



Urban Renewal Agency Agenda

Monday, August 9, 2021, 12:00 PM

Council Chambers
203 Main Avenue East- Twin Falls, Idaho

Members: Rudy Ashenbrener, Andy Hohwieler, Dan Brizee, Jan Rogers, Alexandra Caval, JJ McBride, Dave McAlindin

- 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 July 12, 2021 meeting; 2) July 2021 Financial Report; 3) August 2021 Accounts Payable.
By: Lorrie Bauer, Administrative Assistant
- 4) Reports/Updates
 - a) **INFORMATIONAL:** Executive Director's Report
By: Travis Rothweiler, City Manager and Acting Executive Director
- 5) Items of Consideration
 - a) **PRESENTATION:** Children's Museum Update
By: Bethany Bell, Board President
 - b) **ACTION ITEM:** Public Hearing for the FY2021-22 Budget and Consideration of a request to sign Resolution No. 2021-05 adopting the budget amount of \$10,638,042.
By: Brent Hyatt, Assistant Finance Director
 - c) **ACTION ITEM:** Consideration of a request to approve the bid proposal from REG Contracting, Inc. in the amount of \$33,176.00. for the 2nd Avenue Breezeway Drainage Improvements to mitigate drainage issues in the alleyway.
By: Josh Baird, City Engineer
- 6) General Input/Announcements - Public/Staff
- 7) Upcoming Meeting(s)
 - a) Thursday, August 26, 2021 @ 8:00 AM - Board Retreat (Field Trip)
 - b) Monday, September 13, 2021 @ 12:00 PM
- 8) Adjournment
 - a) **ACTION ITEM:** Request to adjourn to Executive Session 74-206(1)(d) to consider records that are exempt from disclosure as provided in Chapter 1, Title 74, Idaho Code.

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, July 12, 2021, 12:00 PM

Council Chambers
203 Main Avenue East- Twin Falls, Idaho

Members: Rudy Ashenbrener, Andy Hohwieler, Dan Brizee, Jan Rogers, Alexandra Caval, JJ McBride, Dave McAlindin

1) Confirmation of Quorum/Call Meeting to Order

Present: Jan Rogers, Rudy Ashenbrener, Dan Brizee, Dave McAlindin, JJ McBride

Absent: Andy Hohwieler, Alexandra Caval

Staff Present: Travis Rothweiler, City Manager & Acting Executive Director; Brent Hyatt, Assistant Finance Director; Jesse Schuerman, Engineer; Ruth Pierce, City Council Liaison; Meghan Conrad, Special Counsel; Don Hall, County Commissioner; Breanna Howard, Finance Director; Leila Sanchez, Recording Secretary.

Chair Ashenbrener called the meeting to order at 12:02 PM. A quorum was present.

2) Conflict of Interest Declaration

None at this time.

3) Consent Calendar

- a) Request to approve 1) Minutes for June 14, 2021 meeting; 2) June 2021 Financial Report; 4) July 2021 Accounts Payable.

MOTION: Jan Rogers moved to approve the request for the minutes of June 14, June 2021 financial report, and July 2021 accounts payable. Dan Brizee seconded the motion. Roll call vote showed all members present voted. Approved 5 to 0.

4) Reports/Updates

- a) Executive Director's Report

Travis Rothweiler gave the report:

- Victory property: Information will be requested from Kuntz's, of Electric One West, for an Appraiser to be able to complete the required Fair Reuse Appraisal. The Agency will pay for the appraisal.
- Galena Group: They have reached a tentative agreement with the adjacent property owners to the 160 Main project for the larger structure. They will continue to move forward and work with the City. Chair Ashenbrener emphasized the need for Galena to get us the numbers of public stalls ASAP so the Agency can narrow down their commitment to the project.
- Children's Museum: They will present an update at the August meeting.
- Field trip of URA property: Date not yet confirmed, but currently polling August dates.

5) Items of Consideration

- a) Annual Election of Officers (Chair, Vice Chair, and Secretary)

MOTION: Dan Brizee motioned to nominate the existing slate of officers to stay as the slate of officers. Dave McAlindin seconded the motion. Roll call vote showed all members present voted. Approved 5 to 0.

- b) Consideration of a request to adopt the preliminary budget amount of \$10,638,042 and schedule a public hearing to take place during the scheduled August 9th meeting to take public input.

Brent Hyatt delivered the presentation. Discussion ensued.

MOTION: Jan Rogers moved to approve the request to adopt the preliminary amount of \$10,638,042 and to schedule a public hearing to take place during the next scheduled meeting on August 9th.

Dave McAlindin seconded the motion. Roll call vote showed all members present voted. Approved 5 to 0.

- c) Board Orientation - Urban Renewal 101

Meghan Conrad gave the presentation. Discussion followed.

6) General Input/Announcements - Public/Staff

None.

7) Upcoming Meeting(s)

- a) Monday, August 9, 2021 @ 12:00 PM

8) Adjournment

The meeting adjourned at 1:32 PM.

Leila Sanchez, Recording Secretary

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

	Jul 21
Ordinary Income/Expense	
Income	
Investment Income	337.63
Property Taxes	1,611,546.39
Rental Income	2,333.33
Total Income	1,614,217.35
Gross Profit	1,614,217.35
Expense	
RAA 4-1	
City Property Expense	
Commons (129 Hansen) & Main	387.59
Bowyer Park (122 4th Ave S)	9.85
Total City Property Expense	397.44
Total RAA 4-1	397.44
Bond Trustee Fees	2,000.00
Debt Payments - Interest	42,225.95
Debt Payments - Principal	1,190,000.00
Legal Expense	2,707.50
Meeting Expense	89.90
Office Expense	37.60
Total Expense	1,237,458.39
Net Ordinary Income	376,758.96
Net Income	376,758.96

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

October 2020 through July 2021

	Oct '20 - Jul 21	Budget	\$ Over Budget	% of Budget
Ordinary Income/Expense				
Income				
Contributions	119,421.37			
Investment Income	5,702.82	105,200.00	-99,497.18	5.4%
Other Income	0.00	150,000.00	-150,000.00	0.0%
Property Taxes	7,217,029.68	7,718,000.00	-500,970.32	93.5%
Rental Income	21,333.30	15,996.00	5,337.30	133.4%
Total Income	7,363,487.17	7,989,196.00	-625,708.83	92.2%
Gross Profit	7,363,487.17	7,989,196.00	-625,708.83	92.2%
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	13,720.00			
Bowyer Park (122 4th Ave S)	100.00			
Total City Property Expense	13,820.00			
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	465,930.12	699,367.00	-233,436.88	66.6%
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	5,000.00	5,000.00	0.00	100.0%
Community Relations & Website	0.00	500.00	-500.00	0.0%
Debt Payments - Interest	408,539.40	743,833.00	-335,293.60	54.9%
Debt Payments - Principal	1,560,000.00	2,925,000.00	-1,365,000.00	53.3%
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	56,019.54	30,000.00	26,019.54	186.7%
Management Fee	208,000.00	208,000.00	0.00	100.0%
Meeting Expense	890.53	1,500.00	-609.47	59.4%
Miscellaneous	0.00	500.00	-500.00	0.0%
Office Expense	458.01	500.00	-41.99	91.6%
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	5,807,608.53	10,389,196.00	-4,581,587.47	55.9%
Net Ordinary Income	1,555,878.64	-2,400,000.00	3,955,878.64	-64.8%
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	1,555,878.64	-2,400,000.00	3,955,878.64	-64.8%

Urban Renewal Agency of the City of Twin Falls - August 2021 Accounts Payable

<u>Check #</u>	<u>Date</u>	<u>Paid Amount</u>	<u>Name</u>	<u>Account</u>	<u>Class</u>	<u>Memo</u>
4542	7/13/2021	42,225.95	Washington Federal	Debt Payments - Interest	General	#4603726 for \$6,541.50 & #4647541 for \$35,684.45
4542	7/13/2021	1,190,000.00	Washington Federal	Debt Payments - Principal	General	#4603726 for \$218,000.00 & #4647541 for \$972,000.00
4543	7/19/2021	2,000.00	Zions First National Bank	Bond Trustee Fees	RAA 4-4(Clif)	Annual Trustee Fee - 2016A Bond #8568617
4544	7/27/2021	4,579.37	Zions First National Bank	Zions #8616 - Excess Funds	RAA 4-3(Chobani)	Transfer Property Taxes
4544	7/27/2021	566,728.14	Zions First National Bank	Zions #8617 - Excess Funds	RAA 4-4(Clif)	Transfer Property Taxes
4545	8/5/2021	8.99	City of Twin Falls	Meeting Expense	General	Add'l Lunch for 20210712 Meeting - CR 101.18.10.447.00
4546	8/5/2021	10.46	Idaho Power	Bowyer Park (122 4th Ave S)	RAA 4-1(Original)	Power for #2220512228 for 20210709
4546	8/5/2021	495.71	Idaho Power	Commons (129 Hansen) & Main	RAA 4-1(Original)	Power for #2224040226 for 20210709
4547	8/5/2021	9.79	Intermountain Gas Company	Commons (129 Hansen) & Main	RAA 4-1(Original)	Gas for #73747812375 for 20210719
4548	8/5/2021	112.87	Jimmy John's	Meeting Expense	General	Lunch for 20210712 Meeting / #1503
4549	8/5/2021	14.40	Mason's Trophies & Gifts	Office Expense	General	Nameplates for new Board Members / #95283
4550	8/5/2021	97.95	PMT	Commons (129 Hansen) & Main	RAA 4-1(Original)	Broadband Services for 85403-2 for August



Date: Monday, August 9, 2021

To: Urban Renewal Agency of the City of Twin Falls

From: Travis Rothweiler, City Manager , City Manager
and Acting Executive Director

Executive Director's Report

- 1) 160 Main & 2nd Ave. Parking Structure Update
- 2) Board Retreat - Field Trip is scheduled for August 26th @ 8:00 a.m. Meet in Council Chambers to call the meeting to order then adjourn to the field trip.

Attachments:

None



Urban Renewal Agency
Attn: Travis Rothweiler, Interim Executive Dir.
203 Main Ave. E
P.O. Box 1907
Twin Falls, ID 83303

August 2, 2021

Urban Renewal Agency Board:

On behalf of the Children's Museum of the Magic Valley Board of Directors, I am pleased to submit this Design Development Plan for the redevelopment of 3rd Ave. S/Idaho St. S.

The mission of the Children's Museum of the Magic Valley is "to engage children of all ages and abilities in learning through imaginative play and discovery." The vision is "to be a gathering place that builds wonder and curiosity." To this end, we are working with CSHQA and FRAME Integrative Design Strategies to design and construct a building that will enhance the surrounding structures and reflect the local aesthetics.

We have been working with both of these teams over the last several months and are pleased to enclose our concept design documents.

Sincerely,

Bethany Bell
Board President

PROJECT DETAILS

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SITE PLAN

Building

- Building entrance will be facing Idaho Street.
- Built area will be 14,000 SF, with approximately 8,500 SF on the main floor and 5,500 SF on the second floor.
- Approximately 3,000 SF of support and administration will be located on the first level, as a single-story portion of the building with the potential for future construction of a second floor expansion in that space.
- Both roof areas will be built to allow for future use as occupied space, with appropriate exit and access stairs. The lower roof will also be built to allow for future expansion of the second floor in that area. Roof and roof deck space will not be built out in phase 1, unless cost or campaign numbers change to allow that.
- Second floor outdoor space should prioritize balconies, and limit the amount of “terrace” that cuts the profile of the building. A balcony will provide shade below, and possibly shade a gathering space accessed by rolling garage doors.
- Rolling garage doors could offer increased air circulation on comfortable days, and allow easy flow from inside to outside. (Confirm sustainable HVAC approach to allow for operable windows and natural ventilation when appropriate.)



ELEVATION STUDY RENDERINGS

Concept design was an inside out process. As such, our architecture design team CSHQA has provided these renderings for fundraising purposes. The full concept design report is being compiled and will be sent to the URA once it has been received. Below: front entrance view.





Below: view of the 3rd Avenue side.



REDEVELOPMENT TIMELINE

An estimated timeline for the project follows:

March 2021 - March 2022: Architectural & Exhibit Design, Engineering, Financing

March 2022- September 2022: Permitting, Pre-Construction

September 2022-March 2023 – Exhibit Design & Fabrication

March 2023 - January 2024: Construction

January 2024 - April 2024: Exhibit Installation



CMMV Project Schedule

Preliminary Project Schedule

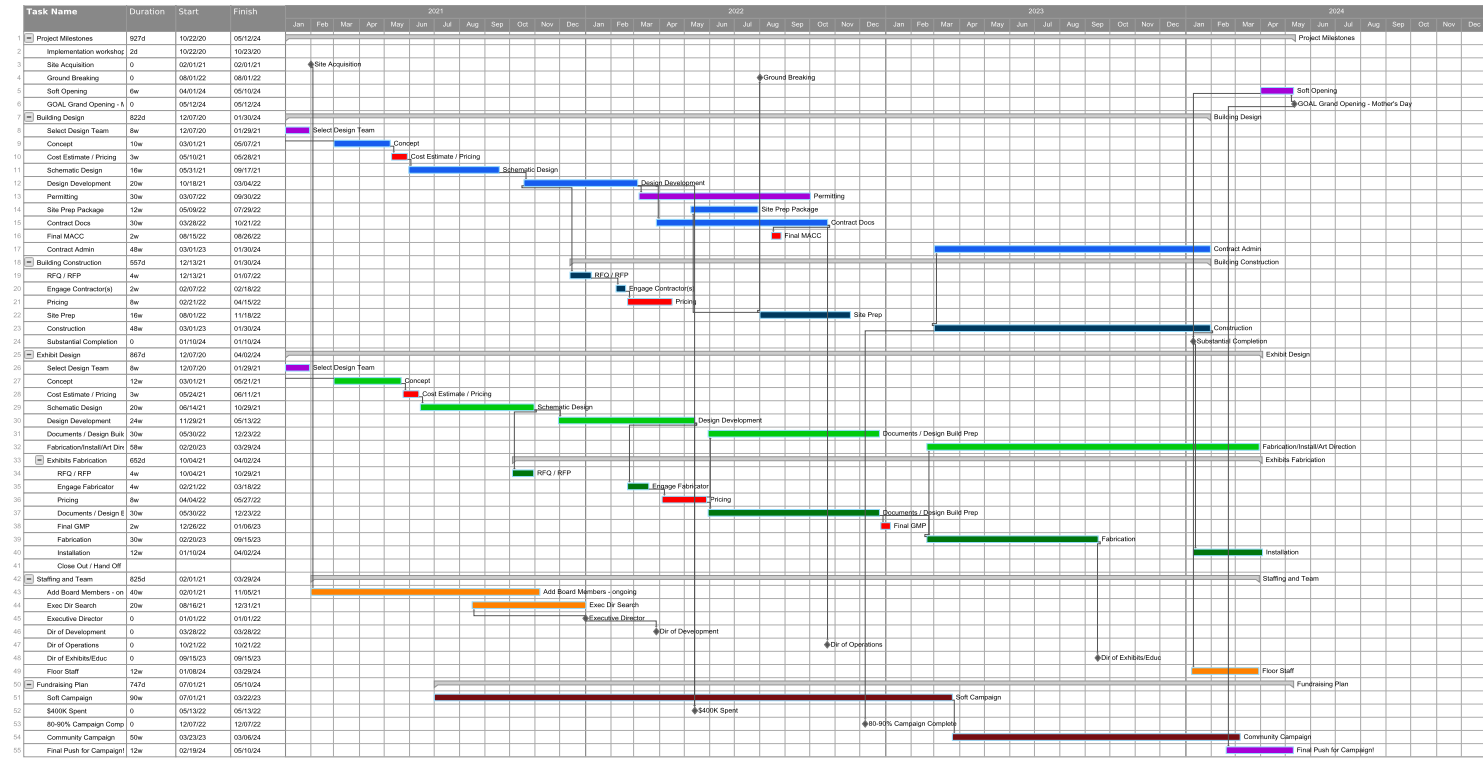


EXHIBIT CONCEPT DESIGN

Exhibit galleries will comprise the main component of the building, with 8,000 square feet indoors and 2,000 square feet outdoors. Exhibits will foster a learning environment that is interactive, educational and engaging for all visitors, while focusing on children up to 11 years of age. The best children's museums in the country reflect the values, history, and geography of the areas they serve. Experiences will be specifically developed for the whole child to discover the magic in the Magic Valley including:

- Dream Ship Climbing Structure
- Art Studio/Maker Space
- Snake River Ecosystem
- Kid City
- Farming: Then and Now
- Farm to Table Market
- Teaching Kitchen
- STEM (science, technology, engineering, math)
- Low Sensory Room
- Connect with Nature Garden (outdoor)



Our exhibits are being designed by the professional exhibit design team led by Alissa Rupp of FRAME Integrative Design Strategies.

UPDATED PROJECT BUDGET

FRAME | Integrative Design Strategies Meeting Notes

CMMV Costs Update
NOTES – 2021-07-01

Exhibit Fabrication and Installation Costs:			
Dream Ship	1,400	sf	\$550
Water	1,400	sf	\$400
New Interior Exhibits	2,200	sf	\$300
Refurbished or "Conventional" Interior Exhibits	2,000	sf	\$125
(subtotal interior exhibits)	7,000		\$320
Art Studios and Activity Rooms, kitchen	600	sf	\$50
Class and Party Rooms	400	sf	\$20
Library or Reading Room	0	sf	\$50
(subtotal other visitor spaces)	1,000	sf	\$100
Outdoor Exhibits – Allowance	2,000	sf	\$264
Subtotal Exhibit Costs			\$2,868,000
Bonding for Fabricator		0%	\$ -
Escalation-midpoint of construction		6.00%	\$ 172,080
EXHIBIT GMP			\$ 3,040,080
Sales Tax		0.00%	\$ -
Total Exhibits Contract			\$ 3,040,080
Exhibit Construction Contingency		10%	\$304,008
Total Exhibit Construction (assuming all Contingency used)			3,344,088

Site Development Costs:			
Site Preparation	20,000	sf	\$3
Site Improvements - Planting, hardscape, surfacing	10,000	sf	\$20
Site Improvements – Furnishings amenities fencing	5,000	LS	\$20
Site Civil/Mechanical Utilities	20,000	sf	\$ 3
Site Electrical	5,000	sf	\$ 5
Subtotal Un-escalated Site Development Costs			\$ 445,000
Facility Costs:			
New Construction - Main Floor	8,500	sf	\$325
New Construction - Second Floor	5,500	sf	\$300
New Construction - Roof Deck - Occupied	5,500	sf	\$50
Subtotal Un-escalated Facility Costs			\$4,687,500
19,500			
Subtotal Construction			\$5,132,500
General Conditions and Insurance		12.00%	\$ 615,900
Escalation for future construction		6.00%	\$ 307,950
MACC			\$6,056,350
Sales Tax		6.00%	\$ 363,381
Total Construction Contract			\$6,419,731
Construction Contingency		10%	\$ 641,973
Total Facility & Site Construction Cost (assuming all Contingency is used)			\$7,061,704
	\$320	psf before tax	

EXHIBIT DESIGN: CONCEPT REPORT

11 JUNE 2021



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Section 1: Project Introduction



Introduction

This report presents the Concept Design for the Children’s Museum of the Magic Valley (CMMV), developed with the client team in Twin Falls April 8-10, 2021, and based on discussion and direction received in follow-up meetings.

Project Description

The Children’s Museum of the Magic Valley is poised to serve the city and the region—engaging kids and families in all things STEAM, providing excitement and educational exhibits, and supporting families, educators, preschools, and childcare programs with great early learning resources.

The CMMV Board of Directors has engaged a nationally recognized exhibit design team, led by FRAME | Integrative Design Strategies, and an award winning architecture firm, CSHQA, to develop Concept Design documents for the museum. This package will serve as the basis for the emerging capital campaign as well as subsequent design phases, as the project becomes a reality for the children and families of the Magic Valley.

Concept Design Process

Beginning with inspirational images and the core ideas that the founders have developed, the Concept Design for the Children’s Museum of the Magic Valley illustrates the way CMMV will draw on successful and beautiful children’s environments across the country. It will also be firmly grounded in its place—reflecting the nature, culture, heritage, economy, history and aesthetics of the Magic Valley, Twin Falls, and the Warehouse District that the museum will call home. Children and families of southern Idaho will benefit from decades of experimentation and refinement in museums, gardens and visitor centers that serve kids from birth to age 11; they will also see themselves, their families, their towns, and the surrounding landscape in CMMV, as they play, learn and socialize in a beautiful children’s museum, purpose—built just for them.

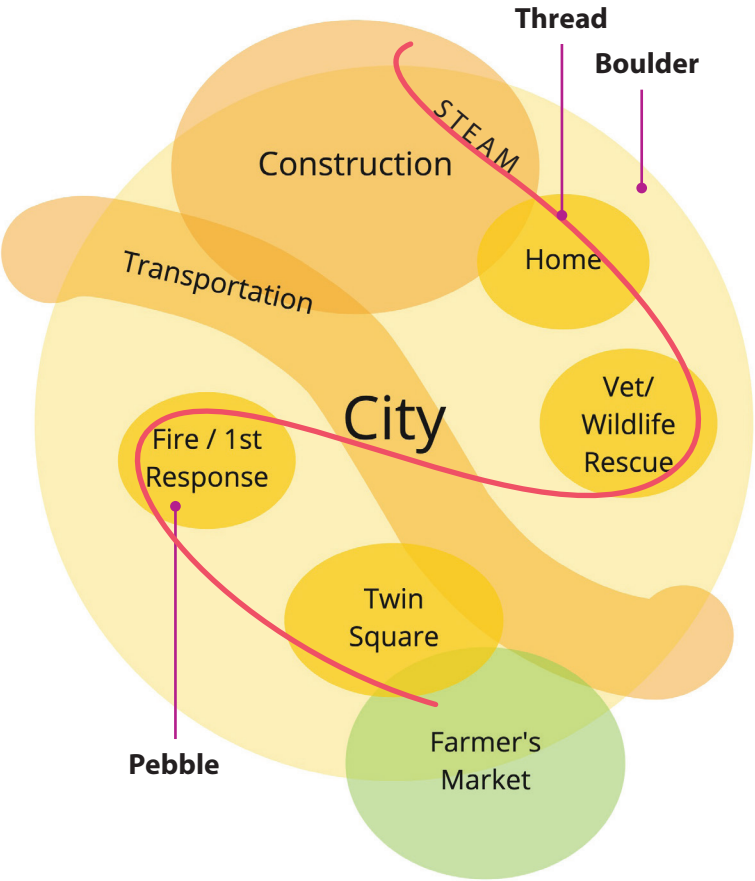
The design threads of *community, place, STEAM* and *sustainability* will tie the experiences together, and the importance of water in the region will be highlighted, as it flows through the museum—literally and figuratively.

The Concept Design phase began with an intensive 2-day workshop, where the board, the exhibit design team, and the lead architect gathered many of the ideas and images collected to date, and began the process of sorting, combining and selecting those that most resonate with the board’s goals. The group discussed the museum’s mission, vision and values, and listed out their “must haves” and “nice to have” exhibits and programs spaces. A cohesive look and feel of the exhibits, graphics, entry, classrooms and other museum features began to emerge, as participants brought images, ideas, and even childhood memories to the table.

A primary goal of the Concept Design phase was to create an overarching message for the exhibit galleries, which will guide the sizes, priorities and adjacencies of the galleries and their component exhibits. To facilitate the discussion, we outlined a system of Boulders, Pebbles and Threads:

- Boulders:** Exhibit galleries, themes and “big ideas” that suggest how exhibits might be grouped and organized. A Boulder might be a gallery, a key feature of the museum, or a specific set of experiences that may benefit from cohesive design elements.
- Pebbles:** Specific exhibit experiences that are sorted to fit together in and around the Boulders. Pebble could be specific interactive exhibits, or small rooms that go together to support a larger concept.
- Threads:** Ideas, themes and concepts that tie the experiences together, and that might be expressed across multiple areas of the museum.

These elements allow the team to imagine the flow and arrangement of exhibits and experiences, without being tied to a specific space, layout or shape for each element.



Example of boulders, pebbles and threads for the City

Main Message:
Our Magic Valley is an amazing place to play, gather and dream.
River, canyon, community and STEAM create opportunities for discovery.

Subsequent design phases will focus on the further refinement of these ideas, so that they become progressively more real, more concrete, and more specific to CMMV and to its developing site and building design.

Next Steps

The development of a children's museum is a process of design, community engagement, and fundraising. These aspects of the work each depend on each other, and the CMMV Board of Directors has engaged fully in all three. This Concept Design phase is possible due to the support generated to date; this document is meant to provide the inspiration for the next steps in the funding of the project. The images and ideas here are the foundation of the museum design; the board and the entire project team look forward to developing them further into a rich and exciting set of learning and play experiences.

Over the course of Summer 2021, as additional funding is secured, the board will establish the final budget, and determine the target sizes for the building footprint, the indoor square footage for exhibits and support zones, and the area that will be developed for outdoor exhibits, programs and site amenities. The exhibit design team will begin Schematic Design, developing the exhibit concepts into experiences and environments that are unique to CMMV. The architecture team will also move into Schematic Design, establishing the structure, shapes, sizes, adjacencies, and initial material and finish ideas for the spaces required in the building and on the site.

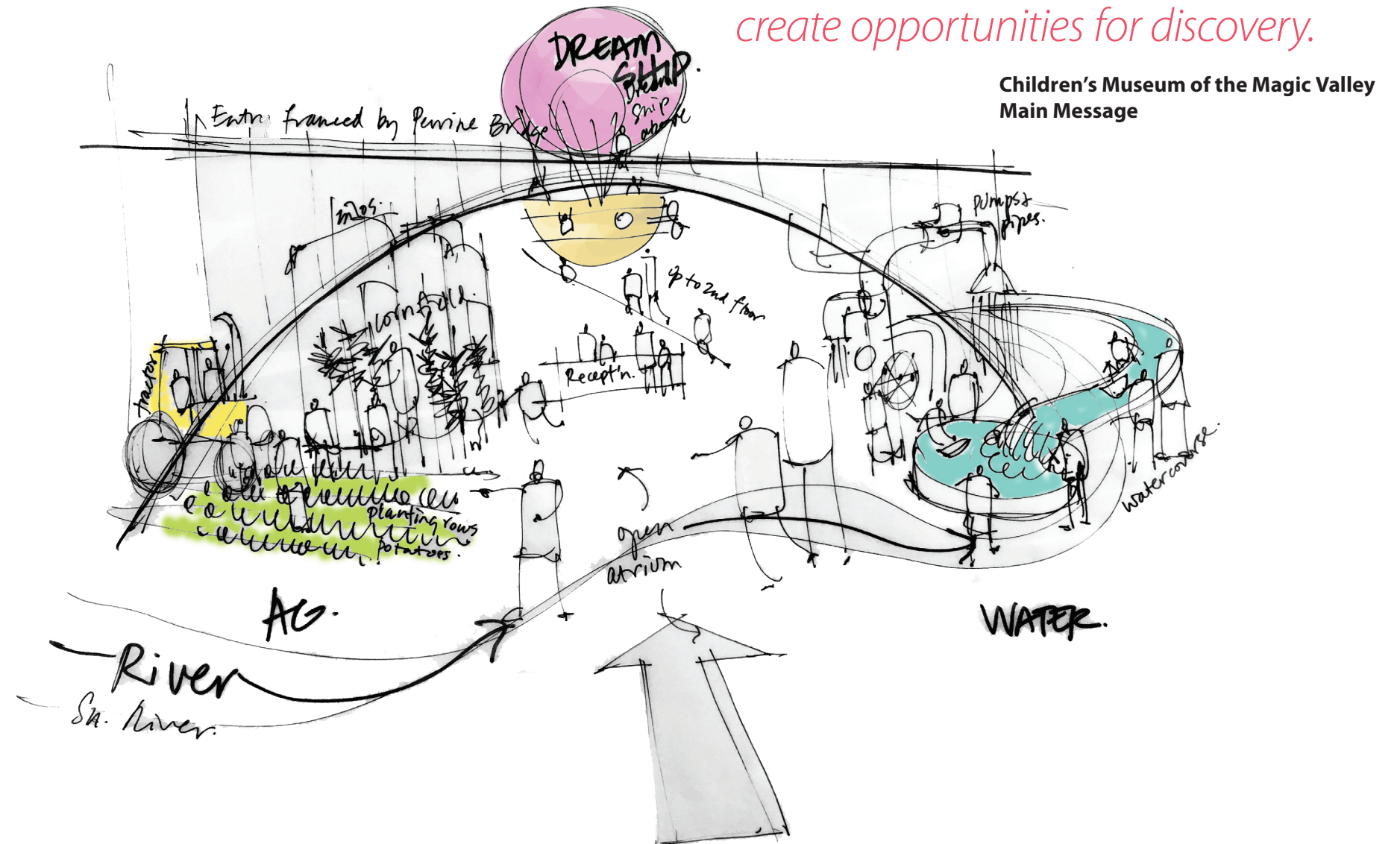
Once Schematic Design is complete, and the capital campaign is at full speed, the design teams will move into Design Development, eventually creating the Construction and Fabrication Documents that will allow the museum to be built, and the exhibits to be created and installed. There are a range of options for how exhibits and construction services are procured - that process will also be refined as the design phases proceed.

FRAME | Integrative Design Strategies is a collaborative studio, based in Seattle, and focused on the design of rich visitor experiences. The Concept Design team includes principal Alissa Rupp, as well as designers and developers Doug Munday, Allison CraigSundine and Rachel Moritz. We will welcome additional team members as the design phases proceed.

We are pleased to be collaborating closely with John Maulin and Danielle Weaver, of CSHQA Architects in Boise and their team of engineers and

consultants. The project schedule and the estimates of cost and construction durations will be developed in a cooperative manner, so that the building and exhibits are cohesive and complimentary, and so that all of the required points of coordination are met in an efficient and timely manner.

Our Magic Valley is an amazing place to play, gather and dream. River, canyon, community and STEAM create opportunities for discovery.



Children's Museum of the Magic Valley
Main Message



Section 02: Guiding Design Principles



Guiding Design Principles

Mission

Our mission is to engage children of all ages and abilities in learning through imaginative play and discovery.

Vision

Our vision is to be a gathering place that builds wonder and curiosity in children and families.

Audience

Our focus is on kids from birth to 11 years old, and on the grown-ups who care about them.

Values

- Keeping children at the center** of our thoughts and actions.
- Being collaborative** across the community to make the museum better.
- Accessibility**, so everyone is welcome and able to visit.
- Seeing children rise**, so everyone feels a sense of accomplishment and remembers this as a place that support them.
- Creation of a safe gathering place**, where “safe” has many meanings.
- STEAM-infused projects**, including exhibits, programs, and building features.
- Doing things right**, and not settling for “what works.”
- Fiscal responsibility**, with an eye toward stewardship of community dollars.

Main Message

Our Magic Valley is an amazing place to play, gather and dream.
River, canyon, community and STEAM create opportunities for discovery.

Exhibit Priorities

Interior Architectural Program

Visitor Services:

- Water Table
- Lobby/Queuing
- Ticketing/POS
- Stroller Parking/Lockers
- Retail/Retail Storage
- Group Orientation
- Snack Zone
- Visitor Restrooms—Gendered
- Visitor Restrooms—Family

Admin/Support:

- Individual and Shared Offices
- Office Reception and Work Spaces
- Meeting Room
- Printer/Copy/Storage
- Staff Restrooms/Locker/Shower
- Storage—Active and Closed
- Prep and Volunteer Work Area

Indoor Exhibits & Programs:

- Exhibit Galleries—Permanent
- Water Gallery
- Traveling/Changing Exhibits
- Birthday Room(s)
- Classroom(s)
- Nursing Nook

General:

- Janitorial and Maintenance
- Mechanical/HVAC
- Water Exhibit Mechanical
- Exhibit and Office Data Closet
- Circulation
- Loading

Exterior Building and Site Program

Outdoor Exhibits & Programs:

- Outdoor Exhibits & Programs:
- Outdoor Exhibits—Ground Level
- Outdoor Exhibits—2nd Floor Terraces and Roof Deck
- Outdoor Programming—Ground
- Outdoor Programming—2nd Floor Terraces and Roof Deck
- Pre-ticketing Experiences

Access, Loading, Orientation:

- Bus Drop-off
- Accessible Drop-off (Individuals)
- Group Visit Gathering (pre-entry)
- Loading Dock and Access
- Van/Outreach Vehicle Parking
- Safe Walkway/Approach

CMMV Qualities

During the April 2021 Charette, a number of key priorities emerged for exhibit and building design. These include the following visitor takeaways and design qualities:

How will kids know this is their place?

Because I can. . .

- Feel free to explore.
- Try and imagine everything that I want to be.
- Get to do things I can’t do at home.
- Get to sing, play, paint, climb, get wet, build, and get messy.
- Feel excited, happy, and safe.

Because I see/experience. . .

- The big dream ship that I can climb into.
- The cool water table that looks like the river where they play and kayak.
- The artist and maker space because I love to make art.
- The garden because I love to play outside.
- The animal rescue clinic because I want to be a vet.

How will visitors know this museum is about the Magic Valley?

Because they... .

- Recognize Idaho pride and share what makes this place special.
- Work closely with our community to have a fun place for all.
- Have information in Spanish so grandma understood when she visited.
- Have exhibits that reflect the geography of the valley.
- Really tie experiences to our agricultural roots.
- Have shade outside and use the wind in their favor.
- Offer programming with local artists and vendors.
- Built in the historic area of downtown.

Threads

Experiences across CMMV are also connected by four key 'threads,' which act as play opportunities, graphic cues, or story lines uniting the exhibits with relevant intersections:

Building Community

CMMV recognizes the importance of creating a community gathering space and having an impact on our community in response to need. *Exhibits and programs build community through a focus on social/collaborative play and the development of empathy, connection, and friendship.*

Connecting to Place

CMMV celebrates Idaho pride and stays true to our region. *Exhibits connect to place by reflecting natural geography and waterways, iconic landmarks, and regional stories.*

Discovering STEAM

CMMV understands the importance of integrating STEAM (science, technology, engineering, art, and math) experiences across the museum rather than in a single gallery. *Exhibits and programs offer STEAM intersections that blend creativity with critical thinking.*

Exploring Sustainability

CMMV prioritizes sustainability in exhibit and building design as well as daily operations. *Exhibits use sustainable and/or recycled materials, demonstrate energy conservation, and share sustainable practices with behind-the-scenes reveals wherever possible.*

Types of Play and Learning

For young children, play *is* learning and supports development across social, cognitive, physical, and emotional domains. Because play work builds the foundation for a lifetime of learning, it is the focus of all experiences at CMMV. However, a variety of activities and environments across the museum will engage children arriving at different developmental stages—and with various interests and learning styles.

Full Body Play

Offers children the chance to move freely through running, climbing, or jumping. Increases large-muscle skills and coordination.

Manipulative

Refines fine motor skills and helps with hand-eye coordination. Allows children to use their physical skills and senses to discover cause and effect, and the physical properties of materials.

Constructive

Invites children to explore objects and discover simple patterns by building structures using different materials. Simplistic structures can grow into bigger and more complex ones.

Creative

Invites making with art materials and the body as well as expression of feelings. Extends to dance, drawing, music, and working in different substances.

Rule-based Games

Introduces children to what can and can't be done in certain situations. Children can make up their own games and then be introduced to more complicated activities.

Pretend

Helps young children move toward longer play periods by learning to try new roles and situations. Includes symbolic play with objects and socio-dramatic play with different characters.

Social

Introduces children to playing alongside others. Begins to help with refining social skills needed to get along with peers.

Contemplative

Supports quiet time so children can sit down and reflect on their activities and environment. Provides recharge for the next level of exploration.

Attentive/Audience

Encourages children to be active listeners. Reinforces the importance of allowing others time to speak, perform and offer ideas.



Exhibit Operational Considerations

Arrivals: During the Exhibits Concept workshop, we reviewed the following ‘ADROIT’ diagram at the right and its implications for planning the sequence of our visitors’ experience arriving at the museum, even before they enter the galleries.

The site, architectural and exhibit design of the approach and entry to the museum will need to consider a variety of functional and operational parameters, as well as create a sense of welcome and excitement, and communicate the nature of the experience to come.

Arriving visitors will include individual families (both members and non), possibly older tweens on their own or with family members, school groups, birthday party participants, special event attendees, and others. Each may have a different means of arrival or drop off, and have different needs for understanding how and where to enter, orienting themselves and their groups outside and inside, and regrouping at the end of their visit.

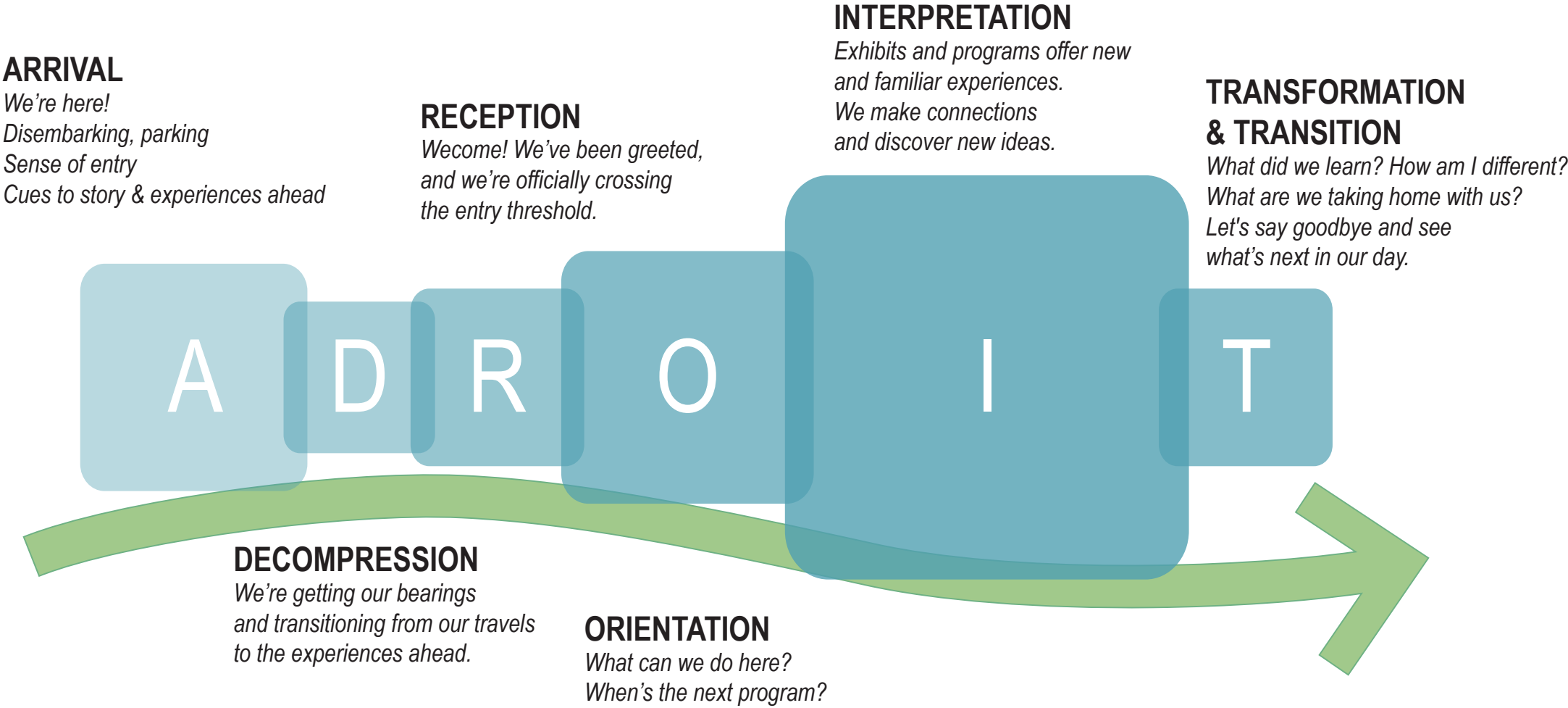
There must be a clear delineation of the ticketing and control point (whether a prepaid, paid on site, or member entry)—with sufficient pre-ticketing experiences and messages to draw guests in and to help them plan their visit—and to ensure security for entering and exiting families and kids.

Temporary and Changing Exhibits: While CMMV has expressed interest in a space or spaces of up to 2,000 square feet to accommodate changing and future traveling exhibits, the Concept Plan does not currently indicate such a dedicated area, pending the A/E team’s conceptual diagramming of architectural and exhibit program within available space. However, the exhibit concept diagrams do indicate, with clouded ‘Flex’ areas, which gallery spaces will lend themselves to more frequent programmatic and physical change and renewal.

Event/Rental Spaces: There has been some discussion with the CMMV team regarding the potential for special or rental events at the museum, including family nights hosted by various local businesses and organizations, as well as CMMV events like the annual gala. Some available spaces may include the museum Atrium, the Teaching Kitchen, second floor terraces and the potential roof deck, the outdoor Garden, and others. Further direction on the size and nature of potential events will be required moving into Schematic Design, to ensure that exhibit and any public areas provide appropriate and attractive venues, and the necessary supports for these activities.

Exhibit Support Spaces and Infrastructure: Exhibit galleries and program spaces will require infrastructure—electrical and data supply, mechanical systems for water exhibits, structural support for large or suspended exhibits—as well as back of house areas to house related equipment, and provide at least modest exhibit maintenance and program storage space in efficient proximity to the galleries. Program spaces like the Art and Maker Studio will require materials and tool storage close at hand; the Teaching Kitchen will have specific equipment, venting and electrical requirements. There may also be opportunities to reveal building systems and structures, revealing real life STEAM messages in adjacent Construction exhibits, for instance. These spaces and infrastructure requirements will be coordinated with the A/E team moving forward through Concept and Schematic Design.

Visitor Experience Sequence





Section 3: Concept Plan



Concept Plan: Our Magic Valley is an amazing place to play, gather and dream.

MAIN FLOOR

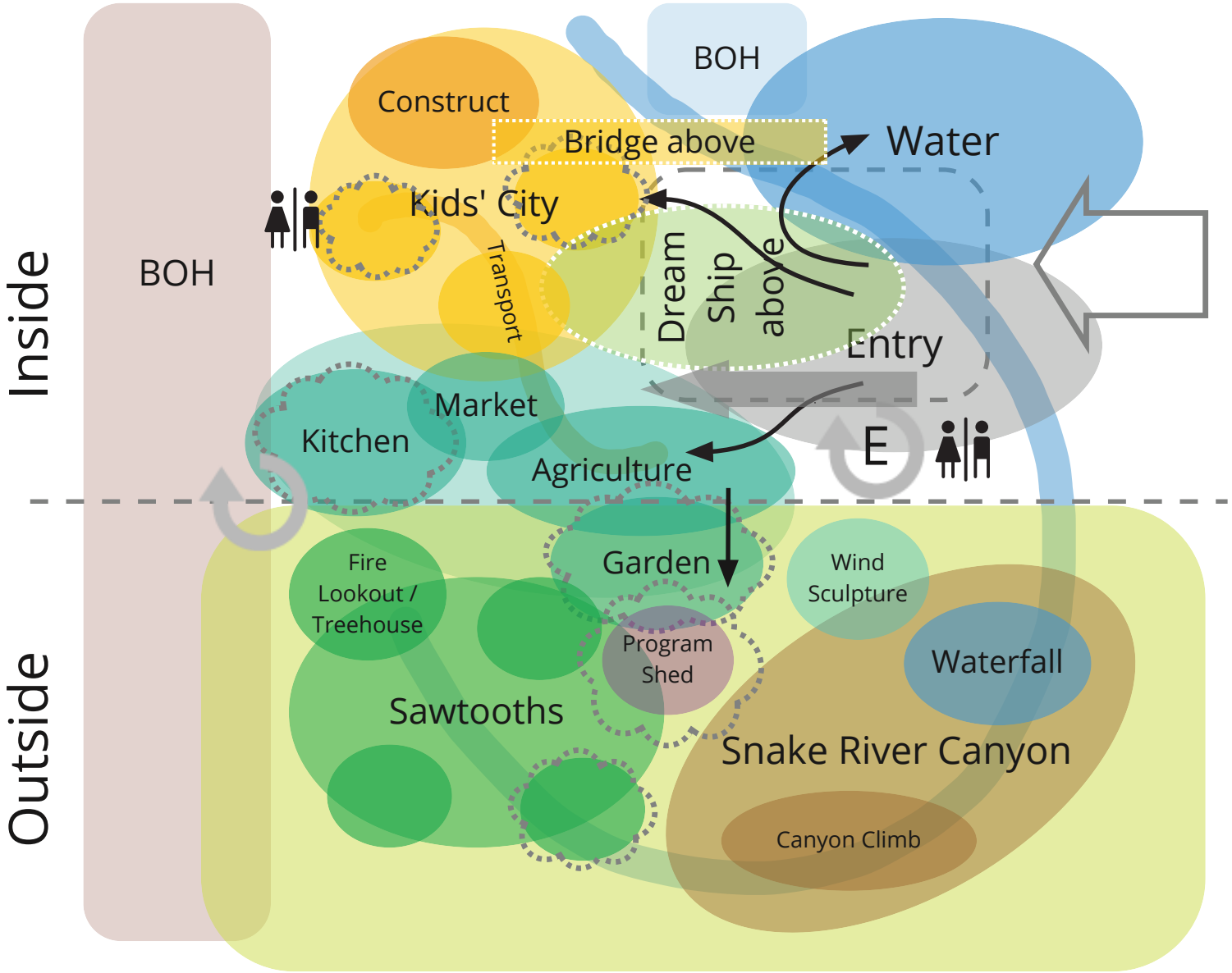
The site is fully engaged, with an atrium space and the Dream Ship featured prominently

1ST FLOOR:

- Large entry Atrium, flex/gathering potential
- Explicit connection between literal and figurative water
- Water Gallery on the right, visible to street
- Caregivers have the choice to save Water for last, make decisions at entry
- Dream Ship emerges from Water with double height; kids climb to reach it
- Main Stair links to Dream Ship so caregivers can see kids climbing
- Kitchen serves as another Studio
- Outdoor exhibits immediately to the left
- Agriculture and Market flow into Kids' City

1ST FLOOR OUTDOORS

- Water thread continues outdoors, runs through main zones
- Garden connects to Kitchen and Agriculture
- Snake River Canyon includes a waterfall and riverbed digging
- Sawtooths includes animal shelters and the treehouse



2ND FLOOR

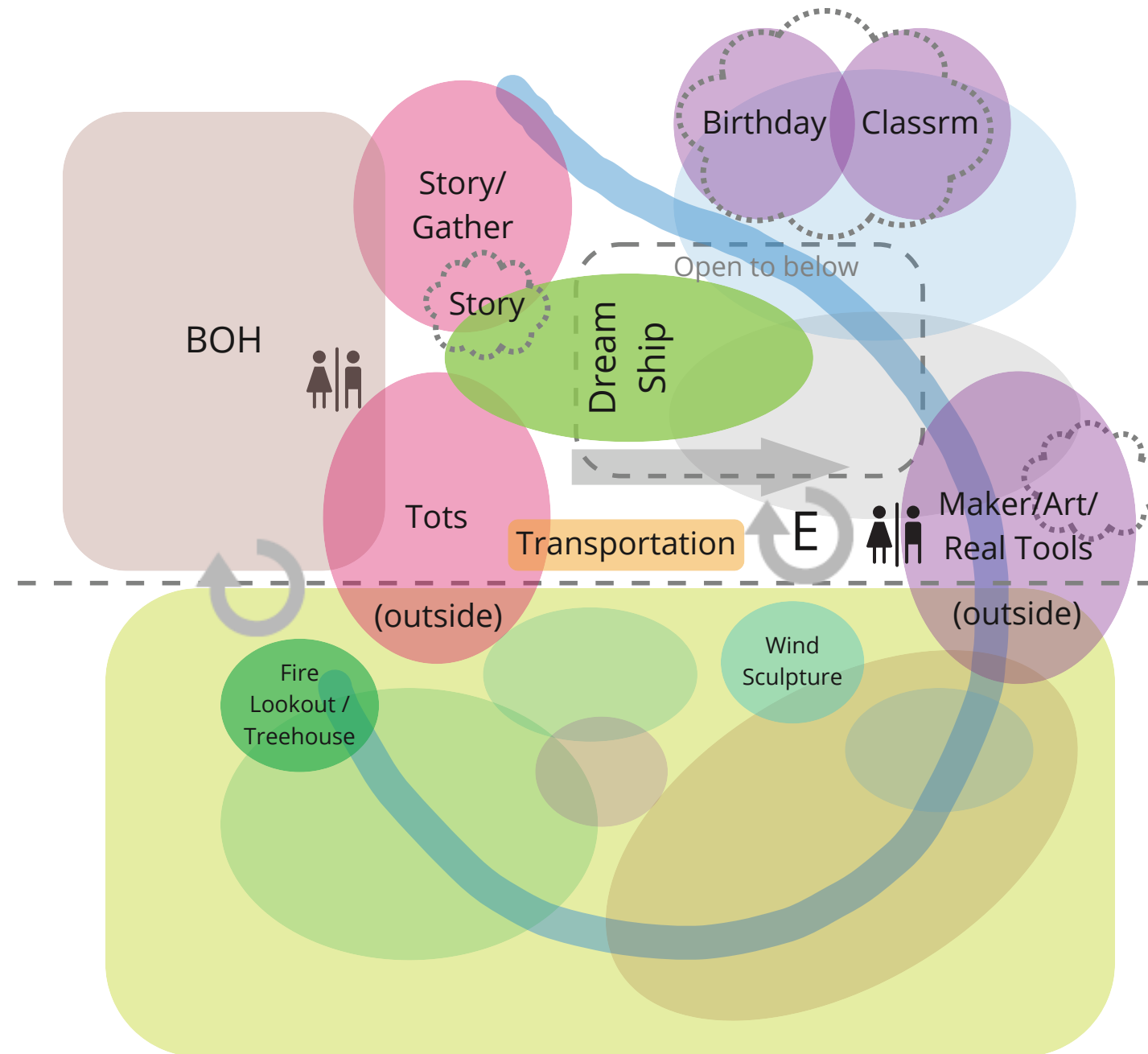
The second floor is a place for storytelling, performing, learning and creating. Activity spills out onto roof terraces.

2ND FLOOR:

- Kids climb through the Dream Ship (or come up the beautiful staircase) to the 2nd floor
- Maker/Art with potential outdoor patio space
- Tots close to elevator and Main Stair, with access to southern light
- Possible outdoor roof space for Tots

2ND FLOOR FLOOR OUTDOORS

- Wind sculpture rises to 2nd floor Maker/Art patio level
- Fire Lookout & Treehouse at eye level with Tots patio; possible connection from Treehouse to interior/exterior stair?





Section 4: Gallery Boulders



This section illustrates the focus and potential exhibit ‘pebbles’ and activities within each thematic ‘boulder’. In some cases there are more activities suggested than may appear in the gallery at any one time, allowing for rotation of different pebbles through the space.

The reference images are gathered from a variety of sources—from CMMV, from the FRAME team’s own collections, and from the web—and many are not licensed for publication. As such, this section of the document is intended for internal reference only and is not for wider distribution beyond the CMMV Board.

Entry & Reception

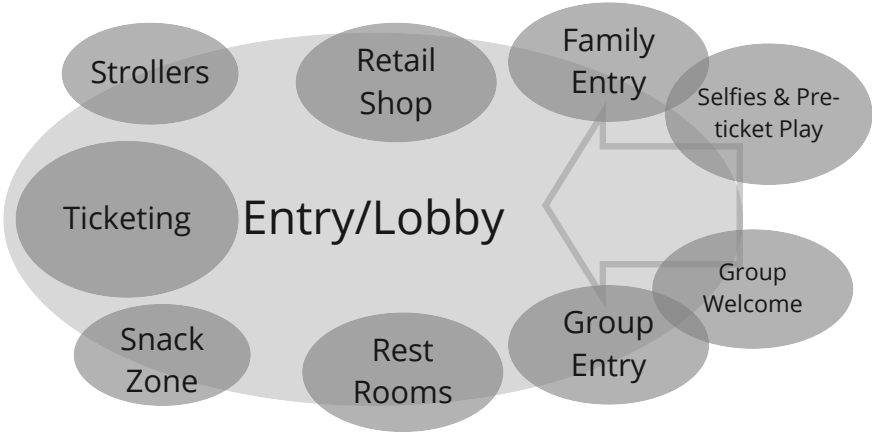
INDOOR BOULDER

This area is about crossing the threshold into a magical place and feeling welcomed and oriented for the fun ahead.

Welcome to the Children’s Museum of the Magic Valley! The entry and reception area draws visitors inside and offers a space to get oriented and plan for the day. Light and color fill the entrance, as well as window views sharing glimpses of the bustling activity inside. Children will be especially drawn to the Dream Ship that floats above and entices with its climbing possibilities. A Selfie Wall also allows visitors to photograph themselves and see their faces projected onto an animated Dream Ship backdrop, creating excitement for the visit ahead. At Mezzanine Level, the crossable Perrine Bridge is another visible icon.

Features & Amenities:

- Lobby Desk
- Ticketing/POS
- Group Admission
- Retail
- Stroller Parking/Lockers
- Restrooms
- Snack Area
- Selfie Wall



Water

INDOOR BOULDER

This area is about investigating the properties of water and exploring the ways we use water in the world.

Water play offers something for all ages and learning styles. This dynamic gallery features multi-sensory exploration for the very young and science learning about water transport and river systems for older children. The central waterway is modeled after the Snake River, while other basins offer free-form play. Where the water table ends, the river continues as a visual element in gallery flooring. Visitors can also view the model Perrine Bridge at Mezzanine Level, with connections to river bridges along the waterway.

Threads Highlighted:

- Building Community
- Connecting to Place
- Discovering STEAM

Learning and Play Types:

- Manipulative
- Constructive
- Pretend
- Social

Target Audiences:

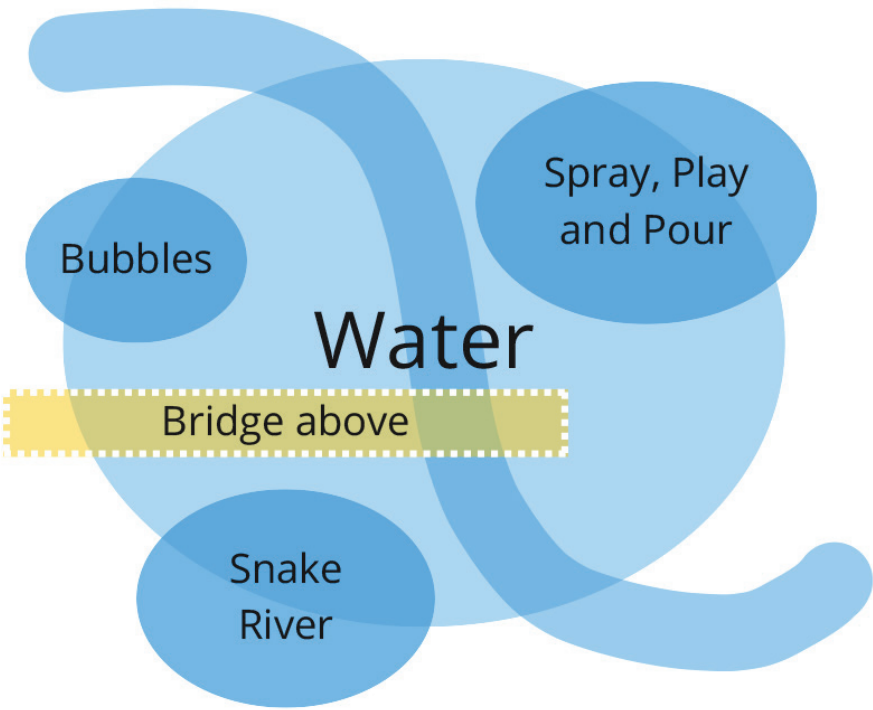
3-11

Pebbles & Activities:

Snake River: Explore a central waterway modeled after the Snake River. Manipulate a lock and dam to raise or lower water levels. Try out moveable sluiceway gates to divert the river’s flow, then explore how kayaks move through a wider or narrower river channel. Build bridges over the river using pre-set footings on either side. Swing your bridge open and shut to let kayaks or other boats through. Experiment with electricity at a station based on Idaho Power at Shoshone Falls.

Play, Spray and Pour: Experiment with flow, force and pressure by moving water using hand cranks, tippy buckets, water tubes and wheels, an Archimedes screw or the water vortex. It helps to team up with other children along the table. This STEAM-infused play table offers a variety of challenges and fun. Younger visitors will enjoy a toddler-height basin for easy reach, complete with fountains and other play opportunities.

Bubbles: Explore the wonders of soap and water at this low table filled with bubble solution. Using hoops or wands, children can blow, chase, and watch bubbles disappear.



Dream Ship

INDOOR BOULDER

This area is about climbing high and finding new ways of moving, seeing, and dreaming.

Children are fascinated with being up high, and the climbing challenges of the iconic Dream Ship beckon all who enter the museum. In this whimsical environment, children can dream up a magic world made just for them. The ship becomes a space to imagine travel, sea adventuring, and more. On the second level, one section of the Ship intersects with the Story/Gather gallery, offering a quieter spot for storytelling programs.

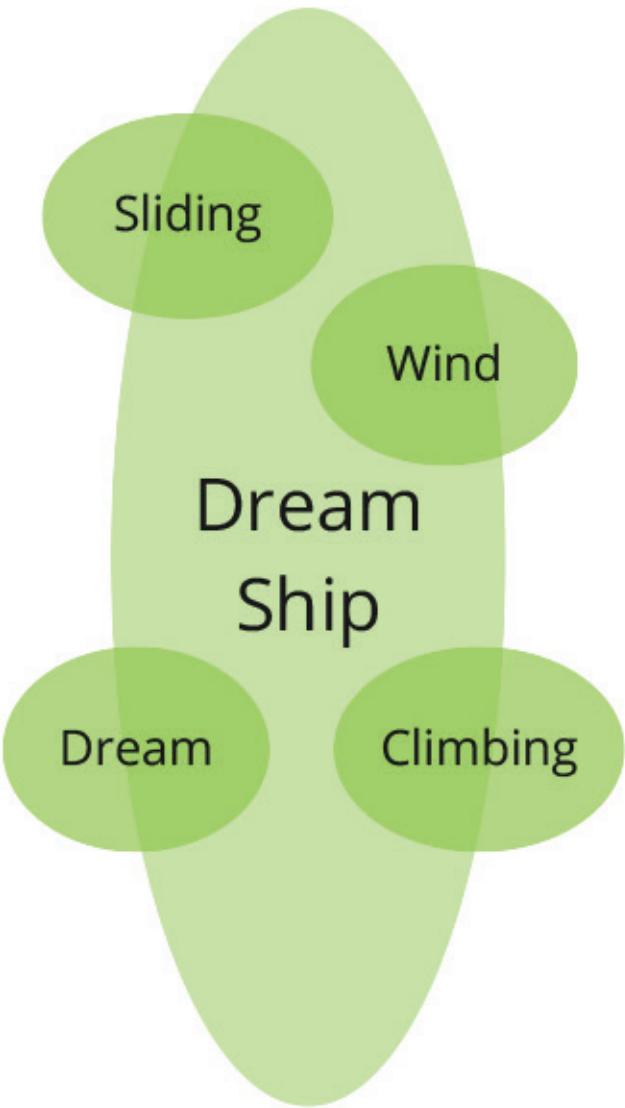
Threads Highlighted:
Building Community
Discovering STEAM

Learning and Play Types:
Full Body Play
Creative
Pretend
Social
Contemplative

Target Audiences:
4-11

Pebbles & Activities:

- Climbing:** Climb high to reach the entry to the Dream Ship and imagine yourself sailing an ocean in the clouds. Navigate the curving tunnels, steps, netting, and other physical challenges to reach the lookout.
- Sliding:** After climbing, slide down multiple levels and explore nooks along the way.
- Wind:** Use air cannons to send wind across the atrium and ripple the clouds.
- Dream:** Use a periscope to see high or low. Try your hand at the steering wheel and talk to other children using talking tubes. Imaginative play opportunities abound when you're sailing high.



Kids' City

INDOOR BOULDER

This area is about playing with the possibilities of community through helping and exploring familiar adult roles.

Kids' City features an evocative set of iconic environments, such as storefronts, a town square, a fire engine, park benches, and other features of community life. While role-play forms the heart of this experience, interwoven STEAM challenges create play opportunities for older children. Culture is also infused throughout the City, as changing displays and programs highlight the diversity of people and communities in the Twin Falls region.

Threads Highlighted:

- Building Community
- Discovering STEAM

Learning and Play Types:

- Manipulative
- Constructive
- Creative
- Pretend
- Social

Target Audiences:

4-8

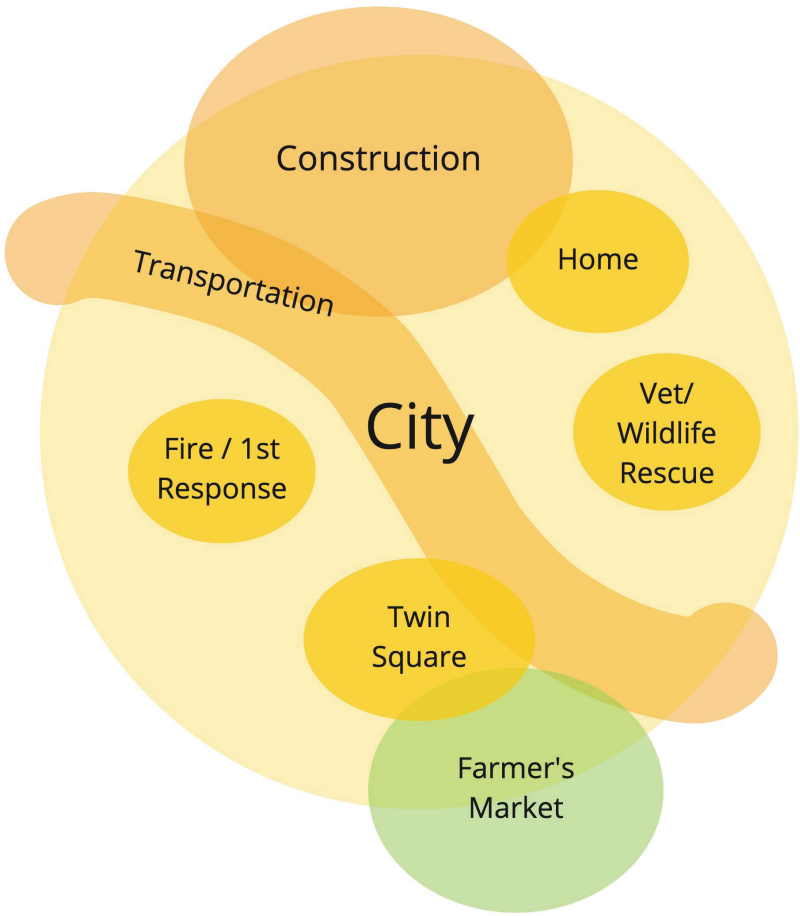
Pebbles & Activities:

First Responders: Drive the fire truck and talk on dispatch to children inside the fire station. Connect hoses to put out the fire and climb onto a raised ladder behind the truck. In the First Responders locker area, try on different costumes such as police officer and EMT. A corner of the station is reserved for EMT-style medical care. And in the Vehicle Maintenance area, rotate the fire truck wheels or check off other mechanic tasks. For an added STEAM challenge, manipulate simple machines like levers, screws, and pulleys as you move balls along a wall.

Wildlife Rescue/Vet Clinic: Take care of sick or wounded animals using the clinic scale, stethoscope, and other medical props. Examine X-rays and listen to animal heartbeats. Wildlife rescue is part of this drama, with a number of injured animals needing care.

Twin Square: Gather at the heart of the City for programming around food, language, story and other elements of cultural life. Children's art and other creations may be regularly featured. A moving floor-based media area encourages dancing, fitness, or other full-body movement.

Home: Serve up meals from the farmer's market in the play kitchen. Try out STEAM challenges such as connecting the house plumbing. *This home may have an exterior connection to the Construction area, with opportunities to 'finish' off the house. Culture is another thread infusing the home.*



Construction

INDOOR BOULDER

This area is about building of all kinds, problem-solving and teamwork.

In this active and hands-on gallery, children solve construction challenges by teaming up together or working with caregivers. Rotating tabletop and floor-based building systems offer changing opportunities for play with the properties of structures and materials. Hard hats and safety vests add to the fun. A view to the Perrine Bridge on the Mezzanine creates a connection between the two areas.

Threads Highlighted:

- Connecting to Place
- Discovering STEAM
- Exploring Sustainability

Learning and Play Types:

- Manipulative
- Constructive
- Pretend
- Social
- Contemplative

Target Audiences:

4-11

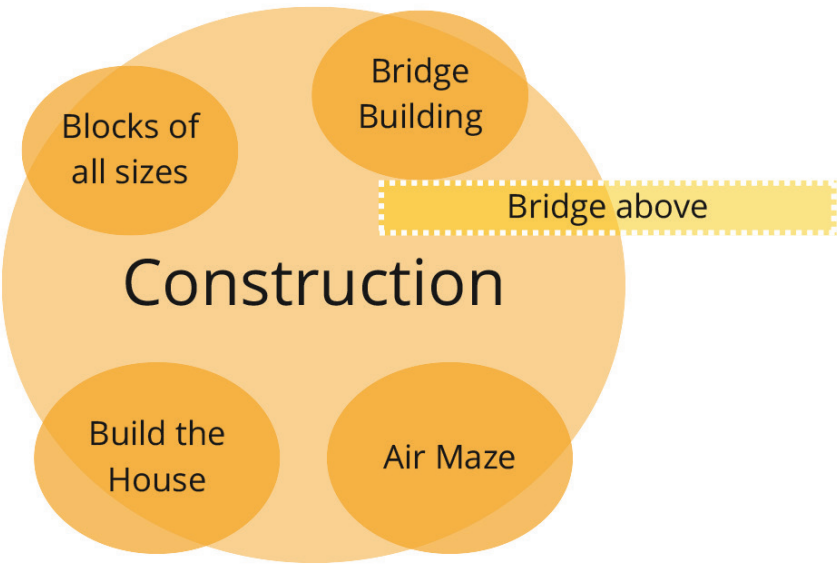
Pebbles & Activities:

Blocks of all Sizes: Build house shelters, skyscrapers, and free-form designs using different building systems, floor-based to tabletop. Materials can be refreshed for regular change.

Build the House: Try on a construction outfit and use the large pulley and crane to move blocks around the building site. Finish the house walls, then take them apart for the next visitor. *This environment has potential to connect to Kids’ City as a home exterior.*

Bridge Building: Experiment with bridge designs, such as arch or truss, and work with others to create a bridge that crosses the Snake River that’s designed into the flooring.

Air Maze: Send scarves and balls through a large air maze with clear tubes. This STEAM-based play icon serves as backdrop to the Construction area.



Transportation

INDOOR BOULDER

This area is about exploring how goods and vehicles move about our world.

Transportation play happens on both levels of CMMV and connects to the rich agriculture heritage of the region. Downstairs, children can move Ag products from the Grow & Harvest area to the Farmer’s Market in a dynamic circuit loop. Upstairs, a large train table offers a rich world of imaginative play geared toward children ages 5 and under.

Threads Highlighted:

Connecting to Place
Discovering STEAM

Learning and Play Types:

Manipulative
Constructive
Pretend
Social

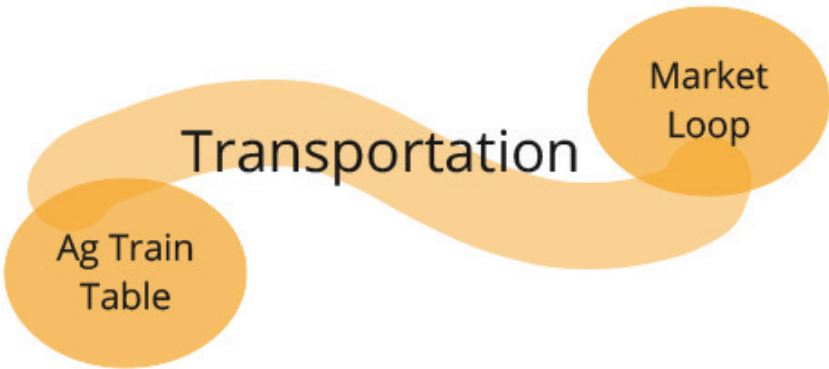
Target Audiences:

2-11

Pebbles & Activities:

Ag Train Table: Upstairs, find your spot at this giant tabletop featuring trains, trucks and cars, moveable tracks, bridges, and other wonders of transport themed to agriculture. Farm fields, animals, and other familiar landmarks connect this world to the Twin Falls region. This area is an especially strong draw for toddlers, with pop-up table openings for moving in and around the tracks using different building systems, floor-based to tabletop.

Market Loop: Downstairs, deliver produce and dairy products from the Grow and Harvest planting beds to the Farmer’s Market stand. Load packing crates into the back of the truck bed and play in the truck cab. Other Ag goods can be loaded along a conveyor belt and shape-sorted through the farmer’s market stand wall to end in produce bins.



Food

INDOOR BOULDER

This area is about connecting the journey our food takes from farm field to dinner table.

As they explore the Idaho Grow and Harvest area, children can deliver food from planting rows to the fruit and vegetable stand, then role-play seller or customer at the eatery and food stand modeled after Twin Falls’ downtown market. The enclosed Teaching Kitchen is also thematically connected to this area and offers daily programming and experiences with preparing and tasting real food.

Threads Highlighted:

- Building Community
- Connecting to Place

Learning and Play Types:

- Manipulative
- Pretend
- Social

Target Audiences:

4-11

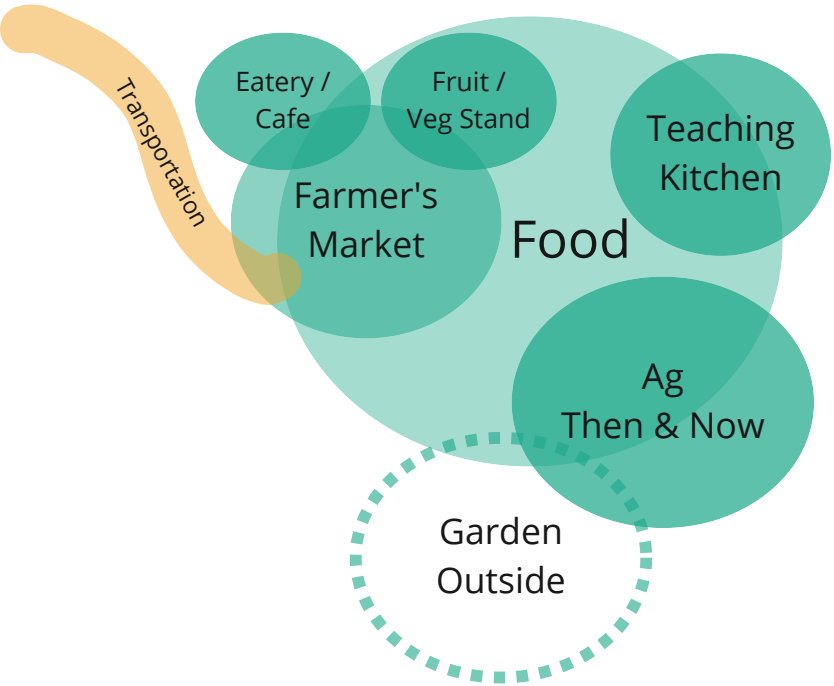
Pebbles & Activities:

Grow and Harvest: Plant and harvest Idaho-specific farm veggies, flowers and fruits from the central garden. Planting furrows hold carrots, peppers, potatoes, pumpkins, and flowers while other plants and trees deliver corn and apples. Milk a cow in the dairy barn and gather eggs from the chicken coop. *The theme of Idaho Agriculture Then & Now infuses this area, as historical photos or props reveal agricultural change over time.*

Fruit and Vegetable Stand: Sell fruits, veggies, flowers, dairy, and eggs to customers and decide on prices of the day at the market chalkboard. Weigh produce in scales and try out the cash register. Arrange flowers in the display bins. Restock the market stands with locally-made Twin Falls farmer’s market props such as soaps and jams.

Eatery/Cafe: Serve up sandwiches and baked goods at the market stand cafe. Deliver meals to nearby tables and try out math challenges while making and ringing up orders.

Teaching Kitchen: With a caregiver, try your hand in the real kitchen using age-appropriate tools and fresh ingredients. This enclosed space offers programming with changing themes, including public classes, live demos, and samples of homemade food.



Maker Space & Art Studio

INDOOR BOULDER

This area is about tinkering and creating with real tools and changing art materials.

The Maker Space and Art Studio is the place to get messy, tinker and create with materials ranging from cardboard and cereal boxes to wet paint and clay. These two spaces may be divided by rolling walls or designed to feel separate from each other. Inside, children can choose from changing maker and art challenges but there’s always something out and ready for creating. Display shelves and/or photo feeds share daily creations. A sink allows for easy clean-up. For older visitors ages 9-12, the space doubles as a hangout spot for special programs. During good weather, an adjacent terrace space extends the art experiences outdoors.

Threads Highlighted:

- Building Community
- Discovering STEAM
- Exploring Sustainability

Learning and Play Types:

- Manipulative
- Constructive
- Pretend
- Social

Target Audiences:

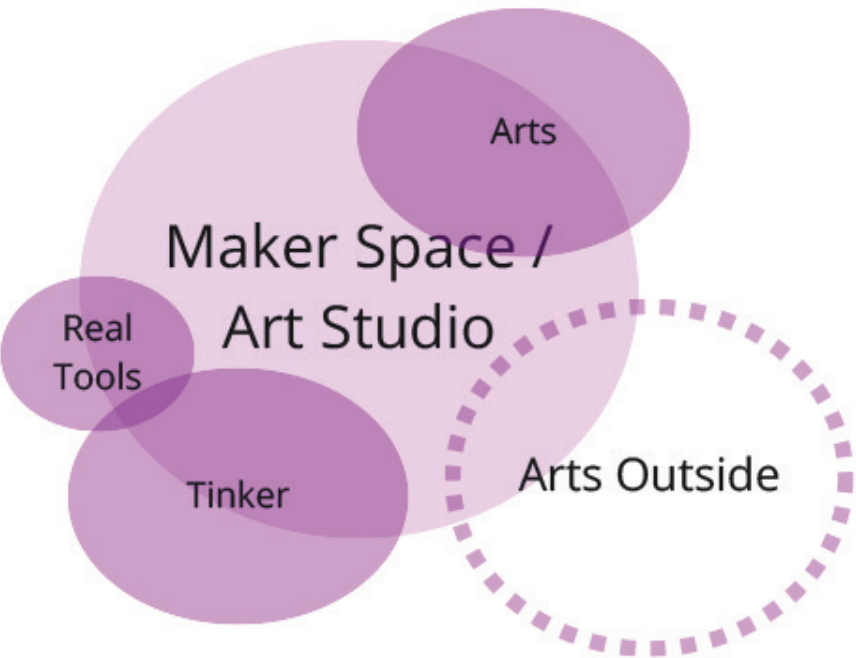
6-12

Pebbles & Activities:

Art: Explore changing art activities, from sculpting clay and painting to sewing, photography and stop-motion animation.

Tinker: Try out tinkering challenges with changing activity prompts and materials. Activities range from open builds to circuits and electricity, chain reactions, race and go, or other STEAM challenges. 3D printers offer added thrills.

Real Tools: Get your hands busy with real tools and materials such as hammers, saws, electric screwdrivers, and nails.



Tots Space

INDOOR BOULDER

This area is about exploring the sensory wonders of an inviting and expanding world.

Young visitors ages 0-3, along with their caregivers, will find a haven in this Idaho-themed gallery designed for babies, crawlers and early cruisers. Small children can safely explore here, using their body to peep, creep, crawl, and otherwise explore environments themed after southern Idaho’s natural and agricultural landscapes. A nursing area provides a quiet, accessible space for parents with infants. The outdoor terrace just for tots offers additional activities during warm weather.

Threads Highlighted:

- Connecting to Place
- Discovering STEAM

Learning and Play Types:

- Full Body Play
- Manipulative
- Social

Target Audiences:

0-3

Pebbles & Activities:

Baby Zone: This sensory world delivers the wonders of cause and effect for infants, with a soft place for tummy time, busy boards to manipulate, and other delights.

Climb & Wobble: Explore the ramps, slides and crawling tunnels of the Snake River canyon climb, or the wobbly steps of a mini-Perrine Bridge.

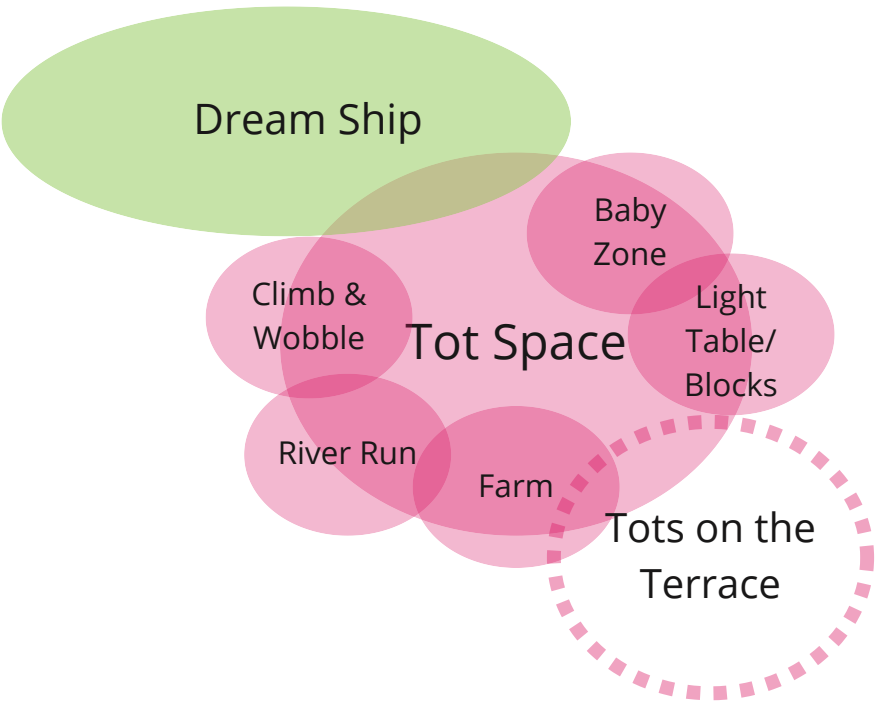
River Run: Climb in and out of this toddler-sized kayak, then discover you can wobble it by leaning right or left. Explore the enclosed waterfall, a clear vertical channel with water and bubbles running through it.

Farm: Pick apples from the toddler-sized tree or potatoes from planting rows and load them into the back of the truck to send to market. Replant and try out the circuit all over again. Tend to the farm animals and deliver their food.

Light Table & Blocks: Create with Magna Tiles on a large light table. Other block play may be accessible nearby.

Story Place: Curl up in a cozy spot and listen to a story. This reading nook offers picture books and a comfortable spot for caregivers and toddlers.

Tots on the Terrace: Water potted plants with misters, try out musical instruments, and explore other terrace activities designed for 0-3. *This area picks up Garden, Art & Music, and Four Elements (Earth, Water, Air & Fire) outdoor threads with a focus on toddlers.*



Story, Gather & Perform

INDOOR BOULDER

This area is about gathering together to tell, make and listen to stories.

In this space dedicated to the power of creative storytelling, visitors can gather for daily programs and find changing opportunities to express their own stories. The gallery space may connect visually to a corner of the Dream Ship emerging from below. While the stage and surround seating is centerpiece to this gallery, other activity areas engage kids with other forms of creative expression. A low-sensory zone supports quiet recharge.

Threads Highlighted:
Building Community

Learning and Play Types:
Creative
Social
Constructive
Contemplative
Attentive/Audience

Target Audiences:
4-11

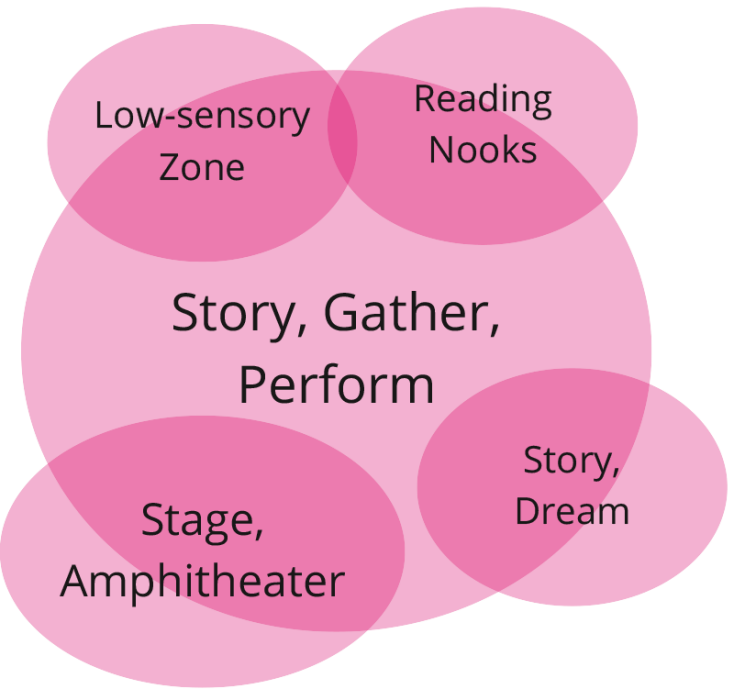
Pebbles & Activities:

Stage/Amphitheater: Find a spot to sit and listen to a daily storytelling program. Try on a costume, grab a hand-held musical instrument and perform your own story or dance on the open stage.

Reading Nooks: Choose a comfortable reading nook and take a moment to recharge with a caregiver.

Story/Dream: Express yourself creatively at one of the gallery’s Story and Dream stations, such as the Lite Brite, puppet stage or green screen story studio.

Low-Sensory Area: A quiet, low-sensory area supports children on the autism spectrum or with sensory processing needs. Adaptive tools such as bags or weighted vests may also be accessible.

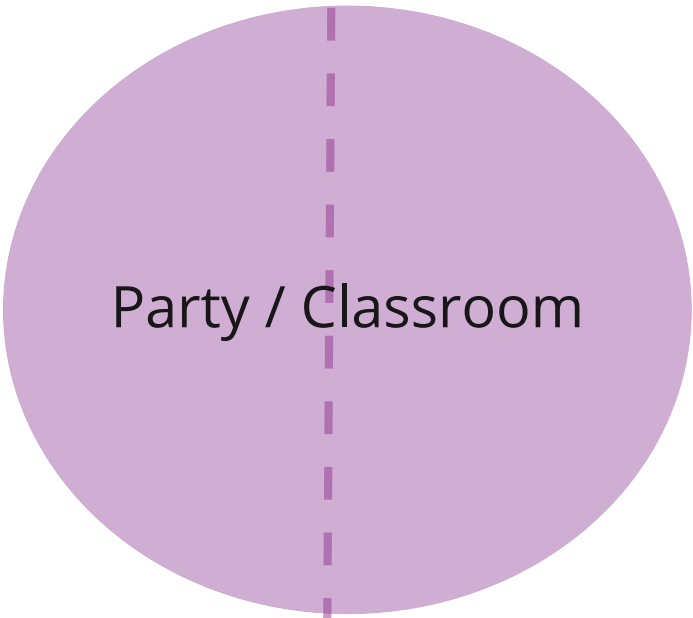


Party & Classroom

INDOOR BOULDER

This area is about gathering to celebrate and take part in a special program.

These colorful and fun-filled spaces provide a dedicated venue for private events or changing museum programs. The party rooms are located close to the central stair and elevator for ease of community access. They each offer a sink, a small fridge, and moveable tables and chairs.



Snake River Canyon

OUTDOOR BOULDER

This area is about connecting to nature and the great outdoors.

This environment is modeled after Idaho’s Snake River Canyon, which cuts through ancient basalt lava flows and features two waterfalls as well as natural springs. A dynamic waterfall serves as centerpiece and big wow. Nearby, the dry rock bed transforms into a river channel when children team up to pump water. Circling the riverbed are boulders designed for safe climbing and just the right amount of challenge and thrill. *Additional experience threads from Earth, Water, Air & Fire interweave within the Canyon Zone.*

Threads Highlighted:

Connecting to Place
Discovering STEAM

Learning and Play Types:

Full Body Play
Manipulative
Social

Target Audiences:

4-11

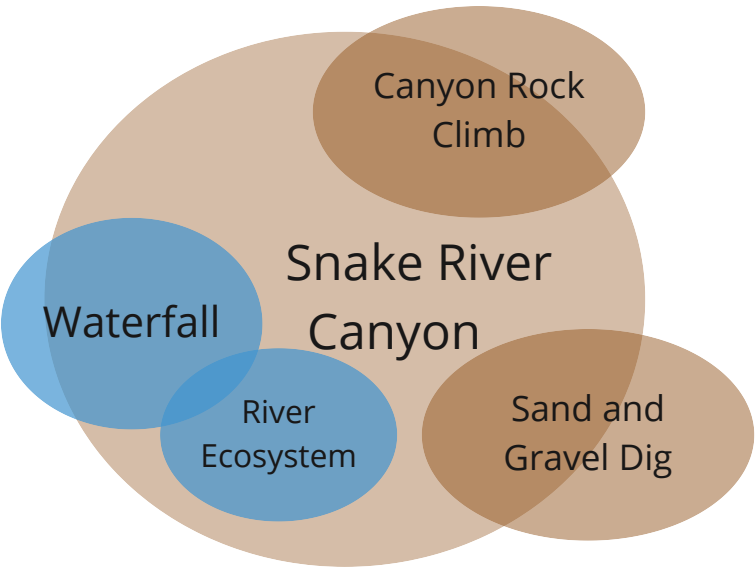
Pebbles & Activities:

Canyon Rock Climb: Find your grip and scamper up the oversized boulders, which are also sized for jumps and safe landings.

River Ecosystem: Team up with other children to pump water into the dry riverbed and form a meandering channel. Wade across stepping stones and get wet as you play.

Waterfall: Admire the central waterfall feature and walk behind it to feel a light spray on your skin.

Sand and Gravel Dig: Try out the diggers in the sand and gravel by the riverbed and imagine a world under your construction.



Sawtooths

OUTDOOR BOULDER

This area is about getting up into the trees, creating with natural materials, and exploring Idaho wildlife.

In this area themed to the alpine environment of the Sawtooth National Recreation Area, a central Fire Lookout Tower and Treehouse provides an elevated view over the forest below. On the forest floor, children can construct shelters using wood and other materials or explore iconic Idaho animals. *Additional experience threads from Music and Earth, Water, Air & Fire weave into the Sawtooths Zone.*

Threads Highlighted:

Connecting to Place
Discovering STEAM

Learning and Play Types:

Full Body Play
Constructive
Manipulative
Social

Target Audiences:

3-11

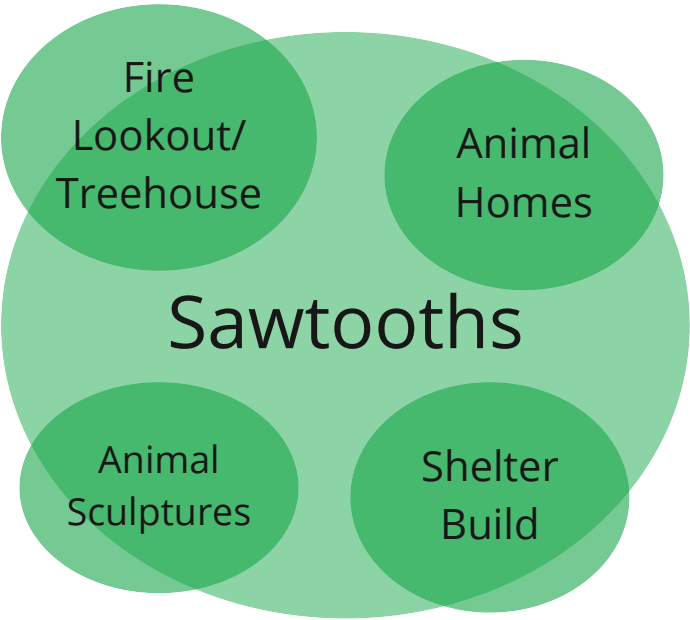
Pebbles & Activities:

Fire Tower & Treehouse: Climb up the fire lookout and imagine yourself spotting wildfires in the mountains. This magical Treehouse offers ladders and netting to climb as well as an enclosed area for imaginative play.

Shelter Build: Construct a shelter or your own climber using loose pieces of wood and other natural materials.

Animal Homes: Climb into the eagle’s nest or crawl through the yellow-bellied marmot den. A number of oversized homes create an Idaho-specific animal loop.

Animal Sculptures: Spot all of the whimsical animal sculptures, from a toad holding a bug catcher to an eagle using binoculars. Some connect to animals’ natural abilities, while others are just silly and fun.



Gardens

OUTDOOR BOULDER

This area is about connecting to the wonder and beauty of sunlight, soil, and growing plants.

On ground level and rooftop terraces, Garden experiences come alive during the growing season. A number of herbs and flowers create sensory delight. Other displays connect children to the wonder of soil and compost. The Shed offers a shady spot for daily programs with gardening, science or outdoor art. Another area of the Garden features a child-sized maze. *Additional experience threads from Music and Earth, Water, Air & Fire weave into the Garden.*

Threads Highlighted:

Connecting to Place
Discovering STEAM

Learning and Play Types:

Full Body Play
Constructive
Manipulative
Social

Target Audiences:

3-11

Pebbles & Activities:

Art & Science Program Shed: Join a daily gardening, art or science program in the shaded gathering area.

Composting Bins: Discover the wonders of soil composting and check out the museum’s ever-evolving bins.

Herb Garden: Smell, touch, taste and wander through the herb garden, which serves up ingredients for the indoor Teaching Kitchen.

Pollinator Garden: Spot bees gathering pollen from wildflowers and learn how pollinators make much of our food supply possible.

Sensory Garden: Explore the changing textures of the sensory pathway or the soil bins open for free nature play.

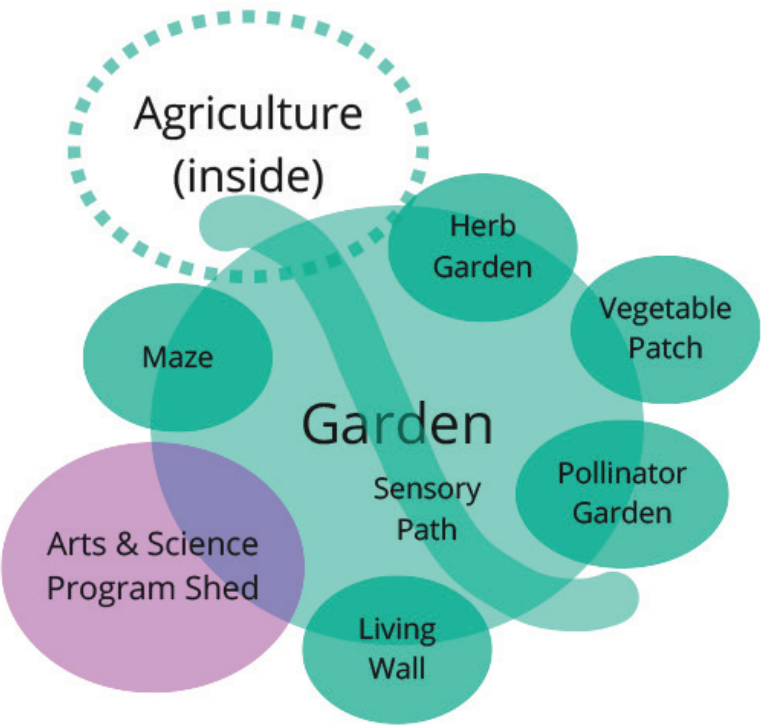
Living Wall: See what’s growing along the living garden wall.

Vegetable Patch: Learn how a pumpkin grows. Help museum staff water and tend the vegetable patch.

Irrigation Runnel: Discover how water runs across the garden and irrigates the plants.

Maze: Explore the child-sized maze and find your way from entrance to exit.

Topiaries: Spot the animals, flowers or other features in fanciful garden topiaries.



Art & Music

OUTDOOR THREAD

This outdoor thread is about experimenting with sound and investigating the properties of color, shape, and materials.

A number of outdoor art and music activities infuse the Garden, Canyon and Sawtooths Zones as well as the rooftop terraces. These play opportunities act as threads rather than contained areas, with changing possibilities for materials and activities.

Threads Highlighted:
Discovering STEAM

Learning and Play Types:
Full Body Play
Creative
Constructive
Manipulative
Social

Target Audiences:
3-11

Pebbles & Activities:

Outdoor Painting: Paint on plexiglass walls, butterfly wings or moveable easels.

Weaving Wall: Create a colorful pattern as you add threads to the community weaving wall.

Chalkboard: Draw a picture on the large outdoor chalkboard.

Drums: Get your hands and body moving at the large set of drums. Compare how different materials sound when you strike them.

Xylophone: Feel and hear the vibrations of the outdoor Xylophone, with a full scale of eight notes. Create an outdoor orchestra with other children.

Chimes & Pipes: Run a tethered mallet across the hanging chimes and pipes. Pretend to be the wind and make music out of movement.



Earth, Water, Air & Fire

OUTDOOR THREAD

This outdoor thread is about connecting to the power and possibility of natural elements.

As with Art and Music, the Four Elements infuse all outdoor zones and rooftop experiences. In particular, children will find ways to explore the patterns and properties of sun, wind, weather, sky, and stars.

Threads Highlighted:

Connecting to Place
Discovering STEAM

Learning and Play Types:

Full Body Play
Creative
Constructive
Manipulative
Social

Target Audiences:

2-11

Pebbles & Activities:

Kaleidoscope & Prisms: Explore colors and patterns in the moving kaleidoscope.

Solar Panels: Discover the power of the sun and, in particular, how a solar panel works.

Solar Lanterns: Admire the beauty of the museum’s solar lanterns, which illuminate outdoor areas at night.

Sundial: Cast your shadow across the large sundial and measure time by the position of the sun.

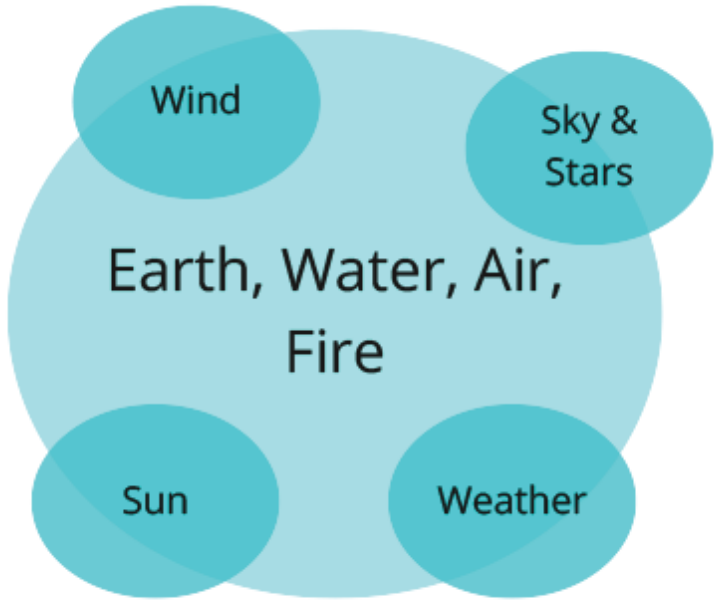
Solar Etchings: Create prints using the sun’s rays and natural materials such as leaves and rocks.

Windmill: Watch the windmill’s blades convert wind power into rotational energy. This iconic feature extends up to the second-floor roof terraces.

Kinetic Sculptures: Watch or power the wind as it moves the beautiful kinetic sculptures.

Cloud Spotters: See clouds move across the sky with spotters and scopes.

Rain Gauges: Measure daily rainfall and connect to the growing progress of plants in the Garden.





Date: Monday, August 9, 2021
To: Urban Renewal Agency of the City of Twin Falls
From: Brent Hyatt, Assistant Finance Director

ACTION ITEM

Request:

Public Hearing for the FY2021-22 Budget and Consideration of a request to sign Resolution No. 2021-05 adopting the budget amount of \$10,638,042.

Background:

The proposed budget has been published in the Times-News and the public was invited to offer written or oral comments at today's meeting.

Approval Process:

Subsequent to any input, a motion and approval by the Board will authorize the budget to be adopted.

Budget Impact:

Adoption implements a final budget for the agency's next fiscal year.

Regulatory Impact:

N/A

Conclusion:

The URA/City staff recommend approving the budget as proposed.

Attachments:

1. Resolution 2021-05 = 2021-22 Budget

RESOLUTION NO. 2021-05

BY THE BOARD OF COMMISSIONERS OF THE URBAN RENEWAL AGENCY OF THE CITY OF TWIN FALLS, IDAHO:

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE URBAN RENEWAL AGENCY OF THE CITY OF TWIN FALLS, IDAHO, TO BE TERMED THE “ANNUAL APPROPRIATION RESOLUTION,” APPROPRIATING SUMS OF MONEY AUTHORIZED BY LAW AND DEEMED NECESSARY TO DEFRAY ALL EXPENSES AND LIABILITY OF THE URBAN RENEWAL AGENCY, FOR THE FISCAL YEAR COMMENCING OCTOBER 1, 2021, AND ENDING SEPTEMBER 30, 2022, FOR ALL GENERAL, SPECIAL AND CORPORATE PURPOSES; DIRECTING THE CHAIR OR EXECUTIVE DIRECTOR TO SUBMIT THE RESOLUTION AND BUDGET TO THE CITY OF TWIN FALLS AND ANY OTHER ENTITY ENTITLED TO A COPY OF THE RESOLUTION AND BUDGET; AND PROVIDING AN EFFECTIVE DATE.

THIS RESOLUTION, made on the date hereinafter set forth by the Urban Renewal Agency of the City of Twin Falls, Idaho, an independent public body, corporate and politic, authorized under the authority of the Idaho Urban Renewal Law of 1965, Chapter 20, Title 50, Idaho Code, as amended (hereinafter the “Law”) and the Local Economic Development Act, Chapter 29, Title 50, Idaho Code, as amended (hereinafter the “Act”), a duly created and functioning urban renewal agency for Twin Falls, Idaho, hereinafter referred to as the “Agency.”

WHEREAS, on June 30, 1997, the City Council of the City of Twin Falls, Idaho (the “City Council”), by Resolution No. 1603, determined certain property to be a deteriorated area or a deteriorating area or a combination thereof and designated the area as appropriate for an urban renewal project to be known as Urban Renewal Area #4;

WHEREAS, the City Council, after notice duly published, conducted a public hearing on the Urban Renewal Plan for Urban Renewal Area #4 and Creating Revenue Allocation Area #4-1 (the “RAA #4-1 Plan”) to redevelop a portion of the City within the boundaries of the Urban Renewal Area #4, as amended, pursuant to the Law and the Act;

WHEREAS, following said public hearing, the City Council adopted its Ordinance No. 2579 on May 4, 1998, approving the RAA #4-1 Plan and making certain findings;

WHEREAS, on October 7, 2002, the City Council, by Resolution No. 1692, approved expanding the geographic area of Urban Renewal Area #4;

WHEREAS, the City Council, after notice duly published, conducted a public hearing on the Urban Renewal Plan for Urban Renewal Area #4-3 (the “RAA #4-3 Plan”) to redevelop a portion of the City within the boundaries of the Urban Renewal Area #4, as amended, pursuant to the Law and the Act;

WHEREAS, following said public hearing, the City Council adopted its Ordinance No. 3022 on December 12, 2011, approving the RAA #4-3 Plan and making certain findings;

WHEREAS, the City Council, after notice duly published, conducted a public hearing on the Amended Urban Renewal Plan for Urban Renewal Area #4-1 Expansion (the “Amended RAA #4-1 Plan”) seeking to add geographic area to RAA #4-1 Plan, pursuant to Idaho Code § 50-2033, to redevelop a portion of the City within the boundaries of the Urban Renewal Area #4, as amended, pursuant to the Law and the Act;

WHEREAS, following said public hearing, the City Council adopted its Ordinance No. 3056 on August 26, 2013, approving the Amended RAA #4-1 Plan and making certain findings;

WHEREAS, the City Council, after notice duly published, conducted a public hearing on the Urban Renewal Plan for Urban Renewal Area #4-4 (the “RAA #4-4 Plan”) to redevelop a portion of the City within the boundaries of the Urban Renewal Area #4, as amended, pursuant to the Law and the Act;

WHEREAS, following said public hearing, the City Council adopted its Ordinance No. 3097 on June 1, 2015, approving the RAA #4-4 Plan and making certain findings;

WHEREAS, the City Council, after notice duly published, conducted a public hearing on the Urban Renewal Plan for the Washington Street South Urban Renewal Project (the “Washington Street South Plan”) pursuant to the Law and the Act;

WHEREAS, following said public hearing, the City Council adopted its Ordinance No. 2019-015 on December 16, 2019, approving the Washington Street South Plan and making certain findings. Due to publication of the Ordinance Summary and recording the Washington Street South Plan and Project Area has an effective base year retroactive to January 1, 2020;

WHEREAS, pursuant to Idaho Code Sections 50-2006, 50-2903(5) and 50-1002, Agency staff has prepared a budget and the Agency has tentatively approved estimated revenues and expenditures for the fiscal year commencing October 1, 2021, and ending September 30, 2022, by virtue of its action at the Agency’s Board meeting of July 12, 2021;

WHEREAS, Agency has previously published notice of a public hearing to be conducted on August 9, 2021, at 12:00 p.m., in the Council Chambers, 203 Main Avenue E., Twin Falls, Idaho, a copy of which is attached hereto and incorporated herein as **Exhibit A**;

WHEREAS, on August 9, 2021, pursuant to Idaho Code Sections 50-2006, 50-2903(5) and 50-1002, the Agency held a public hearing on the proposed budget and considered public comment, along with Board input, on services, expenditures, and revenues planned for Fiscal Year 2022;

WHEREAS, pursuant to pursuant to Idaho Code Sections 50-2006, 50-2903(5) and 50-1002, the Agency is required to pass an annual appropriation resolution and submit the resolution to the City Clerk of the City of Twin Falls, and any other person or entity entitled to a copy of this Resolution and the Fiscal Year 2022 budget on or before September 1, 2021.

NOW, THEREFORE, BE IT RESOLVED:

Section 1: That the above statements are true and correct.

Section 2: That the sums of money, or as much thereof as may be authorized by law, needed, or deemed necessary to defray all expenses and liabilities of the Agency, as set forth in **Exhibit A**, which is annexed hereto and by reference made a part of this Resolution, reflecting no changes from the proposed FY 2022 Budget which was published on July 29 and August 5, 2021, and the same are hereby appropriated for the general, special and corporate purposes and objectives of the Agency for the fiscal year commencing October 1, 2021, and ending September 30, 2022.

Section 3: That the Chair or Executive Director shall submit a copy of this Resolution and Budget to the City of Twin Falls on or before September 1, 2021 and provide a copy of this Resolution to any other person or entity entitled to a copy of the Resolution and Budget.

Section 4: That this Resolution shall be in full force and effect immediately upon its adoption and approval.

PASSED AND ADOPTED by the Urban Renewal Agency of the City of Twin Falls, Idaho, on August 9, 2021.

Signed by the Chair of the Board of Commissioners and attested by the Secretary to the Board of Commissioners, on August 9, 2021.

APPROVED:

Rudy Ashenbrener, Chair

ATTEST:

By _____
Dan Brizee, Secretary

Exhibit A
Published Notice of Public Hearing

NOTICE OF PUBLIC HEARING
BUDGET FOR FISCAL YEAR 2021-22
URBAN RENEWAL AGENCY OF THE CITY OF TWIN FALLS, IDAHO

Public notice is hereby given that the Board of Directors of the Urban Renewal Agency of the City of Twin Falls, Idaho, (the Agency) will hold a public hearing for the consideration of the proposed budget for the fiscal year October 1, 2021 to September 30, 2022, pursuant to provisions of Section 50-1002, Idaho Code, said hearing to be held at the City of Twin Falls Council Chambers, Twin Falls, Idaho, at 12:00 P.M., on Monday, August 9, 2021. At said hearing any interested person may appear and show cause, if any they have, why said proposed budget should or should not be adopted.

PROPOSED EXPENDITURES

The following is an estimate set forth in said proposed budget of the total proposed expenditures and accruing indebtedness of the Agency for the fiscal period of October 1, 2021 to September 30, 2022, including the three previous fiscal years.

	2018-2019	2019-2020	2020-2021	2021-2022
	<u>Actual</u>	<u>Actual</u>	<u>Budget</u>	<u>Proposed</u>
Expenditures				
General Fund				
Management fee	\$ 208,000	\$ 208,000	\$ 208,000	\$ 208,000
Area redevelopment	355,527	\$ 337,352	\$ 1,928,616	\$ 878,530
Legal and advertising	73,589	35,705	30,000	65,000
Insurance		8,397	7,000	1,680
Professional Dev./Training	2,948	678	2,500	2,500
Contract Services			66,880	99,890
Miscellaneous	4,949	6,516	18,000	8,000
Total	645,013	596,648	2,260,996	1,263,600
Bond Fund				
Principal payments	2,111,000	2,179,000	2,241,000	2,316,000
Interest payments	2,411,024	2,283,749	2,152,313	2,016,742
Other debt service expense	3,000		3,000	3,000
Total	4,525,024	4,462,749	4,396,313	4,335,742
Redevelopment Fund				
Area redevelopment	3,586,433	196,423	699,367	2,767,788
Investment Property Costs				
Principal payments	2,848,184	2,651,943	2,939,887	2,210,000
Interest payments	142,588	113,015	90,633	58,912
Management fee				
Other Redevelopment Costs	2,500	117,380	2,000	2,000
Total	6,579,705	3,078,761	3,731,887	5,038,700
 Total expenditures	 Total \$ 11,749,742	 \$ 8,138,158	 \$ 10,389,196	 \$ 10,638,042

ESTIMATED REVENUE

The estimated revenue follows for the Agency's fiscal period October 1, 2021 to September 30, 2022. This proposed budget is subject to change at the August 9, 2021 public hearing.

Revenue

Property taxes	\$ 7,735,450	\$ 7,691,435	\$ 7,718,000	\$ 7,820,517
Other sources				
Rental and other income	175,070	16,000	165,996	30,000
Contributions - Grants		25,602		150,000
Loan Proceeds				942,700
Sale of Assets		102,250		
Interest income	141,967	73,002	105,200	4,825
Total Revenue	8,052,487	7,908,289	7,989,196	8,948,042
Cash carryovers			2,400,000	1,690,000
Total resources available	\$ 8,052,487	\$ 7,908,289	\$ 10,389,196	\$ 10,638,042

The above is a true and correct statement of the proposed expenditures and estimated revenues for Fiscal Year 2021-2022, all of which have been tentatively approved and entered at length in the Journal of Proceedings. I further Certify that the Urban Renewal Agency of the City of Twin Falls, Idaho, did give notice for said hearing with notice having been published twice at least seven (7) days apart prior to the adoption of the budget by the Board of Directors. Citizens are invited to attend the budget hearing on Monday, August 9, 2021, at 12:00 PM, and have the right to provide written or oral comments concerning the entire Agency Budget. A copy of the proposed Agency budget in detail is available at Twin Falls City Hall for inspection during regular office hours, 8:00 A.M. - 5:00 P.M.

DATED This 13th day of July, 2021.

Brent Hyatt, Assistant Finance Director

PUBLISH: Thursdays, July 29, 2021
And August 5, 2021



Date: Monday, August 9, 2021
To: Urban Renewal Agency of the City of Twin Falls
From: Jesse Schuerman, URA Engineer

ACTION ITEM

Request:

Consideration of a request to approve the bid proposal from REG Contracting, Inc. in the amount of \$33,176.00. for the 2nd Avenue Breezeway Drainage Improvements to mitigate drainage issues in the alleyway.

Background:

Per URA approval on July 13, 2020, the design was completed to mitigate drainage issues for the alleyway between the buildings at 119 2nd Avenue West and 127 2nd Avenue West. The request for bid proposals was issued on July 28th. We received one qualified bid from REG Contracting for \$33,176.00 on 8/4/2021. This bid was 2% higher than last year's engineer's estimate. Staff would like a 15% contingency on top of this amount to accommodate any potential change orders or quantity variances found during the work for a total budget authority of \$38,152.40. Attached is the estimate and the bid proposal and contract.

Approval Process:

Majority vote.

Budget Impact:

\$38,152.40

Regulatory Impact:

No regulatory impact.

Conclusion:

Staff recommends approving the Bid Proposal from REG Contracting, Inc. and giving the Chair the authorization to sign the contract for services.

Attachments:

1. REG Bid Proposal & Contract 20210804
2. 60-20-060 2ndAveBrzway Eng. Est. 20201103

BID PROPOSAL & CONTRACT

The Urban Renewal Agency of the City of Twin Falls

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

PROJECT:

2nd Avenue Breezeway Drainage Improvements

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

8:00am on August 04, 2021.

CONTRACT FOR CONSTRUCTION OF A SMALL PROJECT

This Contract is by and between The Urban Renewal Agency of the City of Twin Falls (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. 2nd Avenue Breezeway Drainage Improvements which include valley gutter and paving in the breezeway between Shoshone Street S, Gooding St. W, 2nd Avenue W, and the alleyway NE of 3rd Avenue W.

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. Drawings for the 2nd Ave. Breezeway Drainage Improvements.
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 **October 1, 2021** and completed and ready for final payment on or before **October 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.

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.

4.4 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

5.1 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 at the following unit prices for each unit of Work completed:

Item No.	Description	Unit	Estimated Quantity	Unit Price	Extended Price
201.4.1.D.1	Removal of Asphalt	SY	75	\$15.50	\$1162.50
202.4.9.A.1	Sawcut Asphalt/Concrete	LF	64	\$5.00	\$320.-
202.4.1.A.1	Excavation	SY	90	\$43.-	\$3870.-

2020 ISPMC 00522

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	Transition Concrete Valley Gutter in 5' to match Sidewalk/Alley Access				
706.4.1.B.1	Construct Concrete Valley Gutter (4' Wide) per TFSD-708	LF	122	\$52.-	\$6344.-
802.4.1.A.1	Construct Crushed Aggregate for Base Type 1 (Reference ISPMC Sec 802)	CY	80	\$60.-	\$4800.-
810.4.1.A.3	Construct Pavement Surface 2.5" Thick (Reference ISPMC Sec 810)	SY	185	\$60.-	\$11,100.-
2030.4.1.D.1	Miscellaneous Utility, Adjust to Grade	EA	5	\$1000.	\$5000.-
2010.4.1.A.1	Mobilization and Contingencies (20% Total)	EA	1	\$5529.50	\$5,529.50
Total of all extended prices for Estimated Quantities of Work					\$33,174.-
Optional Add-Alternate for Bid Item 810.4.1.A.3 Construct Pavement Surface 2.5" Thick					
705.4.1.A.1	Portland Cement Concrete Pavement Class-4000 Thickness 7 inches	Unit	Quant	Unit \$	Total \$
		SY	185		N/A
Total of add-alternate concrete paving substituting for 810.4.1.A.3 above					

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.

2020 ISPMC 00522

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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 at the following unit prices for each unit of Work completed:

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	\$ 1,000,000
b. Commercial General Liability:	
General Aggregate	\$ 2,000,000
Products - Completed Operations Aggregate	\$ 1,000,000
Personal and Advertising Injury	\$ 1,000,000
Each Occurrence (Bodily Injury and Property Damage)	\$ 1,000,000
c. Automobile Liability herein:	
Bodily Injury:	
Each Person	\$ 1,000,000
Each Accident	\$ 1,000,000
Property Damage:	
Each Accident	\$ 1,000,000
OR	
Combined Single Limit of:	\$ 1,000,000
d. Excess or Umbrella Liability:	
Per Occurrence	\$ 1,000,000
General Aggregate	\$ 2,000,000
e. Contractor's Pollution Liability:	
Each Occurrence	\$ 1,000,000
General Aggregate	\$ 1,000,000

- 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.
- F. *On all work on both the Breezeway 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.*
- G. *There is a general expectation that the Breezeway 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.*

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. The 3rd Party Tester shall provide the Engineer with Testing forms and information during construction.
- 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 _____ (which is the Effective Date of the Contract).

OWNER:

CONTRACTOR:

By: Rudy Ashenbrener

By: REG Contracting
Richard Gerhardt

Title: Chair

Title: Owner

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

Attest: _____

Attest: _____

Title: _____

Title: _____

Address for giving notices:

Address for giving notices:

203 Main Avenue East

Twin Falls, ID 83301

License No.: _____

(where applicable)

(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.)

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

City of Twin Falls URA: 2nd Avenue Breezeway Drainage Improvements
Opinion of Probable Construction Costs

Date Printed: 8/5/2021
 Last Updated: 11/2/2020

2nd Avenue Breezeway Improvements

Const. Note	ISPWC Reference	Description	Unit	Quant	Unit \$	Total \$
R2	201.4.1.D.1	Removal of Asphalt	SY	75	\$15.00	\$1,125.00
R3	202.4.9.A.1	Sawcut Asphalt/Concrete	LF	64	\$5.00	\$320.00
C1	202.4.1.A.1	Excavation	SY	90	\$15.00	\$1,350.00
C2		Transition Concrete Valley Gutter in 5' to match Sidewalk/Alley Access			Not a Pay Item	
C3	706.4.1.B.1	Construct Concrete Valley Gutter (4' Wide) per TFSD-708	LF	122	\$35.00	\$4,270.00
C7	802.4.1.A.1	Construct Crushed Aggregate for Base Type 1 (Reference ISPWC Sec 802)	CY	80	\$80.00	\$6,400.00
C8	810.4.1.A.3	Construct Pavement Surface 2.5" Thick (Reference ISPWC Sec 810)	SY	185	\$40.00	\$7,400.00
C10	2030.4.1.D.1	Miscellaneous Utility, Adjust to Grade	EA	5	\$1,250.00	\$6,250.00
	2010.4.1.A.1	Mobilization and Contingencies (20% Total)	EA	1	\$5,430.00	\$5,430.00
Opinion of Probable Costs:					\$32,545.00	