be the same amount of traffic. He stated this is a good design. He stated he likes the changes made to the plans. He stated they addressed concern of 4plexes against residential, with changes them to duplexes. He stated he feels this is a good transition with commercial will work with what is already there.
- Commissioner Musser he likes the mixed-use concept and the response to the feedback from the Planning and Zoning Commission and City Council. He stated he is in support of this application.
- Commissioner Perez stated there needs to be a transition from the gun range. She stated this is a nice transition to residential. She stated she believes they did a good job with concerns from the commission.
- Commissioner Kelley stated the commercial is good transition from gun club. He stated he does not believe if all R2 that the density would be less. He stated he feels this follows the Comprehensive Plan.
- Chairperson Titus stated the density concern is addressed. She believes the applicant is trying to work to address traffic concerns. She stated they are not asking for additional height and maintaining current setback along existing residential per code. She believes this conforms to the Comprehensive Plan and the Future Land Use Map shows as town neighborhood. She stated she likes the transition and is a good infill project.

MOTION: Craig Kelley moved to recommend approval to City Council of the request of an Annexation with a Zoning District Change and Zoning Map Amendment from R2 CRO to RM CRO ZDA for 11.08 (+/-) acres located at the southwest corner of Federation Road and Washington Street North c/o EHM Engineers, Inc. on behalf of Hepworth Family Landholdings, LLC. (PZ21-0004), as presented with staff recommendations. Commissioner Musser seconded the motion.

Motion Approved by a vote of 6-1.

6) Upcoming Meeting(s)

a) Tuesday, March 9, 2021

7) Adjournment

The meeting adjourned at 07:11 PM

Kelli Ebersole

From: Tim Rambur <timrambur@outlook.com>
Sent: Wednesday, March 17, 2021 11:20 AM
To: Jonathan Spendlove
Subject: Federation Point Subdivision

[EXTERNAL SENDER]

To whom it may concern,

I am writing as a homeowner near the proposed federation point subdivision to express concern regarding the high number of duplexes and fourplexes being proposed. My home is very close to this area and one of the reasons that I purchased where I live at 1908 Northern Sky is due to the peace and tranquillity that the area has to offer. I enjoy being close to federation point and having access to the beauty of the canyon rim trail. I feel like the proposed building of numerous duplexes and fourplexes would have a negative impact on the serenity of this beautiful area here in Twin Falls.

Thank you for your consideration,

Tim Rambur

Sent from my iPhone

From: [Heather Melton](#)
To: [Jonathan Spendlove](#)
Cc: [Kirk Melton](#); [Jenny Campbell](#)
Subject: Meeting March 29th
Date: Wednesday, March 17, 2021 2:27:19 PM

[EXTERNAL SENDER]

HI,

My name is Heather Melton, I live at 2012 Blue Sky Lane. I am emailing you about a zone change on the corner of Washington St. and Federation. It is the one up by the trail entrance by Elevation 486. This zone change will be in front of the City Council on March 29th, I am planning on attending again, but I feel 2 min. did not give me enough time to say everything I needed to say. Here are all the things I would like to say because I will only have 2 min again.

1-Traffic

The first reason I feel this plan isn't quite right is traffic. There is a bottle neck area on Washington St. that would not support the traffic this proposal would introduce to the area. This bottle neck is not going to be fixed with the widening of the proposal as it is located father down on Washington, closer to Walgreens.

2-Setbacks too tight

Putting two story buildings 10 feet apart, is not giving those living inside those buildings a good quality of life. All setback changes should be denied. Those setbacks are standard for a good reason.

3-Pedestrians in Danger

This corner is dangerous as is. People living in the new development will be accessing the trail, and also adding traffic. It will be more dangerous. The sun sets in a way that blinds drivers on the corner. The proposal has a cross walk noted right on the corner, which is a TERRIBLE idea. The sun sets in such a way that makes that corner blind. People also whip around that corner at frightening speeds. Kids are going to be hit by cars. This is so dangerous.

4-Comprehensive plan "Canyon Experience"

The comprehensive plan says to preserve the canyon rim experience. I am begging you to do that. This proposal does not preserve the canyon rim experience. It blocks views, and packs people in like sardines. When I bought my house I looked this up, it was R2, and I liked that. This proposal would decrease my property value. This is a prime piece of property and should be something beautiful! Can we not do better for our town?

5-Better places for this proposal

There are currently empty commercial lots, located extremely nearby, that this particular proposal would fit into so much better. Across Washington St. there are several empty commercial lots that this would work great! There is more empty land farther in, over by Pizza Pie cafe. This proposal would fit so well with what is already on that side of Washington. In fact, Washington Street is a very nice transition from the commercial and mixed use, to the residential on this side of the street. Moving this type of development to this side of Washington will feel disjointed. creating a unnecessary need for additional transitions, where one already exists.

6-Single-Family Residential zoning in high demand

The demand for commercial buildings is not very strong over here. There is empty commercial land across Washington. There is empty commercial land by Rivercrest Apartments, and Pizza pie cafe. There are empty commercial buildings by pizza pie cafe, totally vacant. There is vacant commercial buildings in Walmart parking-lot. Where-as the demand for single family residential is EXTREMELY high right now. Every lot nearby is sold. The argument was brought up in the last meeting about (the assumption) that people would not want to buy/build nice houses by the gun club. I would like to give Settlers Ridge development as an example of that argument being false. Look at the very expensive lots and houses (all SOLD) in Settlers Ridge. Every lot is sold. Every house is NICE. All by the gun club. Changing the zone from Residential (which is in very high demand) to commercial (not in very high demand) does not seem like a good choice for the city and community.

7-Personal Belief

I strongly believe this change will effect my children's safety negatively. This neighborhood has A LOT of kids to keep safe. That needs to be heavy on your mind.

Thanks for your time,
Heather Melton
2012 Blue Sky Lane
Twin Falls Idaho 83301
[REDACTED]

March 18, 2021

To: City of Twin Falls Planning Director

Mr. Jonathan Speedlove

Greetings;

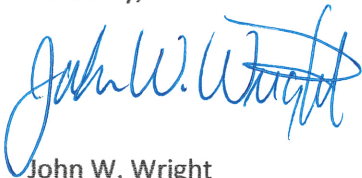
I am writing in regard to the proposed development at the corner of Washington and Federation. The Council will be considering the proposal for development with a change in the Zoning at its regular meeting March 29.

I have lived at the corner of Northern Sky and Shady Trail since October of 2019. I bought my house aware that the vacant property on the curve would be developed in the near future. I felt reasonably sure that any building that was done would be very similar to the neighborhood to the west, my neighborhood, with single dwelling homes. Commercial building would stay to the east of Washington as would the multiplex dwellings. I was assured this by the zoning of the property.

I realize this is an expensive piece of real estate. I understand the developer's need for duplexes, four-plexes, and commercial buildings so a profit can be made on his endeavor. But I don't think it is the City's duty to insure this by changing the zoning. I believe the City's first responsibility is to the people who already live in the adjacent area.

The traffic in this area is busy. Turning left onto Washington from Canyon Crest Dr. is already a patience building experience. More housing is being constructed at the end of Federation with more to come. This means more cars navigating the curve at the gun club. Let's not squeeze in more people than the available land dictates.

Sincerely,



John W. Wright

258 ShadeTree Trail

Twin Falls, Idaho

From: [Jonathan Spendlove](#)
To: [Kelli Ebersole](#)
Subject: FW: Washington/Federation annexation
Date: Thursday, March 18, 2021 5:47:56 PM

-----Original Message-----

From: KimNKenn FULTZ <kkfultz@msn.com>
Sent: Thursday, March 18, 2021 4:58 PM
To: Jonathan Spendlove <JSpendlove@tfid.org>
Subject: Washington/Federation annexation

[EXTERNAL SENDER]

I'm really disappointed with the developers "redesign" of this property as it is not much different from his first submission that city council previously denied. The developer was told by the City that they agreed with many of us who attended, that the area is not suitable for high density multi-family units. The developers answer was to surrounded them with duplexes?!?

This developer has many of these multi-units in Twin you can drive through. You can tell their priorities are for getting as many units packed together with the least amount of driving or parking area. We do not want this in our neighborhood.

When we decided to move to Twin, we looked at many areas to build. We chose this area because of proximity to work and easy access to the interstate. We were the 2nd house to be built and are making our last mortgage payment this month. We built here with confidence knowing that piece of land was zoned for single homes. Please do not allow this zoning change.

Kim and Kenn Fultz
2060 Bluesky Ln
Twin Falls


Sent from my iPhone

From: [Jonathan Spendlove](#)
To: [Kelli Ebersole](#)
Subject: FW: Letter to City Council for March 29 (Washington & Federation)
Date: Monday, March 22, 2021 8:35:23 AM

From: Barry Hill <barry.hill29@gmail.com>
Sent: Sunday, March 21, 2021 3:10 PM
To: Jonathan Spendlove <JSpendlove@tfid.org>
Subject: Letter to City Council for March 29 (Washington & Federation)

[EXTERNAL SENDER]

Dear City Council and Mayor,

As a resident directly to the west of this property, I am adamantly opposed to this project. Having fourplexes and duplexes on this property does not fit the surrounding areas. I am not opposed to the wonderful growth we are experiencing in Twin Falls, but this is the wrong project for this property. The developer wants to put 2-story buildings right next to this fence. Even if the set back is moved from 10 to 20 feet, that is really close for a 2-story structure to be sitting overlooking my back fence. I would be a hypocrite to say that I don't want 2-story structures built on this property, so I won't. What I will say is that my 2-story structure is 72 feet away from the fence. It would be inappropriate to put another structure within 50 feet of the fence lines to the west and south of this property.

This is prime real estate for our community, and it seems highly inappropriate to bring in this high-density project and stuff it next to our residential neighborhood. This proposed plan is completely incompatible with the existing neighborhood.

I am also highly concerned about the increase in traffic on Washington N and Federation which are already narrow roads in this area.

I strongly encourage my city council to oppose this development as it has been proposed by the developer.

Thank you for your kind consideration,

Barry Hill
2022 Northern Sky Dr.
Twin Falls, ID 83301
barry.hill29@gmail.com

Dear City Council,

March 22, 2021

We are writing to express our strong opposition to the proposed annexation and rezoning of the property at the corner of Washington and Federation.

- *Hepworth Family Landholdings, LLC. c/o EHM Engineers, Inc. (app.PZ21-004)
(Zoning District Change and Zoning Map Amendment from R2 CRO to RM CRO ZDA
11.08 (+/-) acres located at the southwest corner of Federation Road and Washington
Street North.)*

As owners to the adjacent property at 2010 Northern Sky Drive, the annexation of said property will be problematic especially if the land is used to develop duplexes, fourplexes, low income apartments, or designs that are not appropriate for the neighborhood and area. We feel that the canyon-rim land is one of the nicest areas in Twin Falls. High-density housing, if developed is completely inappropriate and incompatible to the quiet, safe, and nice single-family homes to the west such as ours and to the high-end professional offices to the east. As property owners, we have invested here with the idea that the adjacent land would be used in similar style and value to ours and the professional offices. We are completely opposed to the addition of any multi-family housing that will cause traffic and safety problems, and potentially lower the property values of the existing community.

We implore the City Council to reconsider as the City is under no obligation to accept this plan. The point of the ZDA (Zoning Development Agreement), is that the City has the opportunity to negotiate the layout, how to use the land, and to refuse any attempts to build low-income multi-family housing. The current rezoning plan does not comply with the comprehensive plan of the City of Twin Falls. The comprehensive plan of the City requires that developments be appropriate for the Canyon-rim area. The proposed annexation plans do not add value to our neighborhood.

We urge you to reconsider the proposed rezoning. From recent discussions with our neighbors, we know our opinions are shared by many who have not managed to attend the public meetings or write letters and emails. Please listen to the voices of those that are directly affected by this annexation proposal.

Thank you for your continued service and support of our communities.

Sincerely,

BenAnthony de la Rosa
Monica de la Rosa

Mr. and Mrs. BenAnthony de la Rosa
2010 Northern Sky Drive | Twin Falls, ID 83301
benanthonyd@yahoo.com | [REDACTED]

Honorable members of City Council,

Last time when the expression “Money talks” was brought up, it upset a few people. Well, if money does not talk, then what does?

Why after all the talks and discussions and voting in the favor of not putting transient housing next to single-family homes, we are back to square one. Why the builders who were supposed to meet with us and discuss their plans, present a so-called new proposal which does not seem to be much different from the first one. We still see the six-acre canyon-rim land packed with duplexes and fourplexes on this plan. The plan is absolutely inappropriate for our neighborhood and incompatible with single-family homes. It looks so unhealthy and so absurd that it is hard to imagine what a professional could come up with a plan like that. Mixing single-family homes with transient housing complex looks quite amateurish for a professional. The word transient comes from Latin and means “to pass over,” which means that people who will be placed in those “plexes” will be there temporarily and won’t invest or commit to those dwellings. Simple as that with no disrespect to those people whatsoever. We all have been there.

In our previous meetings, we have already mentioned this, but I am going to reiterate it: we are a community of middle-class Americans who sacrificed a lot to finally afford to buy a house in one of the nicest and safest areas in town. Our community is like a family. Not every community has the relationship that we have here, but somebody wants to come and destroy this neighborhood just because somebody does not have enough and need more, and you understand what I mean. I do not want to upset people here.

We paid high price for our homes; we are paying very high property taxes for the right to live in a safe neighborhood. Just my family pays around \$5,000 a year. I know my neighbors around do pay about the same. Up until now, we at least knew what we were paying for: for safety and wellbeing of our families. But now what?

Not only those duplexes and fourplexes crammed together in quite a small area will bring the disharmony to the neighborhood, but they will also change the infrastructure of our neighborhood for good.

We are hoping that honorable members of our City Council will consider our plead to support us and oppose to this absolutely wild, absurd, and unhealthy project which will jeopardize the safety and well-being of our community.

We would not mind small business and medical offices in that area, as it was designed initially, though I do not even see the sense in doing that, right next to family homes.

Ideally, these six acres of land should be turned into a park where hundreds, if not thousands, of the children of our community on both west and east side of Washington Street could play safely. I think we deserve this by paying high property tax dollars.

Afterall, if we don’t take care of our children today who is going take care of us tomorrow?

Please, think about this kind of proposal.

Thank you,

Violet Nahapet,
resident of 229 Canyon Crest Dr. West,
Twin Falls, Id 83301
[REDACTED]

From: [Sarah](#)
To: [Jonathan Spendlove](#); [Kelli Ebersole](#)
Subject: Washington/Federation Plan Comments
Date: Wednesday, March 24, 2021 11:40:57 AM

[EXTERNAL SENDER]

March 24, 2021

Twin Falls City Council
203 Main Avenue East
Twin Falls, ID 83301

Twin Falls City Council
Re: Federation/Washington Project

It seems the builder made two changes to his plan and here we are again. Apparently, he did not understand the reasons why this neighborhood was fighting his project – or thought that we would simply give up and not keep on fighting it if he brought it back again. At the last meeting I understand, he was told to speak with the neighbors to determine more appropriate uses and not only did he not contact us, I understand he refused to meet with neighbors when they asked have a discussion. This shows that he is only motivated by money and does not care about the affect this current project will have on my neighborhood.

When we purchased our home almost 6 years ago we did so based primarily on location. We were told it would be single-family homes up to Washington Avenue—as that is what zoning dictated. Then, as now, there is a housing shortage of single-family homes.

I have reviewed this project again (the changes made could barely be noticed) and while we need more apartments in Twin, I believe this is a case of right project, wrong location. There are many reasons I feel this way:

1. Traffic on Washington and Federation is already heavy. 90 barracks style apartments with 1-2 drivers per apartment would create additional traffic and bottlenecks in areas where there are many children playing in streets and where users of the greenway (pedestrians and bikers) are always out and about. This will create a dangerous situation for my children and the children of this neighborhood. Additional single-family homes would create far less burden on the roads.
2. West of Washington there are also single-family homes (albeit smaller town homes,) but the traffic and danger would be far less with a set up like that. These apartments will be sandwiched in by single family homes on both sides of Washington—making it a wrong location for this project. There are also upscale businesses and dining. Barracks style apartments fit in with none of it and will only decrease values all the way around Washington.
3. According to your own land use policy, this location is ideal for single family homes—which there is a shortage of in Twin Falls. It would seem odd and out of place for apartments to be

stuck into this area surrounded by single family homes. And zoning should not be changed while there is still a need for its current zoning.

4. What happens if there is a lack of parking for the tenants? There is no parking available along Washington. Will spillage be in our neighborhood?

5. Residents of this neighborhood are very close-knit. We socialize often and know each other's families. We pay property taxes and would like to see more families like ours in our neighborhood. A transient population that does not do any of these things would injure the fabric of our community.

6. There are families whose back yards will abut this project. These apartments will look over into their yards. An ugly block wall to prevent noise and unpleasant sites would damage the property values of our homes.

While I would like this property developed—our community has a preference that this be more single-family homes (a minimum of town home or duplexes—owned by those living in them) or even some kind office development for day use only near Federation—we DO NOT want apartments placed on it. They will be out of place—surrounded by homes and upscale businesses on both sides of Washington. It's just not a good fit for this project. There are better locations for it. I hope you will deny this request.

Thank you,

Sarah Danielson
2048 Blue Sky Ln
Twin Falls, ID 83301