



Urban Renewal Agency Agenda

Monday, June 14, 2021, 12:00 PM

Council Chambers
203 Main Avenue East- Twin Falls, Idaho

Members: Rudy Ashenbrener, Andy Hohwieler, Doug Vollmer, Dan Brizee, Jan Rogers, Alexandra Caval

- 1) Confirmation of Quorum/Call Meeting to Order
- 2) Conflict of Interest Declaration
- 3) Consent Calendar
 - a) **ACTION ITEM:** Request to approve 1) Minutes for May 10, 2021; 2) May 2021 Financial Report; 4) June 2021 Accounts Payable.
By: Lorrie Bauer, Administrative Assistant
- 4) Reports/Updates
 - a) Executive Director's Report
- 5) Items of Consideration
 - a) **ACTION ITEM:** Consideration of a request to spend up to \$38,208.80 to upgrade alleyway utilities to support the development of the property at 129 Main Ave W.
By: Ken Fitzgerald, Project Contractor
 - b) **ACTION ITEM:** Consideration of a request to award the 3rd Avenue Alleyway Drainage Improvements construction contract to REG Contracting.
By: Jesse Schuerman, Engineer
 - c) **PRESENTATION:** Presentation of a Certificate of Appreciation to Cindy Bond and Doug Vollmer for their service as members of the Urban Renewal Agency Board.
By: Rudy Ashenbrener, Chair
- 6) General Input/Announcements - Public/Staff
- 7) Upcoming Meeting(s)
 - a) July 12, 2021 @ 12:00 PM.
- 8) Adjournment

Any person(s) needing special accommodations to participate in the above-noticed meeting could contact Lorrie Bauer (208) 735-7313 at least two working days before the meeting. Si desea esta información en español, llame Leila Sanchez (208) 735-7287.



Urban Renewal Agency Minutes

Monday, May 10, 2021, 12:00 PM

Council Chambers
203 Main Avenue East- Twin Falls, Idaho

Members: Rudy Ashenbrener, Andy Hohwieler, Doug Vollmer, Dan Brizee, Jan Rogers, Alexandra Caval

1) Confirmation of Quorum/Call Meeting to Order

Present: Andy Hohwieler, Rudy Ashenbrener, Alexandra Caval, Dan Brizee, Jan Rogers

Absent: Doug Vollmer

Staff Present: Travis Rothweiler, City Manager; Brent Hyatt, Assistant Finance Director; Jesse Schuerman, Engineer; Lorrie Bauer, Administrative Assistant; Jonathan Spendlove, P&Z Director; Ruth Pierce, City Council Liaison; Don Hall, County Commissioner.

Chair Ashenbrener called the meeting to order at 12:00 PM. A quorum was present.

2) Conflict of Interest Declaration

None.

3) Consent Calendar

- a) Request to approve 1) Minutes for April 12, 2021; 2) Minutes for April 29, 2021; 3) April 2021 Financial Report; 4) May 2021 Accounts Payable.

MOTION: Alexandra Caval moved to approve the consent calendar. Jan Rogers seconded the motion. Roll call vote showed all members present voted. Approved 5 to 0.

4) Reports/Updates

- a) Executive Director's Report

Board: Terms are expiring for three members. Andy is interested in another term, however, Doug & Cindy are not. Notice has been published and the application is on the City website. The board was asked to help spread the word to the community.

Children's Museum: Monthly progress meetings have been scheduled per the agreement. Fund raising efforts are being planned. Quarterly updates could be given during future URA meetings.

160 Main and Parking Structure: Galena will be presenting plans for approval in the near future. Potential plans were shared. Additional properties outside of the City owned lots have been included in the new plan due to interest from other property owners. There are more residential units than initially contemplated. The plans still need to go thru the public use processes. Current discussions include condominizing the parking structure which will help with operations and maintenance costs, parking rules and engagement, as well as ownership. The Agency has committed up to \$2M for this project for additional public parking spaces, within the structure, above the 149 current spaces. The alleyway is planned to be improved as well. Discussion ensued.

Economic development interest is currently very active for Twin Falls, especially the downtown

and old town areas. An investment group is considering a project near Pillar Falls and the Washington Street South area is currently being considered for other potential projects.

Visioning for the Future Meeting: Urban renewal basics were discussed. A timeline for creating a new area was reviewed. An understanding of what opportunities the Agency has and what resources were available. Closeout process for Area 4-1 will begin August 2022. The next meeting will be a field tour of areas that could be included in the next allocation area.

5) Items of Consideration

- a) Financial considerations at the termination of Revenue Allocation Area 4-1.
Brent explained that even though RAA 4-1 will end December 2022, the assessed taxes will be given to the Agency in 2023. The Agency's budget was impacted a little bit this year by the Governor's Safety Initiative with a reduction in revenue with no offsetting income. The levy rate was reduced about 22% beyond what was anticipated from the City. This reduction will not substantially impact the Agency.

The Agency has four commitments before the end of RAA 4-1: 1) Ongoing projects - \$500,000; 2) Parking structure - up to \$2M; 3) Bond payments, net - \$2.5M; and 4) Pretreatment Facility purchase from City - \$3M.

As Area 4-1 winds down, the timing of payment will be challenged. The funds in the General Fund were explained. When RAA 4-1 terminates, there will not be a funding source for the approximate \$300,000 in overhead expenses. Travis explained how the City may be able to help. Discussion ensued.

6) General Input/Announcements - Public/Staff

Commissioner Hohwieler commented on the visioning session and believes the Agency needs the help of the community to put together the vision for the future. The City's Comp Plan will be a big help in making decisions.

Commissioner Brizee suggested each board member take a little time and look at area properties before the field trip.

- a) The Budget Committee for 2021-22 is in need of one volunteer.
Due to Commissioner Bond's resignation, Chair Ashenbrener volunteered. The budget committee now consists of Alexandra Caval, Jan Rogers, and Rudy Ashenbrener. The committee will work with Brent Hyatt and calculate an annual estimate of revenues and expenses for the upcoming fiscal year of the agency.

7) Upcoming Meeting(s)

- a) June 14, 2021 @ 12:00 PM.

8) Adjournment

The meeting adjourned at 1:09 PM.

Urban Renewal Agency of the City of Twin Falls, ID
Profit & Loss
May 2021

	<u>May 21</u>
Ordinary Income/Expense	
Income	
Investment Income	418.36
Property Taxes	3,006.45
Total Income	3,424.81
Gross Profit	3,424.81
Expense	
RAA 4-1	
City Property Expense	
Commons (129 Hansen) & Main	423.03
Bowyer Park (122 4th Ave S)	11.14
Total City Property Expense	434.17
Downtown Development	2,970.00
Total RAA 4-1	3,404.17
Legal Expense	5,238.37
Meeting Expense	134.60
Professional Fees	5,367.67
Total Expense	14,144.81
Net Ordinary Income	-10,720.00
Net Income	-10,720.00

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

October 2020 through May 2021

	Oct '20 - May 21	Budget	\$ Over Budget	% of Budget
Ordinary Income/Expense				
Income				
Contributions	119,421.37			
Investment Income	4,984.55	105,200.00	-100,215.45	4.7%
Other Income	0.00	150,000.00	-150,000.00	0.0%
Property Taxes	5,554,406.98	7,718,000.00	-2,163,593.02	72.0%
Rental Income	11,999.98	15,996.00	-3,996.02	75.0%
Total Income	5,690,812.88	7,989,196.00	-2,298,383.12	71.2%
Gross Profit	5,690,812.88	7,989,196.00	-2,298,383.12	71.2%
Expense				
General Development Projects	0.00	1,928,616.00	-1,928,616.00	0.0%
RAA 4-1				
City Property Expense				
Commons (129 Hansen) & Main	6,032.34			
Bowyer Park (122 4th Ave S)	79.84			
Total City Property Expense	6,112.18			
Youth Ranch (160 Main Ave S)	377,739.42			
Downtown Development	57,876.05			
Other Properties/Projects	16,494.65			
RAA 4-1 - Other	0.00	699,367.00	-699,367.00	0.0%
Total RAA 4-1	458,222.30	699,367.00	-241,144.70	65.5%
RAA 4-3 (Chobani)				
Debt Pay. (Chobani) Interest	1,514,313.48	1,514,313.00	0.48	100.0%
Debt Pay. (Chobani) Principal	1,506,000.00	2,240,687.00	-734,687.00	67.2%
Total RAA 4-3 (Chobani)	3,020,313.48	3,755,000.00	-734,686.52	80.4%
Bond Trustee Fees	3,000.00	5,000.00	-2,000.00	60.0%
Community Relations & Website	0.00	500.00	-500.00	0.0%
Debt Payments - Interest	366,313.45	743,833.00	-377,519.55	49.2%
Debt Payments - Principal	370,000.00	2,925,000.00	-2,555,000.00	12.6%
Dues and Subscriptions	4,600.00	5,000.00	-400.00	92.0%
Insurance Expense	0.00	7,000.00	-7,000.00	0.0%
Legal Expense	42,605.00	30,000.00	12,605.00	142.0%
Management Fee	208,000.00	208,000.00	0.00	100.0%
Meeting Expense	800.63	1,500.00	-699.37	53.4%
Miscellaneous	0.00	500.00	-500.00	0.0%
Office Expense	420.41	500.00	-79.59	84.1%
Prof. Dev.\Training	0.00	2,500.00	-2,500.00	0.0%
Professional Fees	10,916.61	10,000.00	916.61	109.2%
Property Tax Expense	60.84			
Repairs and Maintenance	66,880.00	66,880.00	0.00	100.0%
Total Expense	4,552,132.72	10,389,196.00	-5,837,063.28	43.8%
Net Ordinary Income	1,138,680.16	-2,400,000.00	3,538,680.16	-47.4%
Other Income/Expense				
Other Income				
Transfers In	0.00	4,346,113.00	-4,346,113.00	0.0%
Transfers Out	0.00	-4,346,113.00	4,346,113.00	0.0%
Total Other Income	0.00	0.00	0.00	0.0%
Net Other Income	0.00	0.00	0.00	0.0%
Net Income	1,138,680.16	-2,400,000.00	3,538,680.16	-47.4%

Twin Falls Urban Renewal June 2021 Accounts Payable

4526	5/6/2021	134.60	Chick-fil-A	Meeting Expense	General	Lunch for 20210510 Meeting
4527	6/10/2021	-	Void			
4528	6/10/2021	767.83	Consolidated Electrical Dist.	Commons (129 Hansen) & Main	RAA 4-1(Original)	Digital Times for Main Ave Street Lights / #88201005581
4529	6/10/2021	9,681.25	Elam & Burke	Legal Expense	General	Professional Fees for misc tasks / #190593
4529	6/10/2021	67.50	Elam & Burke	Legal Expense	RAA 4-1(Original)	Professional Fees for 160 Main / #190660
4529	6/10/2021	898.85	Elam & Burke	Legal Expense	General	Professional Fees for misc tasks / #191003
4529	6/10/2021	22.50	Elam & Burke	Legal Expense	RAA 4-1(Original)	Professional Fees for 160 Main / #191004
4530	6/10/2021	10.31	Idaho Power	Bowyer Park (122 4th Ave S)	RAA 4-1(Original)	Power for #2220512228 for 20210510
4530	6/10/2021	199.61	Idaho Power	Commons (129 Hansen) & Main	RAA 4-1(Original)	Power for #2224040226 for 20210510
4531	6/10/2021	46.42	Intermountain Gas Company	Commons (129 Hansen) & Main	RAA 4-1(Original)	Gas for #73747812375 for 20210517
4532	6/10/2021	5,260.82	Moss Greenhouses, Inc.	Commons (129 Hansen) & Main	RAA 4-1(Original)	Hanging Baskets (Main & Shoshone) / #S1-39309
4533	6/10/2021	97.95	PMT	Commons (129 Hansen) & Main	RAA 4-1(Original)	Broadband Services for 85403-2 for June
4534	6/10/2021	927.44	Southern Idaho Landscape Center	Commons (129 Hansen) & Main	RAA 4-1(Original)	Plants for Planters (Main & Shoshone) / #139600 & 139797
4535	6/10/2021	36.94	Times News	Legal Expense	General	Notice - URA Board Vacancy #114077



Date: Monday, June 14, 2021
To: Urban Renewal Agency of the City of Twin Falls
From: Travis Rothweiler, City Manager

Executive Director's Report

- 1) New Board Members
- 2) Children's Museum
- 3) Brownfield Assessment Grant Opportunity
- 4) \$767.83 for a new time clock for the lights on the 100 Block of Main Ave. N
- 4) Visioning for the Future - Field Trip June 23rd
- 5) 160 Main & 2nd Ave Parking Structure

Attachments:

None



Date: Monday, June 14, 2021
To: Urban Renewal Agency of the City of Twin Falls
From: Ken Fitzgerald, Project Contractor

ACTION ITEM

Request:

Consideration of a request to spend up to \$38,208.80 to upgrade alleyway utilities to support the development of the property at 129 Main Ave W.

Background:

The owner of 129 Main Ave W. is remodeling their existing facility to include, among other things, three new residential units and space for a new restaurant. As a result of these improvements, the developer is required to update three existing sewer lines at a cost of \$11,928.80, and create a new water tap at a cost of \$2,930.00 which was presented at the April 12, 2021 meeting. Since the electrical estimate was not included, no action was taken at the April 12th meeting it is being presented again with all costs included.

The electrical estimate in the amount of \$23,350 brings the total to \$38,208.80 for the needed improvements.

The developer is asking the Agency to help pay for these infrastructure improvements, which are located in a public right-of-way, to off-set an expense that helps support the investment and redevelopment within RAA #4-1. These improvements would also help support new residential in downtown which has been a goal of the Agency.

The contractor for the project, Ken Fitzgerald, will be presenting plans for the building and the work that has been completed so far which is estimated at approximately \$500,000.

Approval Process:

A majority vote by the Board would authorize the motion that is put forth.

Budget Impact:

Reimbursement to the developer would come from the budget for RAA #4-1.

Regulatory Impact:

n/a

Conclusion:

The request is for qualifying infrastructure improvement expenses that aid and support growth within the City's Downtown and RAA #4-1.

Attachments:

1. Attachment 1 Sewer
2. Attachment 2 Water
3. Attachment 3 Electric

PROPOSAL

Idaho Plumbing Solutions

3694 N 4425 E
Murttaugh, ID 83344
(208)410-7723

IdahoPremierBuilders@gmail.com

TO Wesle, LLC
125 Main Avenue W.
Twin Falls, ID 83301
(208)420-7000



PROPOSAL NO. 1308
DATE February 16, 2021
CUSTOMER ID N/A
EXPIRATION DATE N/A

SALESPERSON	JOB	PAYMENT TERMS	DUE DATE
Tim Stastny	Sewer Repair Under Alleyway	N/A	N/A

QUANTITY	DESCRIPTION	UNIT PRICE	LINE TOTAL
1.00	Proposal for Complete Sewer Repair Under Alleyway From Building to Taps	\$11,928.80	\$11,928.80
	Locate & Uncover three sewer lines as they exit building at alleyway.		
	Sawcut Concrete allowing excavation of at one location at West end of bldg		
	Remove all necessary existing fittings and attach new PVC Fittings at		
	building entrypoint for each sewer line.		
	Install CIPP Liner on each of the three sewer lines exiting the building,		
	into the City Sewer Tap for each location.		
	Total linear feet of lining approximately 50 feet.		
	Includes ALL parts & labor, installation & cleanup of site. Site will be ready		
	for plumbing attachments inside the building.		

Invoice prepared by: Chad Montgomery

This is an Invoice for the services and items named above, subject to the conditions noted below:
(Describe any conditions pertaining to these prices and any additional terms of the agreement.
You may want to include contingencies that will affect the Invoice.)

SUBTOTAL	\$ 11,928.80
SALES TAX	
TOTAL	\$ 11,928.80

THANK YOU FOR YOUR BUSINESS!



Engineering Department

203 Main Ave. East

Twin Falls, Idaho 83301

Phone: (208) 735-7248

2021 WATER CONNECTION FEES

SERVICE LINE INSTALLATION FEES:

These are connections to live water mains and extended for the single dwelling home owner, not for developers of multiple lot subdivisions. Tapping is done by City crew and City provides the materials for service line installation from the mainline tap up to and including the meter. The standard size tapping connections and the fee for the City to construct all or any portion of a standard connection size service line, fifty (50) foot or less in length shall be as follows: (This fee includes permit, tap fees & meter fees.)

Service Size	Service Line, Meter & Installation Fee
1"	\$1,935.00
1 ½"	\$2,930.00
2"	\$3,412.00

Fees for service size larger than 2" shall be determined by the City Engineer.

PERMIT TAP FEES:

These are connections to dry lines. These fees are for all services in any subdivision platted after 7-1-14. The standard size tapping connections and the fee for processing the application shall be as follows:

Service Size	Permit Tap Fee
1"	\$55.35
1 ½"	\$55.35
2"	\$55.35

Fees for service size larger than 2" shall be determined by the City Engineer.

METER FEE:

These are fees for the meter and meter placement by City crew. Meter fees are to be paid at the time of building permit. The standard size meter and meter set fees shall be as follows:

Meter Size	Meter & Installation Fee
1"	\$333.08
1 ½"	\$670.08
2"	\$839.52

Fees for service size larger than 2" shall be determined by the City Engineer.

MAIN LINE CONNECTION FEES:

These are connections to live water mains, tapping is done by City crew and owner provides materials. The standard sizes and the fees for processing the application and tapping the public water main shall be as follows:

Connection Size	Main Line Connection Fee
1"	\$150.00
1 ½"	\$150.00
2"	\$150.00
4"	\$1,233.99
6"	\$1,395.70
8"	\$1,863.47
10"	\$2,635.12
12"	\$4,069.89

EFFECTIVE DATE: December 14, 2020

Magic Valley Electric LLC
 395 Railway St
 Jerome, Idaho 83338
 Cell: 208.420.2830
 Office: 208.944.4931 Fax: 208.944.2109

The Power To Do It Right!



Estimate Proposal

Date	Estimate #	
05/05/2021	52705	

Name / Address
Ken Fitzgerald
Design 125
125 Main St, Twin Falls, ID 83301

PROJECT	Design 125
Building Utility Service & Customer Distribution	

Description
Upgrade Existing Electrical Service

Scope of Work Includes:

Idaho Power service entrance conductors - By IPCO
 Installing 600A meter pack with 10 tenant utility meters - By MVE

\$23,350.00

Scope of Work Excludes:

Total

\$23,350.00

All work will be completed in a professional, and quality of craftsmanship manner. Any changes or deviations from the above specifications will become an extra charge over and above this proposal. The above prices, specifications and conditions are agreeable and are hereby accepted.

Authorized Signature: _____ Date: _____

We appreciate your Business!



Date: Monday, June 14, 2021
To: Urban Renewal Agency of the City of Twin Falls
From: Jesse Schuerman, URA Engineer

ACTION ITEM

Request:

Consideration of a request to award the 3rd Avenue Alleyway Drainage Improvements construction contract to REG Contracting.

Background:

During the URA meeting on July 13, 2020, Staff presented a design proposal to the URA to fund the design of a project to fix drainage issues in the alleyway between 2nd Avenue West, 3rd Avenue West, Idaho, and Hansen St. Several property owners, including the new 2nd Avenue Market owners, had complained about flooding and other drainage issues to Staff. The design was completed and Staff put together a bid package. The bid package was advertised to qualified contractors on May 12th of this year. We received two qualified bids on the 26th of May. Attached is the Bid Tab. REG Contracting was the low bidder at \$149,007.20. The low bid was 25% percent higher than last years Engineering Estimate. Staff believes the primary reason for the higher bid costs is due to shortages and steeper costs in construction materials due to the pandemic.

Staff would like a 20% contingency to manage unforeseen problems and/or change orders within the contract. Therefore we would like budget authority of up to \$178,808.64.

Approval Process:

Majority vote.

Budget Impact:

\$178,808.64

Regulatory Impact:

N/A

Conclusion:

Staff recommends that the URA award the project to REG Contracting using up to \$178,808.64 to pay for the work. Therefore allowing Staff to issue a Notice to Proceed and allowing the URA Chair to sign the Contract.

Attachments:

1. 60-20-060_3rdAveAlley_ConstPlans_20201030
2. 3rd Ave Bid tab
3. URA 3rd Ave Alleyway Contract - REG Contracting

CITY OF TWIN FALLS URA
3RD AVE. ALLEYWAY DRAINAGE IMPROVEMENTS

TWIN FALLS COUNTY, IDAHO
OCTOBER, 2020



OWNER
CITY OF TWIN FALLS
321 2ND AVE. EAST
P.O. BOX 1907
TWIN FALLS, IDAHO 83301
TELEPHONE: 208-735-7287

FUNDED BY URBAN RENEWAL AGENCY

PROJECT CONTACTS	
URA STAFF ENGINEER	JESSE SCHUERMAN (208) 735-7252
CITY PUBLIC WORKS DIRECTOR	JON CATON, P.E. (208) 308-7269
CITY WATER SUPERINTENDENT	ROB BOHLING, (208) 736-2275
WASTEWATER COLLECTION SUPERINTENDENT	DOUG GONZALES (208) 421-1384



J-U-B ENGINEERS, INC.

ENGINEER
J-U-B ENGINEERS, INC.
115 NORTHSTAR AVENUE
TWIN FALLS, IDAHO 83301
TELEPHONE (208) 733-2414

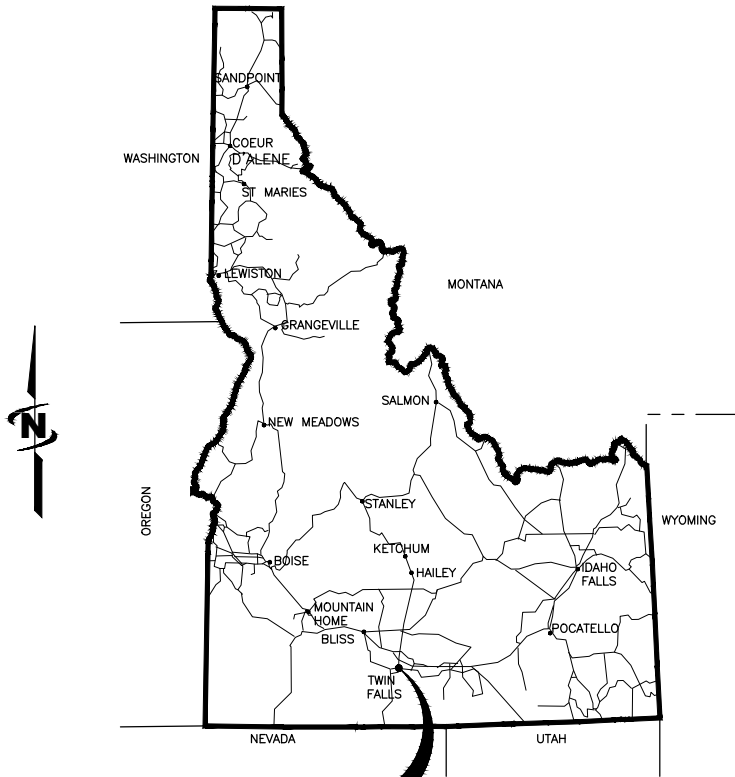


Know what's below.
Call before you dig.

CALL 2 BUSINESS DAYS IN ADVANCE
BEFORE YOU DIG, GRADE, OR EXCAVATE
FOR THE MARKING OF UNDERGROUND
UTILITIES



VICINITY MAP
NTS



PROJECT LOCATION

SHEET INDEX ON SHEET G-002

REUSE OF DOCUMENTS

J-U-B grants to CLIENT a nonexclusive, non-transferable license to use the Drawings, Specifications and/or Contract Documents (Documents) as follows:

CLIENT may make and retain copies of the Documents for reference, but J-U-B shall retain all common law, statutory and other reserved rights, including the copyright thereto, and the same shall not be reused on this Project or any other Project without J-U-B's prior written consent. Distribution of Documents to meet regulatory or permitting requirements, or for similar purposes, in connection with the Project, including but not limited to distribution to contractors or subcontractors for the performance of their work, is not to be construed as publication adversely affecting the reserved rights of J-U-B. The Documents are not intended for use in creating dtm for grading or earthwork, survey staking layout (unless specifically identified as such in the documents), or property boundary layouts.

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

If the Documents are provided in electronic format, the electronic documents are subject to the provisions of J-U-B's "electronic document/data limited license" found at edocs.jub.com.



J-U-B ENGINEERS, INC.

J-U-B ENGINEERS, INC.

115 Northstar Ave.
Twin Falls, ID 83301

Phone: 208.733.2414
www.jub.com

ORIGINAL SIGNED BY:
I.H. McCRACKEN II



ON FILE AT
J-U-B ENGINEERS, INC.
TWIN FALLS, IDAHO

REUSE OF DRAWINGS
J-U-B SHALL RETAIN ALL RIGHTS IN THESE DRAWINGS, AND THE SAME SHALL NOT BE REUSED WITHOUT J-U-B'S PRIOR WRITTEN CONSENT. ANY REUSE WITHOUT WRITTEN CONSENT BY J-U-B WILL BE AT CLIENT'S SOLE RISK AND WITHOUT LIABILITY OR LEGAL EXPOSURE TO J-U-B.

REVISION

NO.

DESCRIPTION

BY

DATE

CITY OF TWIN FALLS URA
3RD AVE ALLEYWAY DRAINAGE IMPROVEMENTS

COVER SHEET
CONSTRUCTION SET

FILE : 60-20-060, G-001

JUB PROJ. # : 60-20-060

DRAWN BY: KCK

DESIGN BY: IHM

CHECKED BY: SLA

ONE INCH

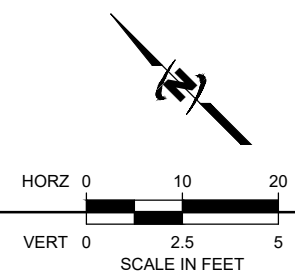
AT FULL SIZE, IF NOT ONE

INCH, SCALE ACCORDINGLY

LAST UPDATED: 10/28/2020

SHEET

1
G-001



A1 PLAN VIEW
SCALE: AS SHOWN



KEY NOTES		
CONST NOTE	DESCRIPTION	UNIT
(R9)	RETAIN AND PROTECT	—
(C1)	EXCAVATION	133 CY
(C2)	TRANSITION CONCRETE VALLEY GUTTER IN 5' TO MATCH SIDEWALK/ALLEY ACCESS	—
(C3)	CONSTRUCT CONCRETE VALLEY GUTTER (4' WIDE) PER TFS-708	126 LF
(C7)	CONSTRUCT CRUSHED AGGREGATE FOR BASE TYPE 1 (REFER TO DETAIL B2, SHEET C-501)	143 CY
(C8)	CONSTRUCT PAVEMENT SURFACE 2.5" THICK (REFERENCE ISPC SEC 810)	223 SY
(C10)	MISCELLANEOUS UTILITY, ADJUST TO GRADE	4 EA

NOTE:

CONTRACTOR SHALL VERIFY LOCATION OF ALL UTILITIES WITHIN THE WORK AREA PRIOR TO CONSTRUCTION ACTIVITIES

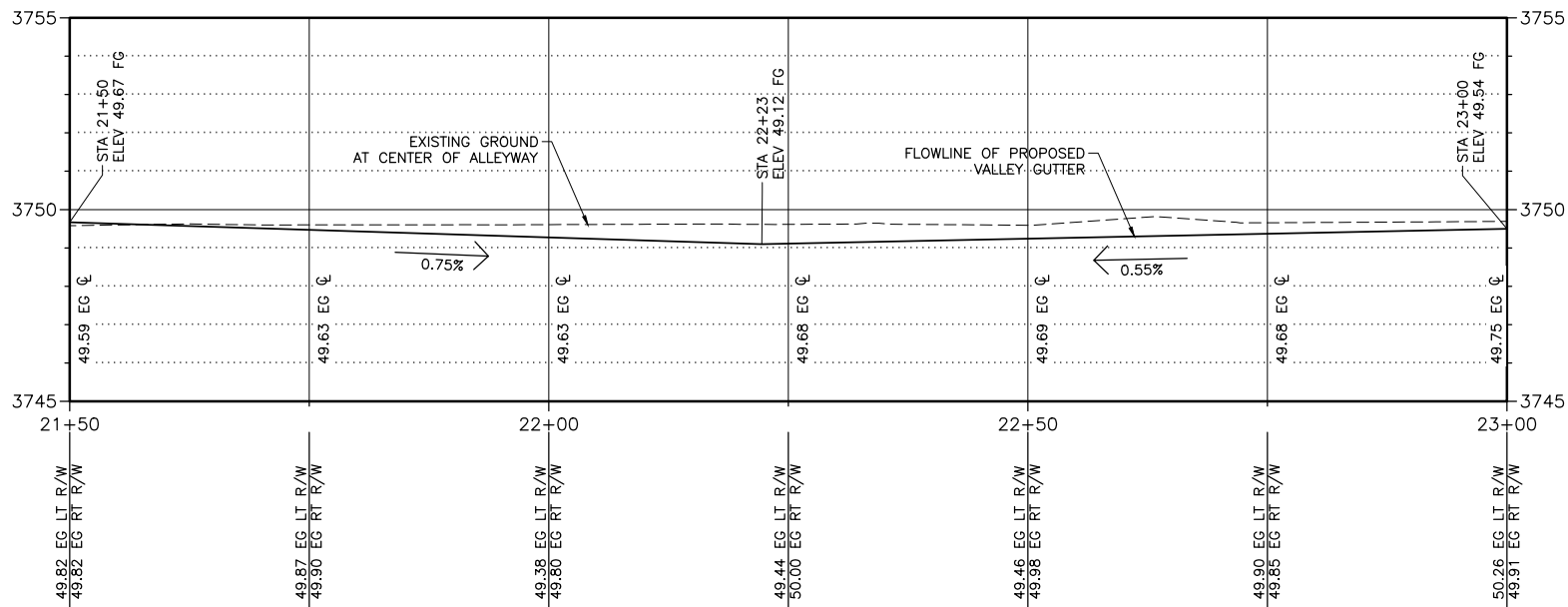
LOCATION OF EXISTING UTILITIES IS SHOWN IN AN APPROXIMATE WAY ONLY, AND IS BASED ON LOCATE MARKS. SOME EXISTING UTILITIES MAY NOT BE SHOWN.

 J-U-B ENGINEERS, INC. J-J-B ENGINEERS, INC. Phone: 208-733.2414 www.jub.com																																																																																																									
ORIGINAL SIGNED BY: I.H. MCCracken II ON FILE AT J-U-B ENGINEERS, INC. TWIN FALLS, IDAHO																																																																																																									
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Plot Date: 10/29/2020 2:26 PM Plotted By: Mark Jenkins
Date Created: 10/28/2020 \\JUB.COM\CENTRAL\CLIENTS\DTWTFALLS\CTY\PROJECTS\60-20-060_URA_3RD_AVE_ALLEY_GRADING\DESIGN\CAD\SHSHEET\60-20-060_C-202.DWG

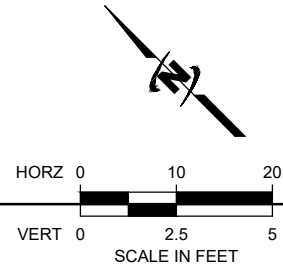
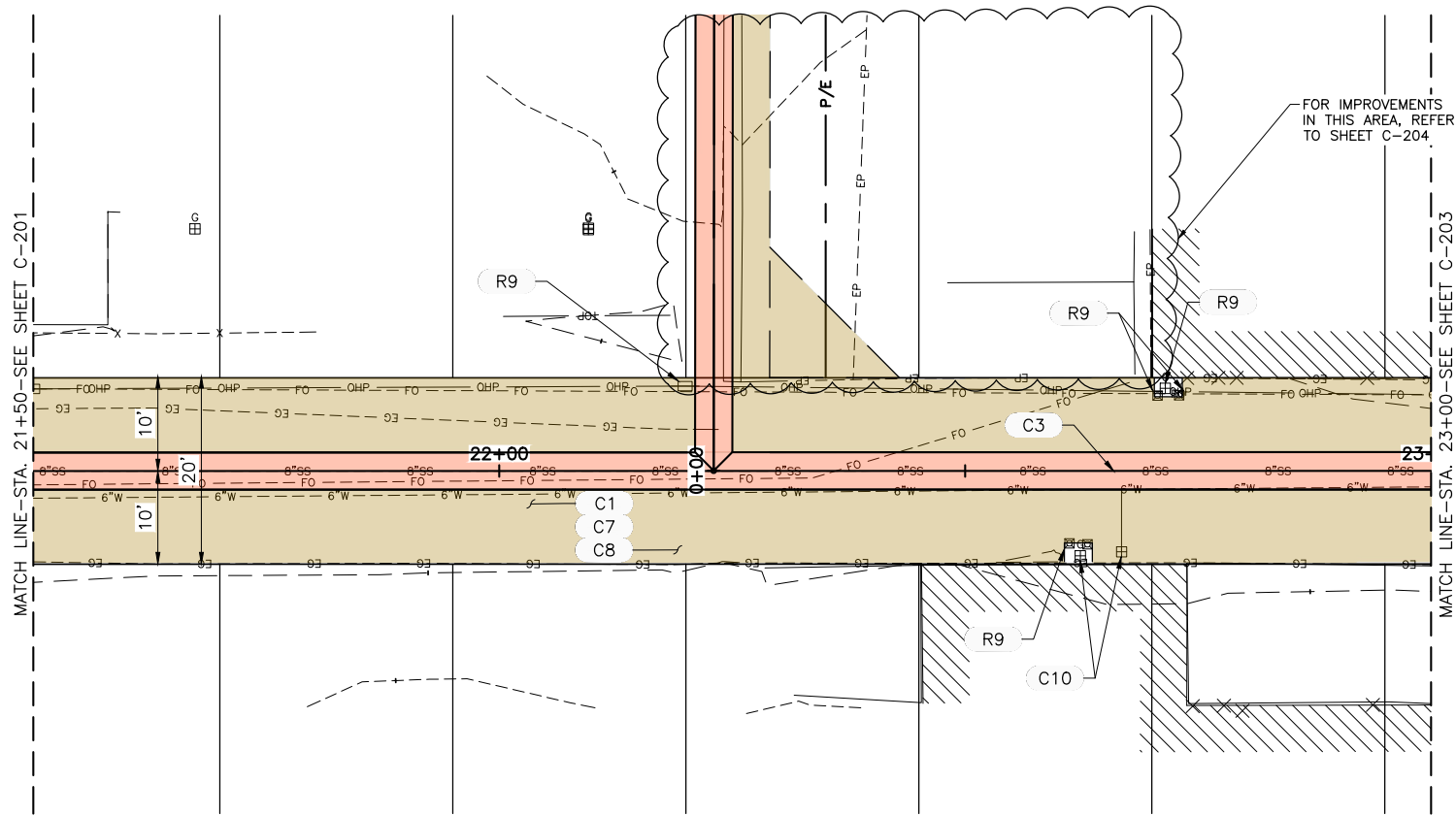
B1 PROFILE VIEW

SCALE: AS SHOWN



A1 PLAN VIEW

SCALE: AS SHOWN



KEY NOTES		
CONST NOTE	DESCRIPTION	UNIT
(R9)	RETAIN AND PROTECT	-
(C1)	EXCAVATION	212 CY
(C3)	CONSTRUCT CONCRETE VALLEY GUTTER (4' WIDE) PER TFSD-708	158 LF
(C7)	CONSTRUCT CRUSHED AGGREGATE FOR BASE TYPE 1 (REFER TO DETAIL B2, SHEET C-501)	167 CY
(C8)	CONSTRUCT PAVEMENT SURFACE 2.5" THICK (REFERENCE ISPCW SEC 810)	267 SY
(C10)	MISCELLANEOUS UTILITY, ADJUST TO GRADE	2 EA

NOTE:

CONTRACTOR SHALL VERIFY LOCATION OF ALL UTILITIES WITHIN THE WORK AREA PRIOR TO CONSTRUCTION ACTIVITIES

LOCATION OF EXISTING UTILITIES IS SHOWN IN AN APPROXIMATE WAY ONLY, AND IS BASED ON LOCATE MARKS. SOME EXISTING UTILITIES MAY NOT BE SHOWN.



J-U-B ENGINEERS, INC.

J-U-B ENGINEERS, INC.

115 Northstar Ave.
Twin Falls, ID 83301

Phone: 208.733.2414

www.jub.com

ORIGINAL SIGNED BY:

I.H. McCracken II



ON FILE AT
J-U-B ENGINEERS, INC.
TWIN FALLS, IDAHO

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REVISION

NO. DESCRIPTION BY DATE

CITY OF TWIN FALLS URA
3RD AVE ALLEYWAY DRAINAGE IMPROVEMENTS

ALLEYWAY PLAN & PROFILE: STA. 21+50 TO STA. 23+00
CONSTRUCTION SET

FILE: 60-20-060_C-202

JUB PROJ. #: 60-20-060

DRAWN BY: KCK

DESIGN BY: IHM

CHECKED BY: SLA

ONE INCH

AT FULL SIZE, IF NOT ONE INCH, SCALE ACCORDINGLY

LAST UPDATED: 10/28/2020

SHEET

4

TITLE

C-202



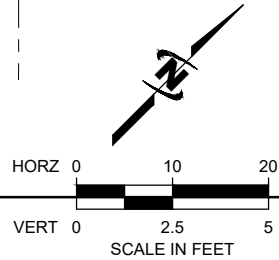
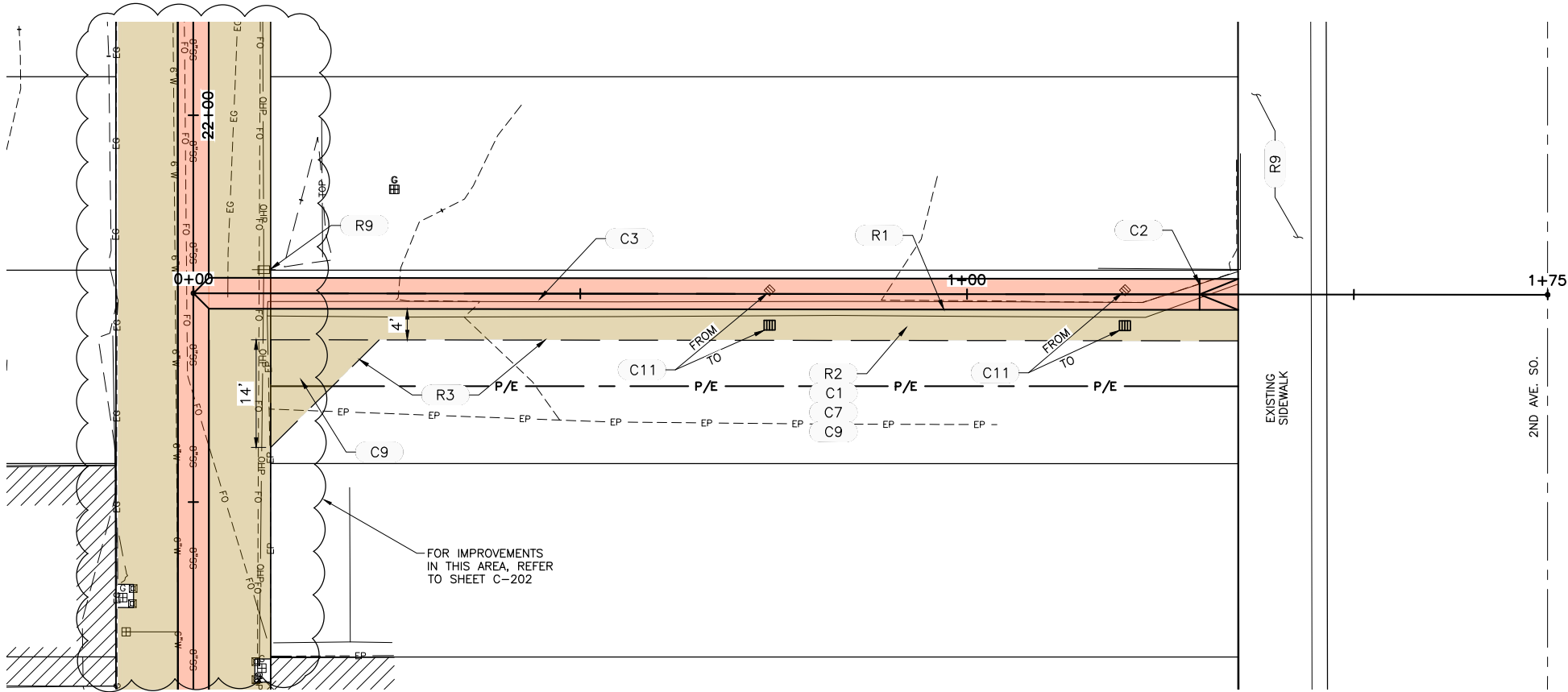
KEY NOTES

<u>CONST NOTE</u>	<u>DESCRIPTION</u>	<u>UNIT</u>
(R1)	REMOVAL OF CONCRETE (CURB AND OR SIDEWALK)	39 SY
(R2)	REMOVAL OF ASPHALT	8 SY
(R3)	SAWCUT ASPHALT/CONCRETE	57 LF
(R9)	RETAIN AND PROTECT	—
(C1)	EXCAVATION	134 SY
(C2)	TRANSITION CONCRETE VALLEY GUTTER IN 5' TO MATCH SIDEWALK/ALLEY ACCESS	—
(C3)	CONSTRUCT CONCRETE VALLEY GUTTER (4' WIDE) PER TFS-708	120 LF
(C4)	CONSTRUCT STANDARD 6" VERTICAL CURB AND GUTTER PER TFS-701	33 LF
(C5)	CONSTRUCT CONCRETE ALLEY WAY APPROACH PER DETAIL B1, SHEET C-501	21 SY
(C6)	CONSTRUCT CONCRETE SIDEWALK, THICKNESS 4" CONCRETE OVER 4" OF TYPE 1 CRUSHED AGGREGATE, MATCH WIDTH OF EXISTING. (REFERENCE TFS-709)	7 SY
(C7)	CONSTRUCT CRUSHED AGGREGATE FOR BASE TYPE 1 (REFER TO DETAIL B2, SHEET C-501)	134 CY
(C8)	CONSTRUCT PAVEMENT SURFACE 2.5" THICK (REFERENCE IS-PWC SEC 810)	213 SY
(C9)	CONSTRUCT PAVEMENT SURFACE PATCH	66 SF
(C10)	MISCELLANEOUS UTILITY, ADJUST TO GRADE	6 EA

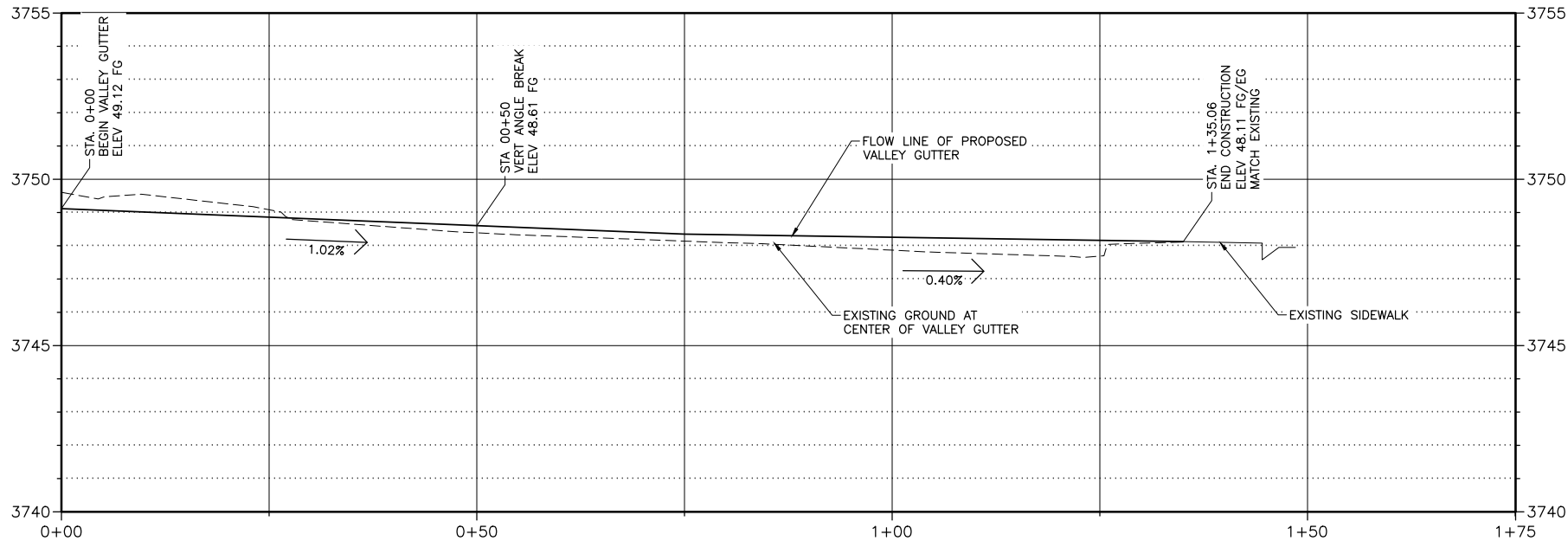
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Date Created: 10/28/2020 \\JUB.COM\CENTRAL\CLIENTS\DTWTFALLS\CITY\PROJECTS\60-20-060_URA_3RD_AVE_ALLEY_GRADING\DESIGN\CAD\SHEET\60-20-060_C-204.DWG

A1 PLAN VIEW
SCALE: AS SHOWN



B1 PROFILE VIEW
SCALE: AS SHOWN



KEY NOTES		
CONST NOTE	DESCRIPTION	UNIT
R1	REMOVAL OF CONCRETE (CURB AND OR SIDEWALK)	28 SY
R2	REMOVAL OF ASPHALT	57 SY
R3	SAWCUT ASPHALT/CONCRETE	131 LF
R9	RETAIN AND PROTECT	-
C1	EXCAVATION	48 CY
C2	TRANSITION VALLEY GUTTER IN 5' TO MATCH SIDEWALK/ALLEY ACCESS	-
C3	CONSTRUCT CONCRETE VALLEY GUTTER (4' WIDE) PER TFSD-708	125 LF
C7	CONSTRUCT CRUSHED AGGREGATE FOR BASE TYPE 1 (REFERENCE ISPC SEC 802)	33 CY
C9	CONSTRUCT PAVEMENT SURFACE PATCH	598 SF
C11	RELOCATE FRENCH DRAIN INLETS	2 EA

NOTE:
CONTRACTOR SHALL VERIFY LOCATION OF ALL UTILITIES WITHIN THE WORK AREA PRIOR TO CONSTRUCTION ACTIVITIES
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ORIGINAL SIGNED BY:
I.H. MCCracken II

PROFESSIONAL ENGINEER

12193

10-30-20

STATE OF IDAHO

I.H. MCCracken II

ON FILE AT
J-U-B ENGINEERS, INC.
TWIN FALLS, IDAHO

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REVISION	NO.	DESCRIPTION	BY	DATE

CITY OF TWIN FALLS URA
3RD AVE ALLEYWAY DRAINAGE IMPROVEMENTS

PARKING AREA PLAN & PROFILE: ALLEY WAY TO 2ND AVE SO.
CONSTRUCTION SET

FILE : 60-20-060_C-204
JUB PROJ. # : 60-20-060
DRAWN BY: KCK
DESIGN BY: IHM
CHECKED BY: SLA

ONE INCH
AT FULL SIZE, IF NOT ONE INCH, SCALE ACCORDINGLY
LAST UPDATED: 10/28/2020

SHEET 6
TITLE C-204

**City of Twin Falls URA: 3rd Avenue Alleyway Drainage Improvements
Bid Tab**

3rd Avenue Alleyway Improvements

5/26/2021

						Engineer Estimate
	ISPWC Reference	Description	Unit	Quant	Unit \$	Total \$
	201.4.1.D.1	Removal of Concrete (Curb/Sidewalk/Valley Gutter)	SY	39	\$25.00	\$975.00
	201.4.1.D.1	Removal of Asphalt	SY	8	\$15.00	\$120.00
	202.4.9.A.1	Sawcut Asphalt/Concrete	LF	57	\$5.00	\$285.00
	202.4.1.A.1	Excavation	SY	479	\$10.00	\$4,790.00
		Transition Concrete Valley Gutter in 5' to match Sidewalk/Alley Access			Not a Pay Item	
	706.4.1.B.1	Construct Concrete Valley Gutter (4' Wide) per TFSD-708	LF	404	\$35.00	\$14,140.00
	706.4.1.A.5	Construct Standard 6" Vertical Curb and Gutter per TFSD-701	LF	33	\$30.00	\$990.00
	706.4.1.E.1	Construct Concrete Alleyway Approach Per Detail A2, Sheet C-501	SY	21	\$90.00	\$1,890.00
	706.4.1.E.1	Construct Concrete Sidewalk: 4" Concrete over 4" of Type I Crushed Aggregate. Match width of existing. (Reference TFSD-709)	SY	7	\$60.00	\$420.00
	802.4.1.A.1	Construct Crushed Aggregate for Base Type 1 (Reference ISPWC Sec 802)	CY	444	\$60.00	\$26,640.00
	810.4.1.A.3	Construct Pavement Surface 2.5" Thick (Reference ISPWC Sec 810)	SY	703	\$30.00	\$21,090.00
	810.4.1.A.3	Construct Pavement Surface Patch	SF	66	\$7.00	\$462.00
	2030.4.1.D.1	Miscellaneous Utility, Adjust to Grade	EA	12	\$1,000.00	\$12,000.00
	2010.4.1.A.1	Mobilization and Contingencies (20% Total)	EA	1	\$16,770.00	\$16,770.00
Opinion of Probable Costs:						\$100,572.00

Staker Parsons DBA Idaho Materials and Construction	
Unit	Total
\$31.00	\$1,209.00
\$31.00	\$248.00
\$3.00	\$171.00
\$41.00	\$19,639.00
\$81.00	\$32,724.00
\$58.00	\$1,914.00
\$170.00	\$3,570.00
\$170.00	\$1,190.00
\$54.00	\$23,976.00
\$20.00	\$14,060.00
\$4.50	\$297.00
\$1,000.00	\$12,000.00
\$15,750.00	\$15,750.00
	\$126,748.00

REG Contracting	
Unit	Total
\$30.00	\$1,170.00
\$30.00	\$240.00
\$5.50	\$313.50
\$38.00	\$18,202.00
\$46.00	\$18,584.00
\$30.00	\$990.00
\$92.00	\$1,932.00
\$65.60	\$459.20
\$60.00	\$26,640.00
\$36.00	\$25,308.00
\$7.00	\$462.00
\$1,000.00	\$12,000.00
\$20,000.00	\$20,000.00
	\$126,300.70

Fisher Building Parking Area Improvements

	ISPWC Reference	Description	Unit	Quant	Unit \$	Total \$
	201.4.1.D.1	Removal of Concrete (Curb/Sidewalk/Valley Gutter)	SY	28	\$25.00	\$700.00
	201.4.1.D.1	Removal of Asphalt	SY	57	\$15.00	\$855.00
	202.4.9.A.1	Sawcut Asphalt/Concrete	LF	131	\$5.00	\$655.00
	202.4.1.A.1	Excavation	SY	48	\$10.00	\$480.00
	706.4.1.B.1	Construct Concrete Valley Gutter (4' Wide) per TFSD-708	LF	125	\$35.00	\$4,375.00
	802.4.1.A.1	Construct Crushed Aggregate for Base Type 1 (Reference ISPWC Sec 802)	CY	33	\$60.00	\$1,980.00
	810.4.1.A.3	Construct Pavement Surface Patch	SF	598	\$7.00	\$4,186.00
	2030.4.1.D.1	Relocate French Drain Inlets	EA	2	\$1,000.00	\$2,000.00
	2010.4.1.A.1	Mobilization and Contingencies (20% Total)	EA	1	\$3,050.00	\$3,050.00
Opinion of Probable Costs:					\$18,281.00	

\$31.00	\$868.00	\$30.00	\$840.00
\$31.00	\$1,767.00	\$30.00	\$1,710.00
\$3.00	\$393.00	\$5.50	\$720.50
\$41.00	\$1,968.00	\$40.00	\$1,920.00
\$81.00	\$10,125.00	\$46.00	\$5,750.00
\$54.00	\$1,782.00	\$60.00	\$1,980.00
\$4.50	\$2,691.00	\$7.00	\$4,186.00
\$6,250.00	\$12,500.00	\$1,000.00	\$2,000.00
\$6,998.00	\$6,998.00	\$3,600.00	\$3,600.00
\$39,092.00		\$22,706.50	

Total \$118,853.00

\$165,840.00

\$149,007.20

Percent of Engineer Estimate

139.53%

125.37%

BID PROPOSAL & CONTRACT

Urban Renewal Agency

P.O. Box 1907
203 Main Avenue East
Twin Falls, ID 83303-1907
Phone: (208) 735-7248

PROJECT:

3rd Avenue Alleyway Drainage Improvements

Submit sealed proposals to the Office of the City Engineer located at 203 Main Ave East or email a digital proposal to jschuerman@tfid.org by:

12:00pm on May 26, 2021.

CONTRACT FOR CONSTRUCTION OF A SMALL PROJECT

This Contract is by and between The Twin Falls Urban Renewal Agency (Owner) and _____ (Contractor).

Owner and Contractor hereby agree as follows:

ARTICLE 1 - THE WORK

1.01 Work

- A. Work includes all labor, materials, equipment, services, and documentation necessary to construct the Project defined herein. The Work may include related services such as testing, start-up, and commissioning, all as required by the Contract Documents.

- B. The Contractor shall complete all Work as specified or indicated in the Contract Documents. The Project is generally described as follows:
 - 1. 3rd Avenue Alleyway Drainage Improvements which includes **valley gutter and paving in the alley way between Hansen Street S, Idaho St. S, 2nd Avenue S, and 3rd Avenue South; also includes a valley gutter and asphalt patch within the Fisher's Parking lot between the 2nd Avenue Market and Fisher's Technology.**

ARTICLE 2 - CONTRACT DOCUMENTS

2.01 Intent of Contract Documents

- A. It is the intent of the Contract Documents to describe a functionally complete project. The Contract Documents do not indicate or describe all of the Work required to complete the Project. Additional details required for the correct installation of selected products are to be provided by the Contractor and coordinated with the Owner and Engineer. This Contract supersedes prior negotiations, representations, and agreements, whether written or oral. The Contract Documents are complementary; what is required by one part of the Contract Documents is as binding as if required by other parts of the Contract Documents.
- B. During the performance of the Work and until final payment, Contractor and Owner shall submit all matters in question concerning the requirements of the Contract Documents, or relating to the acceptability of the Work under the Contract Documents to the Engineer. Engineer will be the initial interpreter of the requirements of the Contract Documents, and judge of the acceptability of the Work thereunder.
- C. Engineer will render a written clarification, interpretation, or decision on the issue submitted, or initiate a modification to the Contract Documents.
- D. Contractor, and its subcontractors and suppliers, shall not have or acquire any title to or ownership rights to any of the Drawings, Specifications, or other documents (including copies or electronic media editions) prepared by Engineer or its consultants.

2.02 Contract Documents Defined

NOTES TO USER: If any of the items listed are not to be included as Contract Documents, remove such item from the list and renumber the remaining items as necessary.

- A. The Contract Documents consist of the following documents:
 - 1. This Contract.
 - 2. Performance bond.
 - 3. Payment bond.
 - 4. 2017 ISPWC
 - 5. Addenda
 - 6. CITY OF TWIN FALLS URA 3RD AVE. ALLEYWAY DRAINAGE IMPROVEMENTS, drawings.
 - 7. Exhibits to this Contract (enumerated as follows):
 - a. **Affidavit of Payment or Securement of All Taxes Form (ISPWC 00951)**
 - b. **Contractor for Public Works to Pay or Secure Taxes Form (ISPWC 00954)**

8. The following which may be delivered or issued on or after the Effective Date of the Contract:
 - a. Work Change Directives (EJCDC C-940).
 - b. Change Orders (EJCDC C-941).

ARTICLE 3 - ENGINEER

3.01 Engineer

- A. The Engineer for this Project is **Jesse Schuerman, URA Staff Engineer.**

ARTICLE 4 - CONTRACT TIMES

4.01 Contract Times

- A. The Work will be substantially completed on or before **July 8, 2021** and completed and ready for final payment on or before **July 15, 2021**
- B. The Work will be substantially completed within **26** days after the Effective Date of the Contract and completed and ready for final payment within **33** days after the Effective Date of the Contract.

4.02 Liquidated Damages

- A. Contractor and Owner recognize that time is of the essence in the performance of the Contract, and that Owner will incur damages if Contractor does not complete the Work according to the requirements of Paragraph 4.01. Because such damages for delay would be difficult and costly to determine, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty) Contractor shall pay Owner **\$500** for each day that expires after the Contract Time for substantial completion.

4.03 Delays in Contractor's Progress

- A. If Owner, Engineer, or anyone for whom Owner is responsible, delays, disrupts, or interferes with the performance or progress of the Work, then Contractor shall be entitled to an equitable adjustment in the Contract Times and Contract Price. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times.
- B. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for delay, disruption, or interference caused by or within the control of Contractor or their subcontractors or suppliers.
- C. If Contractor's performance or progress is delayed, disrupted, or interfered with by unanticipated causes not the fault of and beyond the control of Owner, Contractor, and those for which they are responsible, then Contractor shall be entitled to an equitable adjustment in Contract Times.
- D. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for any delay, disruption, or interference if such delay is concurrent with a delay, disruption, or interference caused by or within the control of Contractor or Contractor's subcontractors or suppliers.

4.04 Progress Schedules

- A. Contractor shall develop a progress schedule and submit to the Engineer for review and comment before starting Work on the Site. The Contractor shall modify the schedule in accordance with the comments provided by the Engineer.
- B. The Contractor shall update and submit the progress schedule to the Engineer each month. The Owner may withhold payment if the Contractor fails to submit the schedule.

ARTICLE 5 - CONTRACT PRICE

5.01 Payment

NOTES TO USER: Use Paragraph A for lump sum contracts with no unit price items. Use Paragraph B for unit price contracts. Include any lump sum work in unit price contracts as a single item number with a unit quantity of 1. Delete the paragraph not used. Verify that prices listed here match those submitted with the proposal.

- A. Owner shall pay Contractor in accordance with the Contract Documents, the lump sum amount of \$[Contract Price] for all Work.
- B. Owner shall pay Contractor in accordance with the Contract Documents within the attached Bid Form for the **3rd Avenue Alleyway Drainage Improvements**. Payment will be made in an amount equal to the total of all extended prices for actual Work completed. The extended price is determined by multiplying the unit price times the actual quantity of that Work item completed. Actual quantities installed will be determined by the Engineer.

ARTICLE 6 - BONDS AND INSURANCE

NOTES TO USER: Requirements for bonds vary significantly between private and public owners, and with Laws and Regulations of the Project jurisdiction. Modify Paragraph 6.01 to comply with applicable Laws and Regulations.

6.01 Bonds

- A. Before starting Work, Contractor shall furnish a performance bond and a payment bond from surety companies that are duly licensed or authorized to issue bonds in the required amounts in the jurisdiction in which the Project is located. Each bond shall be in an amount equal to the Contract Price, as security for the faithful performance and payment of all of Contractor's obligations under the Contract. These bonds shall remain in effect until the completion of the correction period specified in Paragraph 7.12 but, in any case, not less than one year after the date when final payment becomes due.

6.02 Insurance

- A. Before starting Work, Contractor shall furnish evidence of insurance from companies that are duly licensed or authorized in the jurisdiction in which the Project is located with a

minimum AM Best rating of A-VII or better. Contractor shall provide insurance in accordance with the following:

1. Contractor shall provide coverage for not less than the following amounts, or greater where required by Laws and Regulations:

- a. Workers' Compensation:

State:	<u>Statutory</u>
Employer's Liability:	
Bodily Injury, each Accident	\$ <u>1,000,000</u>
Bodily Injury By Disease, each Employee	\$ <u>1,000,000</u>
Bodily Injury/Disease Aggregate	\$ <u>1,000,000</u>

- b. Commercial General Liability:

General Aggregate	\$ <u>2,000,000</u>
Products - Completed Operations Aggregate	\$ <u>1,000,000</u>
Personal and Advertising Injury	\$ <u>1,000,000</u>
Each Occurrence (Bodily Injury and Property Damage)	\$ <u>1,000,000</u>

- c. Automobile Liability herein:

Bodily Injury:	
Each Person	\$ <u>1,000,000</u>
Each Accident	\$ <u>1,000,000</u>
Property Damage:	
Each Accident	\$ <u>1,000,000</u>

OR

Combined Single Limit of:	\$ <u>1,000,000</u>
---------------------------	---------------------

- d. Excess or Umbrella Liability:

Per Occurrence	\$ <u>1,000,000</u>
General Aggregate	\$ <u>2,000,000</u>

- e. Contractor's Pollution Liability:

Each Occurrence	\$ <u>1,000,000</u>
General Aggregate	\$ <u>1,000,000</u>

- B. All insurance policies required to be purchased and maintained will contain a provision or endorsement that the coverage afforded will not be canceled or materially changed or renewal refused until at least 10 days prior written notice has been given to the insured and additional insured.

- C. Automobile liability insurance provided by Contractor shall provide coverage against claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance, or use of any motor vehicle. The automobile liability policy shall be written on an occurrence basis.
- D. Contractor's commercial general liability policy shall be written on a 1996 or later ISO commercial general liability occurrence form and include the following coverages and endorsements:
 - 1. Products and completed operations coverage maintained for three years after final payment;
 - 2. Blanket contractual liability coverage to the extent permitted by law;
 - 3. Broad form property damage coverage; and
 - 4. Severability of interest; underground, explosion, and collapse coverage; personal injury coverage.
- E. The Contractor's commercial general liability and automobile liability, umbrella or excess, and pollution liability policies shall include and list Owner and Engineer and the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each as additional insureds; and the insurance afforded to these additional insureds shall provide primary coverage for all claims covered thereby (including as applicable those arising from both ongoing and completed operations) on a non-contributory basis.
 - 1. Additional insured endorsements will include both ongoing operations and products and completed operations coverage through ISO Endorsements CG 20 10 10 01 and CG 20 37 10 01 (together). If Contractor demonstrates to Owner that the specified ISO endorsements are not commercially available, then Contractor may satisfy this requirement by providing equivalent endorsements.
 - 2. Contractor shall provide ISO Endorsement CG 20 32 07 04, "Additional Insured—Engineers, Architects or Surveyors Not Engaged by the Named Insured" or its equivalent for design professional additional insureds.
- F. Umbrella or excess liability insurance shall be written over the underlying employer's liability, commercial general liability, and automobile liability insurance. Subject to industry-standard exclusions, the coverage afforded shall be procured on a "follow the form" basis as to each of the underlying policies. Contractor may demonstrate to Owner that Contractor has met the combined limits of insurance (underlying policy plus applicable umbrella) specified for employer's liability, commercial general liability, and automobile liability through the primary policies alone, or through combinations of the primary insurance policies and an umbrella or excess liability policy.
- G. The Contractor shall provide property insurance covering physical loss or damage during construction to structures, materials, fixtures, and equipment, including those materials, fixtures, or equipment in storage or transit.
- H. If Contractor has failed to obtain and maintain required insurance, Owner may exclude the Contractor from the Site, impose an appropriate set-off against payment, and exercise Owner's termination rights under Article 15.

ARTICLE 7 - CONTRACTOR'S RESPONSIBILITIES

7.01 Supervision and Superintendence

- A. Contractor shall supervise and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. Contractor shall be solely responsible for the means, methods, techniques, sequences, safety, and procedures of construction.
- B. Contractor shall assign a competent resident superintendent who is to be present at all times during the execution of the Work. This resident superintendent shall not be replaced without written notice to and approval by the Owner and Engineer except under extraordinary circumstances.
- C. Contractor shall at all times maintain good discipline and order at the Site.
- D. Except as otherwise required for the safety or protection of persons or the Work or property at the Site or adjacent thereto, and except as otherwise stated in the Contract Documents, all Work at the Site shall be performed during regular working hours, Monday through Friday.

7.02 Other Work at the Site

- A. In addition to and apart from the Work of the Contractor, other work may occur at or adjacent to the Site. Contractor shall take reasonable and customary measures to avoid damaging, delaying, disrupting, or interfering with the work of Owner, any other contractor, or any utility owner performing other work at or adjacent to the Site.

7.03 Services, Materials, and Equipment

- A. Unless otherwise specified in the Contract Documents, Contractor shall provide and assume full responsibility for all services, materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities, and all other facilities and incidentals necessary for the performance, testing, start up, and completion of the Work, whether or not such items are specifically called for in the Contract Documents.
- B. All materials and equipment incorporated into the Work shall be new, of good quality and shall be stored, applied, installed, connected, erected, protected, used, cleaned, and conditioned in accordance with instructions of the applicable supplier, except as otherwise may be provided in the Contract Documents.

7.04 Subcontractors and Suppliers

- A. Contractor may retain subcontractors and suppliers for the performance of parts of the Work. Such subcontractors and suppliers must be acceptable to Owner.

7.05 Quality Management

- A. Contractor is fully responsible for the managing quality to ensure Work is completed in accordance with the Contract Documents.

7.06 Licenses, Fees and Permits

- A. Contractor shall pay all license fees and royalties and assume all costs incident to performing the Work or the incorporation in the Work of any invention, design, process, product, or device which is the subject of patent rights or copyrights held by others.

- B. Contractor shall obtain and pay for all construction permits and licenses unless otherwise provided in the Contract Documents.

7.07 Laws and Regulations; Taxes

- A. Contractor shall give all notices required by and shall comply with all local, state, and federal Laws and Regulations applicable to the performance of the Work. Except where otherwise expressly required by applicable Laws and Regulations, neither Owner nor Engineer shall be responsible for monitoring Contractor's compliance with any Laws or Regulations.
- B. Contractor shall bear all resulting costs and losses, and shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages if Contractor performs any Work or takes any other action knowing or having reason to know that it is contrary to Laws or Regulations.
- C. Contractor shall pay all applicable sales, consumer, use, and other similar taxes Contractor is required to pay in accordance with Laws and Regulations.
- D. Idaho Code 63-1503. CONTRACTOR FOR PUBLIC WORKS TO PAY OR SECURE TAXES — AGREEMENT. Every contract for the construction of public works by a contracting unit of this state shall contain substantially the following provisions:
 - 1. The contractor, in consideration of securing the business of erecting or constructing public works in this state, recognizing that the business in which he is engaged is of a transitory character, and that in the pursuit thereof, his property used therein may be without the state when taxes, excises, or license fees to which he is liable become payable, agrees:
 - a. To pay promptly when due all taxes, (other than on real property), excises and license fees due to the state, its subdivisions, and municipal and quasi-municipal corporations therein, accrued or accruing during the term of this contract, whether or not the same shall be payable at the end of such term;
 - b. That if the said taxes, excises, and license fees are not payable at the end of said term, but liability for the payment thereof exists, even though the same constitute liens upon his property, to secure the same to the satisfaction of the respective officers charged with the collection thereof; and
 - c. That, in the event of his default in the payment or securing of such taxes, excises, and license fees, to consent that the department, officer, board, or taxing unit entering into this contract may withhold from any payment due him hereunder the estimated amount of such accrued and accruing taxes, excises, and license fees for the benefit of all taxing units to which said contractor is liable.

7.08 Record Documents

- A. Contractor shall maintain one printed record copy of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Orders, written interpretations and clarifications, and approved shop drawings in a safe place at the Site. Contractor shall annotate them to show changes made during construction. Contractor shall deliver these record documents to Engineer upon completion of the Work.

7.09 Safety and Protection

- A. Contractor shall be solely responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work.
- B. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury, or loss to:
 - 1. All persons on the Site or who may be affected by the Work;
 - 2. All the Work and materials and equipment to be incorporated therein, whether in storage on or off the Site; and
 - 3. Other property at the Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, other work in progress, utilities, and underground facilities not designated for removal, relocation, or replacement in the course of construction.
- C. All damage, injury, or loss to any property caused, directly or indirectly, in whole or in part, by Contractor, or anyone for whose acts the Contractor may be liable, shall be remedied by Contractor at its expense (except damage or loss attributable to the fault of Contract Documents or to the acts or omissions of Owner or Engineer and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of Contractor).
- D. Contractor shall be responsible for coordinating any exchange of material safety data sheets or other hazard communication information required to be made available to or exchanged between or among employers at the Site in accordance with Laws or Regulations.
- E. In emergencies affecting the safety or protection of persons or the Work or property at the Site or adjacent thereto, Contractor shall act to prevent threatened damage, injury, or loss. Contractor shall give Engineer prompt written notice if Contractor believes that any significant changes in the Work or variations from the Contract Documents have been caused thereby or are required as a result thereof. If Engineer determines that a change in the Contract Documents is required because of the action taken by Contractor in response to such an emergency, a Work Change Directive or Change Order will be issued.

7.10 Shop Drawings, Samples, and Other Submittals

- A. Contractor shall review and coordinate the shop drawing and samples with the requirements of the Work and the Contract Documents and shall verify all related field measurements, quantities, dimensions, specified performance and design criteria, installation requirements, materials, catalog numbers, and similar information.
- B. Each submittal shall bear a stamp or specific written certification that Contractor has satisfied Contractor's obligations under the Contract Documents with respect to Contractor's review of that submittal, and that Contractor approves the submittal.
- C. With each submittal, Contractor shall give Engineer specific written notice, in a communication separate from the submittal, of any variations that the shop drawing or sample may have from the requirements of the Contract Documents.
- D. Engineer will provide timely review of shop drawings and samples.
- E. Engineer's review and approval will not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions or programs.

- F. Engineer's review and approval of a separate item does not indicate approval of the assembly in which the item functions.
- G. Contractor shall make corrections required by Engineer and shall return the required number of corrected copies of shop drawings and submit, as required, new samples for review and approval. Contractor shall direct specific attention in writing to revisions other than the corrections called for by Engineer on previous submittals.
- H. Shop drawings are not Contract Documents.

7.11 Warranties and Guarantees

- A. Contractor warrants and guarantees to Owner that all Work will be in accordance with the Contract Documents and will not be defective. Engineer and its officers, directors, members, partners, employees, agents, consultants, and subcontractors shall be entitled to rely on Contractor's warranty and guarantee.

7.12 Correction Period

- A. If within one year after the date of substantial completion, any Work is found to be defective, or if the repair of any damages to the Site, adjacent areas that Contractor has arranged to use through construction easements or otherwise, and other adjacent areas used by Contractor as permitted by Laws and Regulations, is found to be defective, then Contractor shall promptly and without cost to Owner, correct such defective Work.

7.13 Indemnification

- A. To the fullest extent permitted by Laws and Regulations, and in addition to any other obligations of Contractor under the Contract or otherwise, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the performance of the Work, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom but only to the extent caused by any negligent act or omission of Contractor, any subcontractor, any supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work or anyone for whose acts they may be liable.

ARTICLE 8 - OWNER'S RESPONSIBILITIES

8.01 Owner's Responsibilities

- A. Except as otherwise provided in the Contract Documents, Owner shall issue all communications to Contractor through the URA Staff Engineer.
- B. Owner shall make payments to Contractor as provided in this Contract.
- C. Owner shall provide Site and easements required to construct the Project.
- D. If Owner intends to contract with others for the performance of other work at or adjacent to the Site, unless stated elsewhere in the Contract Documents, Owner shall have sole authority and responsibility for such coordination.

- E. The Owner shall be responsible for performing inspections and tests required by applicable codes.
- F. The Owner shall not supervise, direct, or have control or authority over, nor be responsible for, Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Owner will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.
- G. While at the Site, Owner's employees and representatives shall comply with the specific applicable requirements of Contractor's safety programs of which Owner has been informed.
- H. Owner shall furnish copies of any applicable Owner safety programs to Contractor.

ARTICLE 9 - ENGINEER'S STATUS DURING CONSTRUCTION

9.01 Engineer's Status

- A. Engineer will be Owner's representative during construction. The duties and responsibilities and the limitations of authority of Engineer as Owner's representative during construction are set forth in this Contract.
- B. Neither Engineer's authority or responsibility under this Article 9 or under any other provision of the Contract, nor any decision made by Engineer in good faith either to exercise or not exercise such authority or responsibility or the undertaking, exercise, or performance of any authority or responsibility by Engineer, shall create, impose, or give rise to any duty in contract, tort, or otherwise owed by Engineer to Contractor, any subcontractor, any supplier, any other individual or entity, or to any surety for or employee or agent of any of them.
- C. Engineer will make visits to the Site at intervals appropriate to the various stages of construction. Engineer will not be required to make exhaustive or continuous inspections on the Site to check the quality or quantity of the Work.
- D. Engineer has the authority to reject Work if Contractor fails to perform Work in accordance with the Contract Documents.
- E. Engineer will render decisions regarding the requirements of the Contract Documents, and judge the acceptability of the Work.
- F. Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Engineer will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.

ARTICLE 10 - CHANGES IN THE WORK

10.01 Authority to Change the Work

- A. Without invalidating the Contract and without notice to any surety, Owner may, at any time or from time to time, order additions, deletions, or revisions in the Work.

10.02 Change Orders

- A. Owner and Contractor shall execute appropriate Change Orders covering:
 - 1. Changes in the Contract Price or Contract Times which are agreed to by the parties, including any undisputed sum or amount of time for Work actually performed in accordance with a Work Change Directive;
 - 2. Changes in the Work which are: (a) ordered by Owner or (b) agreed to by the parties or (c) resulting from the Engineer's decision, subject to the need for Engineer's recommendation if the change in the Work involves the design (as set forth in the Drawings, Specifications, or otherwise), or other engineering or technical matters; and
 - 3. Changes in the Contract Price or Contract Times or other changes which embody the substance of any final binding results under Article 12.
- B. If the provisions of any bond require notice to be given to a surety of any change affecting the general scope of the Work or the provisions of the Contract Documents (including, but not limited to, Contract Price or Contract Times), the giving of any such notice will be Contractor's responsibility. The amount of each applicable bond will be adjusted to reflect the effect of any such change.

ARTICLE 11 - DIFFERING SUBSURFACE OR PHYSICAL CONDITIONS

11.01 Differing Conditions Process

- A. If Contractor believes that any subsurface or physical condition including but not limited to utilities or other underground facilities that are uncovered or revealed at the Site either differs materially from that shown or indicated in the Contract Documents or is of an unusual nature, and differs materially from conditions ordinarily encountered and generally recognized as inherent in Work of the character provided for in the Contract Documents then Contractor shall, promptly after becoming aware thereof and before further disturbing the subsurface or physical conditions or performing any Work in connection therewith (except in an emergency), notify Owner and Engineer in writing about such condition. Contractor shall not further disturb such condition or perform any Work in connection therewith (except with respect to an emergency) until receipt of a written statement permitting Contractor to do so.
- B. After receipt of written notice, Engineer will promptly:
 - 1. Review the subsurface or physical condition in question;
 - 2. Determine necessity for Owner obtaining additional exploration or tests with respect to the condition;
 - 3. Determine whether the condition falls within the differing site condition as stated herein;
 - 4. Obtain any pertinent cost or schedule information from Contractor;
 - 5. Prepare recommendations to Owner regarding the Contractor's resumption of Work in connection with the subsurface or physical condition in question and the need for any change in the Drawings or Specifications; and
 - 6. Advise Owner in writing of Engineer's findings, conclusions, and recommendations.

- C. After receipt of Engineer's written findings, conclusions, and recommendations, Owner shall issue a written statement to Contractor regarding the subsurface or physical condition in question, addressing the resumption of Work in connection with such condition, indicating whether any change in the Drawings or Specifications will be made, and adopting or rejecting Engineer's written findings, conclusions, and recommendations, in whole or in part.

ARTICLE 12 - CLAIMS AND DISPUTE RESOLUTION

12.01 Claims Process

- A. The party submitting a claim shall deliver it directly to the other party to the Contract and the Engineer promptly (but in no event later than 10 days) after the start of the event giving rise thereto.
- B. The party receiving a claim shall review it thoroughly, giving full consideration to its merits. The two parties shall seek to resolve the claim through the exchange of information and direct negotiations. All actions taken on a claim shall be stated in writing and submitted to the other party.
- C. If efforts to resolve a claim are not successful, the party receiving the claim may deny it by giving written notice of denial to the other party. If the receiving party does not take action on the claim within 45 days, the claim is deemed denied.
- D. If the dispute is not resolved to the satisfaction of the parties, Owner or Contractor shall give written notice to the other party of the intent to submit the dispute to a court of competent jurisdiction unless the Owner and Contractor both agree to an alternative dispute resolution process.

ARTICLE 13 - TESTS AND INSPECTIONS; CORRECTION OF DEFECTIVE WORK

13.01 Tests and Inspections

- A. Owner/Engineer will have access to the Site and the Work at reasonable times for their observation, inspection. Contractor shall provide them proper and safe conditions for such access.
- B. Contractor shall hire a 3rd Party tester and coordinate with the tester to perform required inspections and tests the testing shall be incidental to all the work.
- C. If any Work that is to be inspected, tested, or approved is covered by Contractor without written concurrence of Engineer, Contractor shall, if requested by Engineer, uncover such Work for observation. Such uncovering shall be at Contractor's expense.

13.02 Defective Work

- A. Contractor shall ensure that the Work is not defective.
- B. Engineer has the authority to determine whether Work is defective, and to reject defective Work.
- C. Prompt notice of all defective Work of which Owner or Engineer has actual knowledge will be given to Contractor.
- D. The Contractor shall promptly correct all such defective Work.

- E. When correcting defective Work, Contractor shall take no action that would void or otherwise impair Owner's special warranty and guarantee, if any, on said Work.
- F. If the Work is defective or Contractor fails to supply sufficient skilled workers or suitable materials or equipment, or fails to perform the Work in such a way that the completed Work will conform to the Contract Documents, then Owner may order Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated.

ARTICLE 14 - PAYMENTS TO CONTRACTOR

14.01 Progress Payments

- A. The Contractor shall prepare a schedule of values that will serve as the basis for progress payments. The schedule of values will be in a form of application for payment acceptable to Engineer. The unit price breakdown submitted with the bid will be used for unit price work. Break lump sum items into units that will allow for measurement of Work in progress.

14.02 Applications for Payments:

- A. Contractor shall submit an application for payment in a form acceptable to the Engineer, no more frequently than monthly, to Engineer. Applications for payment will be prepared and signed by Contractor. Contractor shall provide supporting documentation required by the Contract Documents. Payment will be paid for Work completed as of the date of the application for payment.
- B. Beginning with the second application for payment, each application shall include an affidavit of Contractor stating that all previous progress payments received on account of the Work have been applied on account to discharge Contractor's legitimate obligations associated with prior applications for payment.

14.03 Retainage

- A. The Owner shall retain **10 %** of each progress payment until the Work is substantially complete.

14.04 Review of Applications

- A. Within 10 days after receipt of each application for payment, the Engineer will either indicate in writing a recommendation for payment and present the application for payment to Owner or return the application for payment to Contractor indicating in writing Engineer's reasons for refusing to recommend payment. The Contractor will make the necessary corrections and resubmit the application for payment.
- B. Engineer will recommend reductions in payment (set-offs) which, in the opinion of the Engineer, are necessary to protect Owner from loss because the Work is defective and requires correction or replacement.
- C. The Owner is entitled to impose set-offs against payment based on any claims that have been made against Owner on account of Contractor's conduct in the performance of the Work, incurred costs, losses, or damages on account of Contractor's conduct in the performance of the Work, or liquidated damages that have accrued as a result of Contractor's failure to complete the Work.

14.05 Contractor's Warranty of Title

- A. Contractor warrants and guarantees that title to all Work, materials, and equipment furnished under the Contract will pass to Owner free and clear of (1) all liens and other title defects, and (2) all patent, licensing, copyright, or royalty obligations, no later than seven days after the time of payment by Owner.

14.06 Substantial Completion

- A. The Contractor shall notify Owner and Engineer in writing that the Work is substantially complete and request the Engineer issue a certificate of substantial completion when Contractor considers the Work ready for its intended use. Contractor shall at the same time submit to Owner and Engineer an initial draft of punch list items to be completed or corrected before final payment.
- B. Engineer will make an inspection of the Work with the Owner and Contractor to determine the status of completion. If Engineer does not consider the Work substantially complete, Engineer will notify Contractor and Owner in writing giving the reasons therefor.
- C. If Engineer considers the Work substantially complete or upon resolution of all reasons for non-issuance of a certificate identified in 14.06.B, Engineer will deliver to Owner a certificate of substantial completion which shall fix the date of substantial completion and include a punch list of items to be completed or corrected before final payment.

14.07 Final Inspection

- A. Upon written notice from Contractor that the entire Work is complete, Engineer will promptly make a final inspection with Owner and Contractor and will notify Contractor in writing of all particulars in which this inspection reveals that the Work, or agreed portion thereof, is incomplete or defective. Contractor shall immediately take such measures as are necessary to complete such Work or remedy such deficiencies.

14.08 Final Payment

- A. Contractor may make application for final payment after Contractor has satisfactorily completed all Work defined in the Contract, including providing all maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance, certificates of inspection, annotated record documents and other documents.
- B. The final application for payment shall be accompanied (except as previously delivered) by:
 - 1. All documentation called for in the Contract Documents;
 - 2. Consent of the surety to final payment;
 - 3. Satisfactory evidence that all title issues have been resolved such that title to all Work, materials, and equipment has passed to Owner free and clear of any liens or other title defects, or will so pass upon final payment;
 - 4. A list of all disputes that Contractor believes are unsettled; and
 - 5. Complete and legally effective releases or waivers (satisfactory to Owner) of all lien rights arising out of the Work, and of liens filed in connection with the Work.
- C. The Work is complete (subject to surviving obligations) when it is ready for final payment as established by the Engineer's written recommendation of final payment.

14.09 Waiver of Claims

- A. The making of final payment will not constitute a waiver by Owner of claims or rights against Contractor.
- B. The acceptance of final payment by Contractor will constitute a waiver by Contractor of all claims and rights against Owner other than those pending matters that have been duly submitted.

ARTICLE 15 - SUSPENSION OF WORK AND TERMINATION

15.01 Owner May Suspend Work

- A. At any time and without cause, Owner may suspend the Work or any portion thereof for a period of not more than 60 consecutive days by written notice to Contractor and Engineer. Such notice will fix the date on which Work will be resumed. Contractor shall resume the Work on the date so fixed. Contractor shall be entitled to an adjustment in the Contract Price or an extension of the Contract Times, or both, directly attributable to any such suspension.

15.02 Owner May Terminate for Cause

- A. Contractor's failure to perform the Work in accordance with the Contract Documents or other failure to comply with a material term of the Contract Documents will constitute a default by Contractor and justify termination for cause.
- B. If Contractor defaults in its obligations, then after giving Contractor and any surety ten days written notice that Owner is considering a declaration that Contractor is in default and termination of the Contract, Owner may proceed to:
 - 1. Declare Contractor to be in default, and give Contractor and any surety notice that the Contract is terminated; and
 - 2. Enforce the rights available to Owner under any applicable performance bond.
- C. Owner may not proceed with termination of the Contract under Paragraph 15.02.B if Contractor within seven days of receipt of notice of intent to terminate begins to correct its failure to perform and proceeds diligently to cure such failure.
- D. Subject to the terms and operation of any applicable performance bond, if Owner has terminated the Contract for cause, Owner may exclude Contractor from the Site, take possession of the Work, incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere, and complete the Work as Owner may deem expedient.
- E. In the case of a termination for cause, if the cost to complete the Work, including related claims, costs, losses, and damages, exceeds the unpaid contract balance, Contractor shall pay the difference to Owner.

15.03 Owner May Terminate for Convenience

- A. Upon seven days written notice to Contractor, Owner may, without cause and without prejudice to any other right or remedy of Owner, terminate the Contract. In such case, Contractor shall be paid for, without duplication of any items:
 - 1. Completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such Work;
 - 2. Expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials, or equipment as required by the Contract Documents in connection with uncompleted Work, plus fair and reasonable sums for overhead and profit on such expenses; and
 - 3. Other reasonable expenses directly attributable to termination, including costs incurred to prepare a termination for convenience cost proposal.
- B. Contractor shall not be paid on account of loss of anticipated overhead, profits, or revenue, or other economic loss arising out of or resulting from such termination.

15.04 Contractor May Stop Work or Terminate

- A. If, through no act or fault of Contractor, (1) the Work is suspended for more than 90 consecutive days by Owner or under an order of court or other public authority, or (2) Owner fails for 30 days to pay Contractor any sum finally determined to be due, then Contractor may, upon seven days written notice to Owner, and provided Owner does not remedy such suspension or failure within that time, either stop the Work until payment is received, or terminate the Contract and recover payment from the Owner.

ARTICLE 16 - CONTRACTOR'S REPRESENTATIONS

16.01 Contractor Representations

- A. Contractor makes the following representations when entering into this Contract:
 - 1. Contractor has examined and carefully studied the Contract Documents, and any data and reference items identified in the Contract Documents.
 - 2. Contractor has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
 - 3. Contractor is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
 - 4. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on:
 - a. The cost, progress, and performance of the Work;
 - b. The means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and

- c. Contractor's safety precautions and programs.
- 5. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
- 6. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
- 7. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
- 8. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
- 9. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that, without exception, all prices in the Contract are premised upon performing and furnishing the Work required by the Contract Documents.

ARTICLE 17 - MISCELLANEOUS

17.01 Cumulative Remedies

- A. The duties and obligations imposed by this Contract and the rights and remedies available hereunder to the parties hereto are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by Laws or Regulations, by special warranty or guarantee, or by other provisions of the Contract. The provisions of this paragraph will be as effective as if repeated specifically in the Contract Documents in connection with each particular duty, obligation, right, and remedy to which they apply.

17.02 Limitation of Damages

- A. Neither Owner, Engineer, nor any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, shall be liable to Contractor for any claims, costs, losses, or damages sustained by Contractor on or in connection with any other project or anticipated project.

17.03 No Waiver

- A. A party's non-enforcement of any provision shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Contract.

17.04 Survival of Obligations

- A. All representations, indemnifications, warranties, and guarantees made in, required by, or given in accordance with the Contract, as well as all continuing obligations indicated in the Contract, will survive final payment, completion, and acceptance of the Work or termination or completion of the Contract or termination of the services of Contractor.

17.05 Contractor's Certifications

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract.

17.06 Controlling Law

- A. This Contract is to be governed by the law of the state in which the Project is located.

17.07 Dispute Resolution and Attorneys' Fees

- A. For any matter subject to final resolution under this Article, the prevailing party shall be entitled to an award of its attorneys' fees incurred in the final resolution proceedings, in an equitable amount to be determined in the discretion of the court, arbitrator, arbitration panel, or other arbiter of the matter subject to final resolution, taking into account the parties' initial demand or defense positions in comparison with the final result.

IN WITNESS WHEREOF, Owner and Contractor have signed this Contract.

This Contract will be effective on 6/8/2021 (which is the Effective Date of the Contract).

OWNER:

Urban Renewal Agency

By: _____

Title: Chairman Rudy Ashenbrener

Attest: _____

Title: _____

Address for giving notices:

(If Owner is a corporation, attach evidence of authority to sign. If Owner is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of this Contract.)

CONTRACTOR:

REG Contracting, Richard Gerhardt

By: _____

Title: Owner

(If Contractor is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest: _____

Title: _____

Address for giving notices:

License No.: _____

(where applicable)

NOTE TO USER: Use in those states or other jurisdictions where applicable or required.

**SUGGESTED
BID FORM FOR
CONSTRUCTION CONTRACTS**

Modified from

ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

For The City of Twin Falls URA

3rd Avenue Alleyway Drainage Improvements

2020 ISPWC 00410

Modified from EJCDC® C410 Bid Form for Construction Contract

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**2020 UPDATE TO THE IDAHO STANDARDS FOR PUBLIC
WORKS
CONSTRUCTION (ISPWC)
PROJECT MANUAL GUIDE**

NOTE: The base document is the 2018 EJCDC version. Items added to EJCDC to form the 2020 ISPWC are underlined. Items deleted from the EJCDC to form the 2020 ISPWC are shown in ~~strikeout~~ format.

This document has important legal consequences; consultation with an attorney is encouraged with respect to its use or modification. This document should be adapted to the particular circumstances of the contemplated Project and the controlling Laws and Regulations.

Bid Form for Construction Contract

The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

ARTICLE 1—OWNER AND BIDDER

- 1.1 This Bid is submitted to: **Jesse Schuerman 203 Main Avenue E, PO box 1907, Twin Falls, ID 83301-1907 or to jschuerman@tfid.org.**
- 1.2 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2—ATTACHMENTS TO THIS BID

- 2.1 The following documents are submitted with and made a condition of this Bid:
 - A. Evidence of authority to do business in the state of the Project; or a written covenant to obtain such authority within the time for acceptance of Bids;
 - B. Contractor's license number as evidence of Bidder's State Contractor's License or a covenant by Bidder to obtain said license within the time for acceptance of Bids;
 - C. Required Bidder Qualification Statement with supporting data; and

ARTICLE 3—BASIS OF BID—LUMP SUM BID AND UNIT PRICES

- 3.1 *Unit Price Bids*
 - A. Bidder will perform the following Work and at unit prices here:

Insert completed 3rd Avenue Bid Sheet
here

- B. Bidder acknowledges that:

BID Sheet

Contractor: REG Contracting

3rd Avenue Alleyway Improvements

Const. Note	ISPCW Reference	Description	Unit
R1	201.4.1.D.1	Removal of Concrete (Curb/Sidewalk/Valley Gutter)	SY
R2	201.4.1.D.1	Removal of Asphalt	SY
R3	202.4.9.A.1	Sawcut Asphalt/Concrete	LF
C1	202.4.1.A.1	Excavation	SY
C2		Transition Concrete Valley Gutter in 5' to match Sidewalk/Alley Access	
C3	706.4.1.B.1	Construct Concrete Valley Gutter (4' Wide) per TFSD-708	LF
C4	706.4.1.A.5	Construct Standard 6" Vertical Curb and Gutter per TFSD-701	LF
C5	706.4.1.E.1	Construct Concrete Alleyway Approach Per Detail A2, Sheet C-501	SY
C6	706.4.1.E.1	Construct Concrete Sidewalk: 4" Concrete over 4" of Type I Crushed Aggregate. Match width of existing. (Reference TFSD-709)	SY
C7	802.4.1.A.1	Construct Crushed Aggregate for Base Type 1 (Reference ISPCW Sec 802)	CY
C8	810.4.1.A.3	Construct Pavement Surface 2.5" Thick (Reference ISPCW Sec 810)	SY
C9	810.4.1.A.3	Construct Pavement Surface Patch	SF
C10	2030.4.1.D.1	Miscellaneous Utility, Adjust to Grade	EA
	2010.4.1.A.1	Mobilization and Contingencies (20% Total)	EA

Fisher Building Parking Area Improvements

Const. Note	ISPCW Reference	Description	Unit
R1	201.4.1.D.1	Removal of Concrete (Curb/Sidewalk/Valley Gutter)	SY
R2	201.4.1.D.1	Removal of Asphalt	SY
R3	202.4.9.A.1	Sawcut Asphalt/Concrete	LF
C1	202.4.1.A.1	Excavation	SY
C3	706.4.1.B.1	Construct Concrete Valley Gutter (4' Wide) per TFSD-708	LF
C7	802.4.1.A.1	Construct Crushed Aggregate for Base Type 1 (Reference ISPCW Sec 802)	CY
C9	810.4.1.A.3	Construct Pavement Surface Patch	SF
C11	2030.4.1.D.1	Relocate French Drain Inlets	EA
	2010.4.1.A.1	Mobilization and Contingencies (20% Total)	EA

Total Bid

		For use on Electronic	For use on Paper Bid
Quant	BID Unit \$	BID Total \$	BID Total \$
39	\$ 30.-	\$0.00	\$ 1170.-
8	\$ 30.-	\$0.00	\$ 240.-
57	\$ 5.50	\$0.00	\$ 313.5
479	\$ 38.-	\$0.00	\$ 18,202
		\$0.00	
404	\$ 46.-	\$0.00	\$ 18,584
33	\$ 30.-	\$0.00	\$ 990.-
21	\$ 92.-	\$0.00	\$ 1932.-
7	\$ 65.60	\$0.00	\$ 459.20
444	\$ 60.-	\$0.00	\$ 26,640.-
703	\$ 36.-	\$0.00	\$ 25,308.-
66	\$ 7.-	\$0.00	\$ 462.-
12	\$ 1000	\$0.00	\$ 12,000.-
1	\$ 20,000	\$0.00	\$ 20,000.-

28	\$ 30.-	\$0.00	\$ 840.-
57	\$ 30.-	\$0.00	\$ 1710.-
131	\$ 5.50	\$0.00	\$ 720.50
48	\$ 40.-	\$0.00	\$ 1920.-
125	\$ 46.-	\$0.00	\$ 5750.-
33	\$ 60.-	\$0.00	\$ 1980.-
598	\$ 7.00.-	\$0.00	\$ 4186.-
2	\$ 1000.-	\$0.00	\$ 2000.-
1	\$ 3600.-	\$0.00	\$ 3600.-

\$0.00

\$ 149,007.20

1. each Bid Unit Price includes an amount considered by Bidder to be adequate to cover Contractor's overhead and profit for each separately identified item, and
2. estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all Unit Price Work will be based on actual quantities, determined as provided in the Contract Documents.

ARTICLE 4—TIME OF COMPLETION

- 4.1 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement. *July - 8th 2021 REG*
- 4.2 Bidder agrees that the Work will be substantially complete on or before ~~[Bidder inserts date]~~, and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before ~~[Bidder inserts date]~~. *July - 15 - 2021 REG 26 days*
- 4.3 Bidder agrees that the Work will be substantially complete within ~~[Bidder inserts number]~~ calendar days after the date when the Contract Times commence to run as provided in Paragraph 4.01 of the General Conditions, and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions within ~~[Bidder inserts number]~~ calendar days after the date when the Contract Times commence to run. *33 days. REG*
- 4.4 Bidder accepts the provisions of the Agreement as to liquidated damages.

ARTICLE 5—BIDDER'S ACKNOWLEDGEMENTS: ACCEPTANCE PERIOD, INSTRUCTIONS, AND RECEIPT OF ADDENDA

5.1 Bid Acceptance Period

This Bid will remain subject to acceptance for up to 60 days after the Bid opening.

5.2 Instructions to Bidders

- A. Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security.

ARTICLE 6—BIDDER'S REPRESENTATIONS AND CERTIFICATIONS

6.1 Bidder's Representations

- A. In submitting this Bid, Bidder represents the following:
 1. Bidder has examined and carefully studied the Bidding Documents, including Addenda.
 2. Bidder has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
 3. Bidder is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.
 4. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and the Technical

Data identified in the Supplementary Conditions or by definition, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, if selected as Contractor; and (c) Bidder's (Contractor's) safety precautions and programs.

5. Based on the information and observations referred to in the preceding paragraph, Bidder agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
6. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
7. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
8. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
9. The submission of this Bid constitutes an incontrovertible representation by Bidder that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

6.2 Bidder's Certifications

A. The Bidder certifies the following:

1. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation.
2. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid.
3. Bidder has not solicited or induced any individual or entity to refrain from bidding.
4. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 8.02.A:
 - a. Corrupt practice means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process.
 - b. Fraudulent practice means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition.
 - c. Collusive practice means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels.

- d. Coercive practice means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.
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BIDDER hereby submits this Bid as set forth above:

Bidder:

R. REG Contracting
(typed or printed name of organization)

By:

[Signature]
(individual's signature)

Name:

Richard Gerhardt
(typed or printed)

Title:

Owner
(typed or printed)

Date:

5-26-2021
(typed or printed)

If Bidder is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.

Attest:

[Signature]
(individual's signature)

Name:

[Signature]
(typed or printed)

Title:

[Signature]
(typed or printed)

Date:

[Signature]
(typed or printed)

Address for giving notices:

Bidder's Contact:

Name:

Richard Gerhardt
(typed or printed)

Title:

Owner
(typed or printed)

Phone:

208-212-8505

Email:

regcontracting@gmail.com

Address

:

341 Filer Ave. W

T.F. 83301

Bidder's Contractor License No.: (if applicable)

008555-B-1-4

ADDENDUM NO. 1

Recognized!

TO: All plan holders of the 2021 *3rd Avenue Alleyway Drainage Improvements*
FROM: City of Twin Falls Urban Renewal Agency
DATE: May 25, 2021

The following clarification and revision shall be made to the contract bid documents.

1. On all work on both the Alleyway and Parking Area, the traffic control shall be incidental to the work. The Contractor shall include the cost of all traffic control associated with the work in Bid Items. The Traffic Control shall meet MUTCD standards.
2. There is a general expectation that the alleyway will need to be closed during the work and the Contractor will need to coordinate with the Trash Service companies serving the property owners during the closures.

Please note that this addendum shall be acknowledged by the Contractor, on page 3 of 10 of the Bid Form.

Sincerely,

Jesse D. Schuerman, P.E.
URA Staff Engineer

