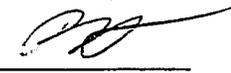


AGENDA ITEM SUMMARY

DATE: 2/28/11 DEPARTMENT: PW - Parks DEPT. HEAD SIGNATURE: 

SUBJECT: Phase 2 Design by J-U-B Engineers for the Woodside Reconstruction project.

AUTHORITY: ID Code _____ IAR _____ City Ordinance/Code _____
(IF APPLICABLE)

BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:

The attached scope of work from J-U-B Engineers covers the engineering design for the Woodside Project in total. This motion is to authorize continued design work on Task Items A – Woodside Blvd/SH – 75 Traffic Signal Design; B – Fox Acres Roundabout Design; and D – Woodside Blvd Pavement Overlay Section (Laurelwood Dr to Countryside Blvd) and appropriate Project Administration and Public Involvement work and reimbursables.

In order to maintain the project schedule for construction in 2011 we need to authorize J-U-B to continue with their design efforts. The 2012 construction design work will continue later in the year and your approval will be requested at that time. The estimated fee for this authorization is \$158,334.

FISCAL IMPACT / PROJECT FINANCIAL ANALYSIS: Caselle # _____
Budget Line Item # _____ YTD Line Item Balance \$ _____
Estimated Hours Spent to Date: _____ Estimated Completion Date: _____
Staff Contact: Tom Hellen Phone # 788-9830 Ext 14
Comments: _____

ACKNOWLEDGEMENT BY OTHER AFFECTED CITY DEPARTMENTS: (IF APPLICABLE)

___ City Attorney	___ Clerk / Finance Director	___ Engineer	___ Building
___ Library	___ Planning	___ Fire Dept.	_____
___ Safety Committee	___ P & Z Commission	___ Police	_____
___ Streets	___ Public Works, Parks	___ Mayor	_____

RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD:

Motion to authorize J-U-B Engineers to proceed with Phase 2 design work on the 2011 construction projects and authorize the Mayor to sign a contract addendum upon review and approval by the City Attorne

ADMINISTRATIVE COMMENTS/APPROVAL:

City Administrator _____ Dept. Head Attend Meeting (circle one) Yes No

ACTION OF THE CITY COUNCIL:

Date _____

City Clerk _____

FOLLOW-UP:

*Ord./Res./Agmt./Order Originals: Record

Copies (all info.):

Instrument # _____

*Additional/Exceptional Originals to: _____

Copies (AIS only)

Draft 12-30-03

City of Hailey Project Manager: Tom Hellen
J-U-B Project Manager: Lori Labrum
Project #: 83-10-043
Project Name: Woodside Blvd Reconstruction Project
Project Location: Hailey, Idaho
Project Description: Intersection Improvement Project - Final Design
Agency: City of Hailey
Date: 2/22/11

EXECUTIVE SUMMARY

The tasks outlined in this scope of services focus on “Phase 2” design services, which supplement the “Phase 1” scope, contained in the original contract and generally included:

Phase 1

- Development of “30% preliminary plans” for the entire corridor including preliminary evaluation of drainage issues, potential utility relocations, roadway capacity analysis and evaluation.
- Completion of initial public involvement.
- Topographic surveying for the entire corridor.
- 50% preliminary design plans for a proposed roundabout at Fox Acres Way / Woodside Boulevard Intersection.
- Conceptual layout for the proposed signal at SH-75 / Woodside Boulevard.

This scope (Phase 2) will build upon the initial design and public involvement outlined above to develop final construction plans, specification, and estimate for constructing improvements for Woodside Boulevard from Fox Acres Road to SH-75. Construction documents will be completed in accordance with City of Hailey Standard Specifications and Details and supplemented by Idaho Department of Transportation (ITD) standards as necessary. Plans will be prepared in AutoCAD format. ITD standard plan format requirements will not be used on this project and it is anticipated that the City of Hailey will administer the bidding of the construction documents.

For the purposes of this scope of services, it is anticipated that review and approval of the plans will be performed by both the City and the Federal Highway Administration (FHWA) in accordance with the Tiger II grant agreement between the City and FHWA. Plans will be completed on 11”x17” size sheets.

It is anticipated that final design services will include a 75% submittal to the City and FHWA in addition to a final “PS&E” submittal package.

The tasks outlined in this scope of services generally include:

Phase 2

- Final design and development of final roadway construction plans for Woodside Boulevard including intermediate submittals to the City and FHWA at both 75% and Final (PS&E) Design stages.
- For the purpose of providing bidding flexibility, this scope and estimate includes the preparation of four separate plan packages. The Work Plan below describes the activities associated with the preparation of each plan package. The estimate is organized to show the cost associated with the preparation of each of the following plan packages:
 - SH 75/Woodside Blvd Traffic Signal
 - Fox Acres Road/Woodside Blvd Roundabout
 - North Woodside Blvd (Baldy View Drive to Laurelwood Drive) and South Woodside (Countryside Blvd to SH-75) Roadway Design
 - Woodside Pavement Overlay Section (Laurelwood Drive to Countryside Blvd)
- Final drainage design and preparation of drainage construction plans.
- Utility design / coordination with utility companies within the corridor for potential utility relocations.
- Final design and development of construction plans for a new traffic signal at the intersection of Woodside Boulevard and SH-75.
- Final design and development of construction plans for intersection improvements at Fox Acres Road / Woodside Boulevard, which is anticipated to be a roundabout intersection.
- Completion of an environmental document for the project in accordance with the NEPA process (for the purposes of estimating level of effort the environmental document is assumed to be a Categorical Exclusion).
- On-going public involvement throughout the design process and preparation of environmental document.
- Preparation of Construction Documents shall conform to FHWA approved procedures and specifications using the current edition of ISPWC and City of Hailey construction specifications which may be modified to meet FHWA standards.
- Preparation of construction estimated opinion of probable cost.
- On-going coordination with City, State, and Federal jurisdictions throughout the design of the project.

The work does not include the following:

- Additional right of way is not anticipated for this project. Legal descriptions and exhibits for temporary and/or permanent construction easements (if needed) will be negotiated as an additional services following approval of Phase 2 design services.
- Construction Engineering services are not included as a part of this scope of work.

PHASE "2" WORK PLAN

The following task items are anticipated and proposed to be completed for Phase "2" design scope of services.

A. Woodside Blvd / SH - 75 Traffic Signal Design

A traffic signal is proposed for Woodside Boulevard and SH-75 and will be designed in accordance with ITD requirements and specifications. Plans will be prepared showing the intersection geometry, pole and mast arm locations, signal heads, and phasing diagrams. Wiring / conduit diagrams will also be designed and shown on the construction plans in accordance with ITD requirements. J-U-B will coordinate with the ITD District 4 traffic engineer during the design for their review and approval of the signal design and drawings. ITD standard drawings will be used for typical details including cabinet layout, foundations, etc.

1. Prepare Signal Layout and Phasing Sheet
2. Prepare Signal Wiring and Conduit Plan
3. ITD District 4 Coordination
4. Prepare Signal Detail Sheets
5. Prepare Construction Traffic Control Sheets
6. Prepare Construction Cost Estimate
7. Signal Specifications

Deliverables:

- Plan sheet showing signal geometric layout and intersection striping requirements
- Plan sheet showing signal phasing and conduit locations
- ITD standard signal construction detail sheets
- 75% Plan Package Submittal
- PS&E Plan Package Submittal

B. Fox Acres Roundabout Design

Based on design computations and traffic modeling completed as a part of Phase 1 preliminary design, J-U-B will prepare intersection improvement plans for the Fox Acres / Woodside Boulevard intersection. It is anticipated that the proposed improvements for this intersection will include construction of a new roundabout. The intersection plan will include horizontal and vertical geometry and approach details showing the limits of roundabout construction. Signing and striping for the roundabout will be prepared in accordance with MUTCD recommendations and shown on the construction documents as a part of this task.

1. Prepare Horizontal and Vertical Design
2. Prepare Landscape and Irrigation Design
3. Prepare Roundabout Detail Sheet

4. Prepare Construction Traffic Control
5. Prepare Construction Cost Estimate

Deliverables:

- Intersection horizontal control drawing including signing and striping requirements
- Intersection vertical control drawing depicting final design grades
- Detail sheet(s) pertaining to roundabout construction requirements
- Sewer manhole installation and extensions
- 75% Plan Package Submittal
- PS&E Plan Package Submittal

C. North and South Woodside Blvd Design

Each of the activities below is required in conjunction with development of the Woodside Blvd plan package. The limits for the North Woodside Blvd package are Fox Acres Road to SH-75 with the exception of approximately 2,200 linear feet of roadway near Countryside Boulevard that will receive a pavement overlay section and be bid as a separate package.

1. Prepare Utility Plans / Utility Company Coordination

J-U-B will coordinate with affected utilities within the corridor based on information obtained from Phase 1 and will prepare “draft” utility plans showing the location of existing utilities and any proposed relocations that will be required as a part of the roadway improvements. These utility plans will be forwarded to the utility companies for their review and verification that the utilities are accurately depicted. It is anticipated that these plans will also be used by the utility companies in preparing “in-house” construction documents for relocating their respective utilities as necessary.

Deliverables:

- Written minutes of conversations with utility companies
- Draft Utility Plans sent to the utility companies
- Copies of the Draft Utility Plan Submittal Letters
- Copies of information and documents received from utilities

2. Drainage Design / Drainage Plans and Details

The conceptual drainage evaluation completed in Phase 1 will be expanded and included in final design plans. It is anticipated that all drainage in the corridor will be handled through either drywells or landscape swales (if applicable). Catch basins, storm drain piping, and drywells will be sized based on drainage runoff computations previously completed in Phase 1 and shown on the roadway construction plans. Construction details for the drainage improvements will be developed as needed to supplement City of Hailey and ITD standard details.

Deliverables:

- Finalized drainage computations sealed by a licensed professional engineer
- 75% drainage plans
- 75% drainage details

3. Roadway Plan and Profile Construction Plan Sheets

Final roadway construction plans will be developed based on input / design comments received from the City on the conceptual design plans submitted as a part of Phase 1 design tasks. Roadway plans will include horizontal alignment and vertical profile data designed in accordance with City of Hailey and AASHTO requirements for a collector roadway. Design features including the existing right of way, connection requirements to existing driveways, curb/gutter, bike lanes, sidewalks, mailbox relocations, bus stop pullouts, etc. will be included on the construction documents. Bid items matching City of Hailey / Idaho Standards for Public Works Construction (ISPWC) will be used on the plan sheets to identify pay item requirements for construction.

Deliverables:

- Roadway plan and profile sheets

4. Prepare Intersection Details

There are approximately 28 street intersections along Woodside Boulevard (not including Fox Acres Drive or SH-75). Detail plan views of each of these intersections will be prepared at larger scale drawings to show curb returns, and detailed vertical transition requirements to match existing surface conditions of the approach streets. Horizontal and vertical control including finish grades, station and offset for the transitions / curb returns will be shown. It is anticipated that detail drawings will include two intersections per sheet resulting in 14 detail sheets.

Deliverables:

- 14 enlarged scale intersection detail plan sheets

5. Driveway Approaches / Details

Driveway connections will be generally detailed on the roadway plan and profile sheets; however, it is anticipated that several driveways will require additional grading / transitions based on the widened roadway typical section. Plan view detail sheets showing limits of construction including temporary construction easements will be prepared and included within the construction documents. It is anticipated that up to 25 driveways will be included in these detail sheets. Several of the commercial properties on the southern portion of the corridor (near SH-75) currently have limited access control with sections of pavement that connect directly to the Woodside Boulevard Roadway section. This task item will

include design of new concrete driveway approaches to these properties in addition to evaluation of potential drainage impacts associated with the addition of the sidewalks / approaches.

Deliverables:

- Enlarged scale detail sheets showing driveway transitions and grades for driveways for up to 25 driveways

6. Prepare Typical Sections

Based on input received from the public involvement completed as a part of Phase 1, preliminary design, and recommendations from the project geotechnical engineer, the typical roadway sections will be finalized and included in the construction documents. The typical sections will include dimensional details for the proposed roadway structural section (i.e. pavement section thickness) as well as travel lane, bike path, and sidewalk configurations within the corridor.

Deliverables:

- Roadway typical section sheet

7. Landscape Alternatives and Cost Estimates

This task includes the preparation of three potential landscape planting alternatives for the buffer area along Woodside Blvd. Once the alternatives have been prepared, a cost estimate for installation and maintenance will be prepared and submitted for review by the City. This task also includes the preparation of illustrative hand sketches representative of each of the proposed alternatives.

Deliverables:

- Landscape Alternative Study
- Three Hand Sketches Representing the Landscape Alternatives

8. Signing / Striping Plans

Signing and Striping plans for the roadway and intersections will be prepared in accordance with City of Hailey and MUTCD standards and recommendations. Plans will include station and offset for sign locations, striping limits, striping symbols, and striping details.

Deliverables:

- Signing and Striping Plans

9. Construction Traffic Control Plans

Construction traffic control plans including construction phasing requirements will be prepared for review and approval by the City as a part of this task. Limits of

road closure, detours, locations of traffic delineators, and details will be included within the construction plans.

Deliverables:

- Overall Construction Phasing Plans
- Detour / Roadway Closure Plans
- Traffic control details

10. Calculate Roadway Quantities

Bid pay item roadway quantities will be calculated for inclusion with the bid form. Pavement section quantities will be calculated from the typical sections. Pay items will generally conform to City of Hailey / ISPWC designated bid items and supplemented with special provision bid items as needed.

Deliverables:

- Excel Spreadsheet printout summarizing bid items and quantities
- Roadway quantity support computations

11. Erosion and Sediment Control Plan / Storm Water Pollution Prevention Plan (SWPPP)

J-U-B will prepare an erosion and sediment control plan to be included in the construction documents. The plan will include best management practices for protecting existing drainage features, locations for fiber wattle / silt fence installations, concrete clean out locations, BMP details, etc. A SWPPP will be prepared and submitted to the City for review and comment as a part of this task. It is assumed that the contractor will refine and revise the SWPPP as necessary and apply for applications.

Deliverables:

- Erosion / Sediment Control Plan
- BMP details
- SWPPP

12. Prepare Supplemental Specifications

The project will be designed using City of Hailey supplements to the ISPWC for technical specifications and bid documents for contracting purposes. ITD construction specifications will also be used for construction items within SH-75 right of way including the traffic signal. Supplemental specifications will be completed for “non-standard” construction items that are not found within either ISPWC or ITD construction specifications.

Deliverables:

- Supplemental Specifications

- 75% contract documents

13. Prepare Estimated Opinion of Probable Construction Cost

An estimated opinion of probable construction cost will be prepared and submitted to the City for review as a part of the 75% design package.

Deliverables:

- Excel spreadsheet printout showing bid item quantities, unit prices, and a summary of the estimated opinion of probable construction cost for the project.

14. Internal QA/QC Review

The assembled 75% design package will receive a quality control check by J-U-B design experts. Redline changes will be discussed and modifications made to the plans, specifications, and estimate as needed and documentation will occur in the project file.

Deliverables:

- None

15. Assemble and Submit 75% Design Package to City for Review

The plan package for the 75% City review will be assembled and submitted to the City and FHWA for review and comment. J-U-B will submit five (5) copies of the final design package to the City for distribution.

Deliverables:

- (5) Copies of the 75% plan package including plans, specifications, and construction estimate.

16. Attend 75% Design Review Meeting with City

J-U-B's project manager and lead design engineer will meet with the City to review City and FHWA comments to the 75% design submittal. J-U-B will prepare minutes from the meeting for distribution to the City and design team and for inclusion in the project file. All redline comments will be summarized in tabular form and written responses to each comment will be provided.

Deliverables:

- Minutes from the design review meeting
- Summarized list of redline comments including proposed resolutions to each comment

17. Incorporate City Comments into Final PS&E Plans

Based on any comments received, changes to the project plans will be made following the 75% design review meeting.

18. Finalize Plans

Roadway construction plans, utility plans, signing / striping plans, erosion and sediment control plans, signal plans, intersection details, etc. will be taken from 75% to a final PS&E design level following the 75% plan review meeting.

19. Update Quantities / Opinion of Probable Construction Cost

Roadway quantities and the construction cost estimate will be updated between the 75% and final design / PS&E submittal. The updated construction cost estimate will be forwarded to the City Staff for review ahead of the final design submittal.

20. Prepare Final PS&E Package / QC Review

The PS&E package will be assembled and J-U-B will perform a quality control check. Redline changes will be discussed and modifications made to the plans, specifications, and estimate as needed and documentation will occur in the project file.

21. Submit PS&E Package to City and FHWA

The final PS&E package will be submitted to the City and FHWA for review and advertisement. The package will include plans, specifications and construction estimate as well as items typically included in a construction resident's file for use by the City / Inspectors during construction administration.

Deliverables:

- PS&E plans
- PS&E level Opinion of Probable Construction Cost

22. Bidding Assistance

J-U-B will assist the City during the bidding phase of the project. J-U-B's project manager and lead project engineer will attend the pre-bid meeting walk through and prepare notes that will be used to address contractor questions in the form of a bid addendum. In addition to the pre-bid meeting, this task anticipates eight hours of project manager time and 16 hours of project engineer time to address contractor / city questions and prepare bid addendum(s) if necessary.

Deliverables:

- Pre-bid meeting minutes
- Bid Addendum(s) if needed

D. Woodside Boulevard Pavement Overlay Section (Laurelwood Drive to Countryside Blvd)

This scope item includes development of final plans, specifications, and cost estimate for approximately 2,210 linear feet of Woodside that will primarily be constructed as a pavement overlay to the existing pavement section. As a part of this work, new curb, gutter, sidewalk, and drainage facilities will also be constructed within the limits of this package. This section of Woodside will be bid as a separate package to the remainder of Woodside Boulevard. The following tasks are included within this section of the scope of services.

1. Prepare Utility Plans / Utility Company Coordination

J-U-B will coordinate with affected utilities within the corridor based on information obtained from Phase 1 and will prepare “draft” utility plans showing the location of existing utilities and any proposed relocations that will be required as a part of the roadway improvements. These utility plans will be forwarded to the utility companies for their review and verification that the utilities are accurately depicted. It is anticipated that these plans will also be used by the utility companies in preparing “in-house” construction documents for relocating their respective utilities as necessary.

Deliverables:

- Written minutes of conversations with utility companies
- Draft Utility Plans sent to the utility companies
- Copies of the Draft Utility Plan Submittal Letters
- Copies of information and documents received from utilities

2. Drainage Design / Drainage Plans and Details

The conceptual drainage evaluation completed in Phase 1 will be expanded and included in final design plans for this section of Woodside Boulevard. Preliminary design indicates that (2) drainage basin drywells with catch basins will be required within this section of the corridor. Catch basins, storm drain piping, and drywells will be sized based on drainage runoff computations previously completed in Phase 1 and shown on the roadway construction plans. Construction details for the drainage improvements will be developed as needed to supplement City of Hailey and ITD standard details.

Deliverables:

- 75% drainage plans
- 75% drainage details

3. Roadway Plan and Profile Construction Plan Sheets

Final roadway construction plans will be developed based on input / design comments received from the City on the conceptual design plans submitted as a part of Phase 1 design tasks. Roadway plans will include horizontal alignment and existing vertical profile data. Design features including the existing right of way,

connection requirements to existing driveways, curb/gutter, bike lanes, sidewalks, mailbox relocations, bus stop pullouts, etc. will be included on the construction documents. Existing sidewalk and existing curb and gutter, primarily on the west side of Woodside that will remain will be shown on the plans as well as transition requirements for matching those existing features. Bid items matching City of Hailey / Idaho Standards for Public Works Construction (ISPWC) will be used on the plan sheets to identify pay item requirements for construction.

Deliverables:

- Roadway plan and profile sheets

4. Prepare Intersection Details

There are approximately 4 street intersections along this section of Woodside Boulevard (including Countryside Boulevard). Detail plan views of each of these intersections will be prepared at larger scale drawings to show curb returns, and detailed vertical transition requirements to match existing surface conditions of the approach streets. Horizontal and vertical control including finish grades, station and offset for the transitions / curb returns will be shown. It is anticipated that detail drawings will include two intersections per sheet resulting in 2 detail sheets.

Deliverables:

- 2 enlarged scale intersection detail plan sheets

5. Driveway Approaches / Details

Driveway connections will be generally detailed on the roadway plan and profile sheets; however, it is anticipated that some driveways will require additional grading / transitions based on the widened roadway typical section. Plan view detail sheets showing limits of construction including temporary construction easements will be prepared and included within the construction documents. It is anticipated that up to 10 driveways will be included in these detail sheets.

Deliverables:

- Enlarged scale detail sheets showing driveway transitions and grades for driveways for up to 10 driveways

6. Prepare Typical Sections

Based on recommendations from the project geotechnical engineer, the typical roadway sections will be finalized and included in the construction documents. The typical sections will include dimensional details for the proposed roadway structural section (i.e. overlay pavement section thickness) as well as travel lane, bike path, and sidewalk configurations within the corridor. Preliminary geotechnical evaluation indicates that a short section of roadway within this corridor (Station 65+80 to Station 67+60) is not conducive to pavement overlay and

will require a full pavement section reconstruction which will be included in the typical section plan sheet.

Deliverables:

- Roadway typical section sheet

7. Signing / Striping Plans

Signing and Striping plans for the roadway and intersections will be prepared in accordance with City of Hailey and MUTCD standards and recommendations. Plans will include station and offset for sign locations, striping limits, striping symbols, and striping details.

Deliverables:

- Signing and Striping Plans

8. Construction Traffic Control Plans

Construction traffic control plans including construction phasing requirements will be prepared for review and approval by the City as a part of this task. Limits of road closure, detours, locations of traffic delineators, and details will be included within the construction plans.

Deliverables:

- Detour / Roadway Closure Plans
- Traffic control details

9. Calculate Roadway Quantities

Bid pay item roadway quantities will be calculated for inclusion with the bid form. Pavement section quantities will be calculated from the typical sections. Pay items will generally conform to City of Hailey / ISPWC designated bid items and supplemented with special provision bid items as needed.

Deliverables:

- Excel Spreadsheet printout summarizing bid items and quantities
- Roadway quantity support computations

10. Erosion and Sediment Control Plan / SWPPP

J-U-B will prepare an erosion and sediment control plan to be included in the construction documents. The plan will include best management practices for protecting existing drainage features, locations for fiber wattle / silt fence installations, concrete clean out locations, BMP details, etc. A SWPPP for this section of roadway will be prepared and submitted to the City for review and comment as a part of this task. It is assumed that the contractor will refine and revise the SWPPP as necessary and apply for applications.

Deliverables:

- Erosion / Sediment Control Plan
- BMP details
- SWPPP

11. Prepare Supplemental Specifications

The project will be designed using City of Hailey supplements to the ISPWC for technical specifications and bid documents for contracting purposes. Supplemental specifications will be completed for “non-standard” construction items that are not found within either ISPWC or ITD construction specifications.

Deliverables:

- Supplemental Specifications
- 75% contract documents

12. Prepare Estimated Opinion of Probable Construction Cost

An estimated opinion of probable construction cost will be prepared and submitted to the City for review as a part of the 75% design package.

Deliverables:

- Excel spreadsheet printout showing bid item quantities, unit prices, and a summary of the estimated opinion of probable construction cost for the project.

13. Internal QA/QC Review

The assembled 75% design package will receive a quality control check by J-U-B design experts. Redline changes will be discussed and modifications made to the plans, specifications, and estimate as needed and documentation will occur in the project file.

Deliverables:

- None

14. Assemble and Submit 75% Design Package to City for Review

The plan package for the 75% City review will be assembled and submitted to the City and FHWA for review and comment. J-U-B will submit five (5) copies of the final design package to the City for distribution.

Deliverables:

- (5) Copies of the 75% plan package including plans, specifications, and construction estimate.

15. Attend 75% Design Review Meeting with City

J-U-B's project manager and lead design engineer will meet with the City to review City and FHWA comments to the 75% design submittal. It is anticipated that the 75% review will occur simultaneously with the 75% review for the North / South Woodside Boulevard Construction package. J-U-B will prepare minutes from the meeting for distribution to the City and design team and for inclusion in the project file. All redline comments will be summarized in tabular form and written responses to each comment will be provided.

Deliverables:

- Minutes from the design review meeting
- Summarized list of redline comments including proposed resolutions to each comment

16. Incorporate City Comments into Final PS&E Plans

Based on any comments received, changes to the project plans will be made following the 75% design review meeting.

17. Finalize Plans

Roadway construction plans, utility plans, signing / striping plans, erosion and sediment control plans, signal plans, intersection details, etc. will be taken from 75% to a final PS&E design level following the 75% plan review meeting.

18. Update Quantities / Opinion of Probable Construction Cost

Roadway quantities and the construction cost estimate will be updated between the 75% and final design / PS&E submittal. The updated construction cost estimate will be forwarded to the City for review ahead of the final design submittal.

19. Prepare Final PS&E Package / QC Review

The PS&E package will be assembled and J-U-B will perform a quality control check. Redline changes will be discussed and modifications made to the plans, specifications, and estimate as needed and documentation will occur in the project file.

20. Submit PS&E Package to City and FHWA

The final PS&E package will be submitted to the City and FHWA for review and advertisement. The package will include plans, specifications and construction estimate as well as items typically included in a construction resident's file for use by the City / Inspectors during construction administration.

Deliverables:

- PS&E plans
- PS&E level Opinion of Probable Construction Cost

21. Bidding Assistance

J-U-B will assist the City during the bidding phase of the project. J-U-B's project manager and lead project engineer will attend the pre-bid meeting walk through and prepare notes that will be used to address contractor questions in the form of a bid addendum. In addition to the pre-bid meeting, this task anticipates eight hours of project manager time and 8 hours of project engineer time to address contractor / city questions and prepare bid addendum(s) if necessary.

Deliverables:

- Pre-bid meeting minutes
- Bid Addendum(s) if needed

E. Public Involvement

The Langdon Group anticipates several factors will be essential to working with stakeholders during Final Design of the Woodside Boulevard project:

- i. Coordination with property owners/residents/businesses through final design.
- ii. Identify public issues to be addressed in the design.
- iii. Provide project updates about the citizens' roles in the process.
- iv. Coordinate with project team for stakeholder communication through final design process.

1. Public Involvement and Information Materials

The Langdon Group (TLG) will provide information pieces to inform stakeholders of anticipated impacts, project schedule, upcoming citizen information meeting(s), and to educate property owners about right-of-way issues. As appropriate, the format may be a newsletter, project information sheet, FAQ sheet or post card; this format may be dictated in part by amount of content and/or project schedule/milestones. TLG to build upon existing format and language already created in Preliminary Design phase, coordinate content and revisions with, and submit for approval to, City staff.

These information materials may be distributed through direct mail, email, meetings, door-to-door visits and other appropriate venues. TLG will provide all materials to the City for updates to City website.

Assumptions:

- TLG to provide layout/design, printing and manage direct mail
- All materials will be available in both English and Spanish versions

Deliverables:

- Up to two project updates (sent via mail or door-to-door distribution as appropriate)
- Updates for City website (provided as PDFs)

2. Communication with Stakeholders

TLG will maintain direct communication with stakeholders to provide consistency of communication flow from the Preliminary Design Phase. Respond to stakeholder inquiries; send email updates; maintain communication through personal visits, phone and/or email.

Deliverables:

- Email project updates to stakeholders
- Respond to individual stakeholder emails/public comments
- Ongoing coordination with engineering staff
- Ongoing stakeholder availability
- Prepare up to two additional mailings/print updates as requested by city staff

3. Stakeholder Database

TLG will update the database of stakeholders established during Preliminary Design phase. Update contacts and project participants to track concerns, issues and interactions.

Deliverables:

- Updated Stakeholder Database (reports provided in Microsoft Excel format; ongoing stakeholder interactions to be tracked and documented via Access database)
- Comment matrix and preparation of documents for inclusion in environmental document.
- Generate interim reports (reports provided in Microsoft Excel or PDF format; ongoing stakeholder interactions to be tracked and documented via Access database)

4. Media Relations Support

TLG will assist with and coordinate media efforts with City personnel. Prepare news releases for City distribution, which may include announcements of appropriate project milestones. TLG will also prepare staff talking points for any media appearance or interview.

Deliverables:

- News releases drafted for City distribution as necessary (up to four releases)

5. Public Involvement Documentation and Evaluation

TLG will incorporate into the Public Involvement Plan methods for evaluating the process throughout the project. At the conclusion of the project, TLG will compile and distribute a post-project report that includes an overview of public information/public involvement activities from the beginning to end of the project.

Deliverables:

- An overview of public involvement activities conducted
- Record of all stakeholder contacts
- Public involvement evaluation based on goals identified in PI plan
- Respond to individual stakeholder comments

6. Door to Door Visits prior to Public Meeting

TLG will complete door-to-door visits to residences and businesses along Woodside Blvd from Fox Acres Road to SH 75. They will distribute notices for the Public Meetings and provide general information about the project to these stakeholders. Any concerns or questions raised during the visits will be relayed to the project team to be addressed.

7. Presentation to Woodside Elementary Parent Teacher's Association

TLG and the J-U-B team will prepare for and present an overview of the Woodside Blvd project to the PTA of Woodside Elementary.

8. City Staff Coordination and Communication

Attend meetings and participate in conference call. Provide support documents to aide city staff in communications with members of the public and City Council. This task includes close coordination with internal JUB Engineering and Environmental staff, as well as ongoing communication with City staff.

- Project key issues paper
- Schedule overview of public involvement activities (to date and projected)
- Attend team meetings
- Participate in team conference calls
- Facilitate and support team member communications as needed

F. Project Administration

J-U-B will coordinate with both the City and FHWA throughout the final design project development process. Management of design issues and overall project progression, coordination with stakeholders, monitoring of scope, cost and

schedule and prompt response to issues and concerns will be on going throughout the project development process.

The project will be monitored monthly, electronic project files will be maintained, project management provided and the project team will be coordinated throughout the final design / PS&E phase.

1. Progress Meetings

This task includes bi-weekly telephone conference calls (meetings) between the City Engineer, J-U-B Project Manager and Project Engineer. At these meetings, project issues will be discussed and action plans determined. Updates from key team members will be presented. Minutes of these meetings will be recorded and stored in the project files. Action items will be tracked from meeting to meeting. Budget and schedule updates will be addressed once a month. This task also includes internal team progress meetings and a project team kickoff meeting. The kickoff meeting includes attendance by all disciplines.

Deliverables:

- Meeting minutes will be distributed via e-mail to team members within three days

2. Project Management and Team Coordination

• FHWA Coordination Meetings

J-U-B will periodically meet with the Division Office of FHWA in Boise, ID to coordinate drawing reviews, Environmental Document reviews and overall project status.

• FHWA Weekly Report Preparation

J-U-B will prepare a weekly status report on an FHWA form. This weekly update will be provided to the City of Hailey for review and submittal to FHWA.

3. City Council Meetings

- J-U-B will prepare project drawing exhibits and the primary project team will attend three (3) City Council Meetings throughout the course of the project. The project team will provide technical support for City Staff as well as provide project package overview for Council Approval.
 - Landscape Alternative Council Presentation
 - Roundabout/Overlay/Traffic Signal 75% Design Council Presentation
 - North Woodside & South Woodside 75% Design Council Presentation

G. Estimated Schedule of Major Milestones

- 30% Design Completion - January 28, 2011
- Public Meetings - January 26, 2011 - January 27, 2011
- NEPA Approval - March 1, 2011
- Final Design Approval Roundabout/Overlay/Traffic Signal - April 15, 2011
- PS&E Approval for Roundabout/Overlay/Traffic Signal - May 20, 2011
- Award Construction Contract for Roundabout/Overlay/Traffic Signal - July 2011
- Final Design Approval for North and South Woodside Blvd - October 2011
- PS&E Approval for North and South Woodside Blvd - January 2012
- Award Construction for North and South Woodside Blvd - March 2012

Woodside Boulevard Reconstruction Project

Phase II - Final Design

Hailey, Idaho

2/24/11

PHASE II - FINAL DESIGN		
SUMMARY OF PROFESSIONAL SERVICES LABOR FEES		
A.	SH-75 SIGNAL DESIGN AND PLANS	\$24,994
B.	FOX ACRES INTERSECTION / ROUNDABOUT DESIGN	\$26,584
C.	NORTH & SOUTH WOODSIDE BOULEVARD RECONSTRUCTION	\$188,877
D.	WOODSIDE BOULEVARD PAVEMENT OVERLAY	\$49,736
E.	PUBLIC INVOLVEMENT	
	Public Involvement Roundabout/Overlay/Traffic Signal	\$26,082
	Public Involvement North & South Woodside Blvd	\$39,124
F.	PROJECT ADMINISTRATION	
	Project Administration Roundabout/Overlay/Traffic Signal	\$19,866
	Project Administration North & South Woodside Blvd	\$29,799
TOTAL LABOR COSTS:		\$405,062
REIMBURSABLES		
	TRAVEL COSTS: MILEAGE, AND AIRFARE	\$3,500
	PRINTING:	\$2,500
	ADDITIONAL TOPOGRAPHIC SURVEY:	\$13,200
	ADDITIONAL GEOTECHNICAL EVALUATION (DRYWELLS):	\$1,980
	MAILINGS:	\$1,000
	PER DIEM:	\$5,500
TOTAL REIMBURSABLES:		\$27,680
TOTAL PROPOSED FEE: \$432,742		

Woodside Boulevard Reconstruction Project
 Phase II - Final Design
 Halley, Idaho
 2/24/2011

TASK DESCRIPTION	QA/QC	Project Manager	Project Engineer	Traffic Engineer	Senior Designer	Engineer/Designer	Drafter	Landscape Arch.	Drainage Engineer	Public Involvement	Clerical	TOTAL
	\$168	\$150	\$120.00	\$110.00	\$115.00	\$90.00	\$75.00	\$100.00	\$120.00	\$109.50	\$50	
PHASE II - FINAL DESIGN												
A. SH-75 SIGNAL DESIGN AND PLANS												
Prepare Signal Geometry & Phasing Sheet		2		16			16					\$3,260
Prepare Signal Wiring / Conduit Plan		2		16			16					\$3,260
Coordinate with District 4 Traffic Engineer		4										\$600
Prepare Signal Detail Sheets		2		16			16					\$3,260
Prepare Construction Traffic Control Sheets		2		8			12					\$2,080
Prepare Construction Cost Estimate		2		4								\$740
Prepare "Front End" Contract Documents and Specifications		2		8							2	\$1,280
Assemble and submit 75% construction package	4	2		8			10				1	\$2,652
Address Review Comments and Finalize Plans		2		16			16					\$3,260
Assemble and submit PS&E construction package	4	2		8			12				1	\$2,802
Attend Pre-Bid Meeting / Bid Coordination with City		12										\$1,800
	8	34	0	100	0	0	98	0	0	0	4	
	\$1,344	\$5,100	\$0	\$11,000	\$0	\$0	\$7,350	\$0	\$0	\$0	\$200	\$24,994
TOTAL PROPOSED FEE - SH-75 Signal Design: \$24,994												

TASK DESCRIPTION	QA/QC	Project Manager	Project Engineer	Traffic Engineer	Senior Designer	Engineer/Designer	Drafter	Landscape Arch.	Drainage Engineer	Public Involvement	Clerical	TOTAL
	\$168	\$150	\$120.00	\$110.00	\$115.00	\$90.00	\$75.00	\$100.00	\$120.00	\$109.50	\$50	
PHASE II - FINAL DESIGN												
B. FOX ACRES ROUNDABOUT DESIGN												
Prepare Roundabout Horizontal and Vertical Design and Plan Set		4	24	8	24		24					\$8,920
Prepare Roundabout Detail Sheet		4	12	2	16		24					\$5,900
Prepare Construction Traffic Control Sheets		4	12	12	8							\$2,960
Prepare Intersection Construction Cost Estimate		2	6									\$1,020
Prepare "Front End" Contract Documents and Specifications		2		8								\$1,220
Assemble and submit 75% construction package	4	2	2	2			4					\$1,512
Address Review Comments and Finalize Plans		2	2	2			16					\$1,740
Assemble and submit PS&E construction package	4	2	2	2			4					\$1,512
Attend Pre-Bid Meeting / Bid Coordination with City		12										\$1,800
	8	34	60	10	56	0	72	0	0	0	0	
	\$1,344	\$5,100	\$7,200	\$1,100	\$6,440	\$0	\$5,400	\$0	\$0	\$0	\$0	\$26,584
TOTAL PROPOSED FEE - FOX ACRES ROUNDABOUT DESIGN: \$26,584												
REIMBURSABLES												

Woodsde Boulevard Reconstruction Project
 Phase II - Final Design
 Hailey, Idaho
 2/24/2011

TASK DESCRIPTION		QA/QC Manager \$168	Project Engineer \$120.00	Traffic Engineer \$110.00	Senior Designer \$115.00	Engineer/Designer \$90.00	Drafter \$75.00	Landscape Arch. \$100.00	Drainage Engineer \$120.00	Public Involvement \$109.50	Clerical \$50	TOTAL
PHASE II - FINAL DESIGN												
C. NORTH AND SOUTH WOODSIDE SUBMITTAL PACKAGE												
1.	Prepare Utility Plans / Utility Plan Coordination					8						\$720
	Final Coordination with Utility Companies		16			16						\$4,560
	Prepare Utility Relocation Plans for Review by Utility Companies		8			16						\$4,272
	Finalize Utility Plans	4										
2.	Drainage Design / Drainage Plans and Details					16			16			\$3,840
	Finalize Drainage Computations		4			20			24			\$6,960
	Prepare 75% Drainage Plan Sheets		4			16			16			\$5,040
	Prepare Drainage Detail Sheets		4									
3.	Roadway Plan and Profile Construction Plan Sheets					80						\$22,812
	Develop Final Plan and Profile Sheets	4	16	20	20	80						\$3,960
	Calculate Intersection Details		4			16						\$4,650
	Prepare Intersection Plan and Detail Sheets (6 Sheets Anticipated)		8			30						
5.	Driveway Approaches / Details					20						\$5,280
	Calculate / Design Driveway Grades	4	24			20						\$6,780
	Prepare Driveway Approach Detail Sheets	4	24			20						\$10,500
	Sidewalk Revisions & Parking Alternatives	16	40			20						
6.	Prepare Typical Sections					8						\$2,880
	Finalize Typical Roadway Sections	2	8			12						
7.	Landscape Design											
	Landscape Alternative Study	8	8			10		40				\$6,910
	Prepare Landscape Alternative Hand Sketches for Council Mtg	8	8			45		40				\$9,535
	Coordinate with Design Team on Landscaping Requirements	4	4					24				\$3,480
	Participate on Artist Selection Committee							16				\$1,600
8.	Signing / Striping Plans											
	Prepare Signing / Striping Plans		8	16								\$3,620
	Prepare Signing / Striping Detail Sheets		4	16								\$3,440
9.	Construction Traffic Control Plans											
	Evaluate Construction Phasing Requirements	2	16									\$2,220
	Prepare Construction Traffic Control Plans	2	8	32								\$7,180
	Coordinate with City Staff	2	4									\$760
10.	Calculate Roadway Quantities											
	Calculate Roadway Quantities	2	16									\$2,220
11.	Erosion and Sediment Control Plan / SWPP											
	Prepare Erosion / Sediment Control Plans		16			12						\$3,900
	Prepare BMP Detail Sheets		8			12					4	\$2,940
	Prepare SWPPP		8									\$1,160
12.	Prepare Supplemental Specifications											
	Prepare Supplemental Specifications	2	12		24							\$4,700

TASK DESCRIPTION	QA/QC	Project Manager	Project Engineer	Traffic Engineer	Senior Designer	Engineer/Designer	Drifter	Landscap Arch.	Drainage Engineer	Public Involvement	Clerical	TOTAL
	\$168	\$150	\$120,000	\$110,000	\$115,000	\$90,000	\$75,000	\$100,000	\$120,000	\$109,500	\$50	
PHASE II - FINAL DESIGN												
Prepare Contract "Front End" Documents		4	8								4	\$1,160
Misc. Coordination with City												\$600
13. Prepare Estimated Opinion of Probable Construction Cost		4	16									\$2,520
Prepare Construction Cost estimate												
14. Internal QA/QC Review	32	8										\$6,576
75% plan QA/QC Review												
15. Assemble and Submit 75% Design Package to City for Review		2	16	8	12	8	16	8				\$7,200
Incorporate QA/QC Comments into 75% Plans		2	8		8							\$2,180
Assemble Plans and Specifications / Cost Estimate												
16. Attend 75% Design Review Meeting with City		4										\$600
Prepare for Meeting		8										\$2,160
Attend Meeting												
FINAL DESIGN / PS&E SUBMITTAL												
17. Incorporate City Comments into Final PS&E Plans		2	6									\$960
Review / Assemble City Comments for Distribution to Team		2	6									\$1,020
Address Comments in Writing to City												
18. Finalize Plans	2	16	16	12	16	16	16	24				\$12,856
Finalize Construction Plans and Specifications												
19. Update Quantities / Opinion of Probable Construction Cost		1	12									\$1,590
Update Quantities		1	8									\$1,110
Prepare Final Opinion of Probable Cost												
20. Prepare Final PS&E Package / QC Review		2	16			16	16	8				\$5,846
Assemble PS&E Package						8						\$1,680
Assemble Resident Engineer File for Construction												
21. Submit PS&E Package to City and FHWA		4	8								4	\$1,760
Assemble and Submit Final PS&E Package to City and FHWA												
22. Bidding Assistance												
Address Contractor Questions / Phone Calls / Bld Addendums		8										\$1,920
Attend Pre-Bid Meeting												\$1,200
	44	145	462	104	80	324	413	160	56	0	16	\$188,877
	\$7,392	\$21,750	\$55,440	\$11,440	\$9,200	\$29,160	\$30,975	\$16,000	\$6,720	\$0	\$800	\$188,877

TOTAL PROPOSED FEE: \$188,877

Woodside Boulevard Reconstruction Project
 Phase II - Final Design
 Halley, Idaho
 2/24/2011

TASK DESCRIPTION	QA/QC	Project Manager	Project Engineer	Traffic Engineer	Senior Designer	Engineer / Designer	Drafter	Landscape Arch.	Drainage Engineer	Public Involvement	Clerical	TOTAL
	\$168	\$150	\$120.00	\$110.00	\$115.00	\$90.00	\$75.00	\$100.00	\$120.00	\$109.50	\$50	
PHASE II - FINAL DESIGN												
D. WOODSIDE PAVEMENT OVERLAY SUBMITTAL PACKAGE												
1. Prepare Utility Plans / Utility Plan Coordination						2						\$180
Final Coordination with Utility Companies												\$900
Prepare Utility Relocation Plans for Review by Utility Companies			2			4	4					\$900
Finalize Utility Plans			2			4	4					
2. Drainage Design / Drainage Plans and Details												
Finalize Drainage Computations			2			4			4			\$1,080
Prepare 75% Drainage Plan Sheets		2	2			8	8		2			\$2,100
Prepare Drainage Detail Sheets			2			8	8		2			\$1,800
3. Roadway Plan and Profile Construction Plan Sheets												
Develop Final Plan and Profile Sheets	2	2	8		8	16	16					\$5,156
4. Prepare Intersection Details												
Calculate Intersection Grades		2	2			8						\$1,260
Prepare Intersection Plan and Detail Sheets (2 Sheets Anticipated)			2			8	8					\$1,560
5. Driveway Approaches / Details												
Calculate / Design Driveway Grades		2	2			4						\$900
Prepare Driveway Approach Detail Sheets			2			4	8					\$1,200
6. Prepare Typical Sections												
Finalize Typical Roadway Sections			2			4	8					\$1,200
7. Signaling / Striping Plans												
Prepare Signaling / Striping Plans			2	4			8					\$1,280
Prepare Signaling / Striping Detail Sheets			2	4			8					\$1,280
8. Construction Traffic Control Plans												
Evaluate Construction Phasing Requirements		2	4									\$780
Prepare Construction Traffic Control Plans		2	4	4			12					\$2,120
Coordination with City Staff		1	1									\$270
9. Calculate Roadway Quantities												
Calculate Roadway Quantities		2	8									\$1,260
10. Erosion and Sediment Control Plan / SWPP												
Prepare Erosion / Sediment Control Plans			4			8	8					\$1,800
Prepare BMP Detail Sheets			2			4	4					\$900
Prepare SWPPP			4								2	\$580
11. Prepare Supplemental Specifications												
Prepare Supplemental Specifications		2	4		4						2	\$1,340
Prepare Contract "Front End" Documents			4								2	\$580
Misc. Coordination with City			2									\$240

TASK DESCRIPTION	QA/QC	Project Manager	Project Engineer	Traffic Engineer	Senior Designer	Engineer / Designer	Drafter	Landscape Arch.	Drainage Engineer	Public Involvement	Civil	TOTAL
	\$168	\$150	\$120.00	\$110.00	\$115.00	\$90.00	\$75.00	\$100.00	\$120.00	\$109.50	\$50	
PHASE II - FINAL DESIGN												
12. Prepare Estimated Opinion of Probable Construction Cost		2	4									\$780
Prepare Construction Cost estimate												
13. Internal QA/QC Review	8	2										\$1,644
75% plan QA/QC Review												
14. Assemble and Submit 75% Design Package to City for Review		2	4	2	2	2	8					\$2,010
Incorporate QA/QC Comments into 75% Plans		2	4		4							\$1,240
Assemble Plans and Specifications / Cost Estimate												
15. Attend 75% Design Review Meeting with City		2										\$300
Prepare for Meeting												
Attend Meeting (Included in Scope Item "C")												\$0
FINAL DESIGN / PS&E SUBMITTAL												
16. Incorporate City Comments into Final PS&E Plans		2	2									\$240
Review / Assemble City Comments for Distribution to Team		2	4									\$780
Address Comments in Writing to City												
17. Finalize Plans		4	8	4	8	8	8	4				\$4,640
Finalize Construction Plans and Specifications												
18. Update Quantities / Opinion of Probable Construction Cost		1	4									\$630
Update Quantities		1	4									\$630
Prepare Final Opinion of Probable Cost												
19. Prepare Final PS&E Package / QC Review		2	4			8	8	4				\$2,686
Assemble PS&E Package			2			4						\$600
Assemble Resident Engineer File for Construction												
20. Submit PS&E Package to City and FHWA		1	4								2	\$730
Assemble and Submit Final PS&E Package to City and FHWA												
21. Bidding Assistance												
Address Contractor Questions / Phone Calls / Bid Addendums		8										\$960
Attend Pre-Bid Meeting												
	12	45	121	18	26	108	128	8	8	0	8	\$19,736
	\$2,016	\$6,750	\$14,520	\$1,980	\$2,990	\$9,720	\$9,600	\$800	\$960	\$0	\$400	\$49,736
TOTAL PROPOSED FEE:												\$49,736

Woodside Boulevard Reconstruction Project
 Phase II - Final Design
 Halley, Idaho
 2/24/2011

TASK DESCRIPTION		QA/QC	Project Manager	Project Engineer	Traffic Engineer	Senior Designer	Engineer/ Designer	Drafter	Landscape Arch.	Drainage Engineer	Public Involvement	Clerical	TOTAL
		\$168	\$150	\$120.00	\$110.00	\$115.00	\$90.00	\$75.00	\$100.00	\$120.00	\$103.50	\$50	
PHASE II - FINAL DESIGN													
E. PUBLIC INVOLVEMENT													
1	Public Involvement and Information Materials												
	Prepare (2) Project Update Information Pieces (either mailed or door to door)		2								12		\$1,614
	Coordinate Spanish Translation of Pieces										4		\$438
	Provide Materials for City Website		2	2							6	2	\$219
	Develop Email Messages to Stakeholders										3	1	
	Develop Post Card mailing										1	2	
	Develop and Reserve Spanish Radio Messages										2	1	
	Draft News Release												
2	Communication with Stakeholders												
	On-going availability to stakeholders										43		\$4,709
	Preparation and attendance at PTA meeting		12	12							45		\$6,168
	Email Updates and regular communications		6	6							16	6	\$3,672
	Respond to individual Stakeholder Emails/Public Comments		4	4							14	6	\$2,913
	Ongoing Coordination with Engineering Staff										12		\$1,314
	Ongoing Stakeholder Availability		2	2							12		\$1,854
	Prepare Additional Mailings		2	2							12		\$1,854
3	Stakeholder Database												
	Update and maintain database of stakeholder contacts										24	6	\$2,928
	Comment Matrix & Prepare Documentation for Environ. Document		3								15	10	\$2,593
	Generate Report of Stakeholder Contacts		1								2	3	\$519
	Update and Maintain Database of Stakeholder Contacts		1								6	10	\$1,307
4	Media Relations Support												
	Draft news releases (up to 4 total anticipated)										16		\$2,052
5	Public Involvement Documentation and Evaluation												
	Prepare overview of public involvement activities		2								12		\$1,614
	Generate report of stakeholder contacts										4	4	\$608
	Prepare assessment of public information activities										12		\$1,314
6	Door to Door Visits												
	Staff member to go door-to-door to inform public of Public Meeting		2								18		\$2,271
7	Woodside Elementary PTA Meeting												
	Staff members to make presentation to PTA		10	10							16		\$4,452
8	City Staff Coordination and Communication												
	Prepare Key Issues Paper & Public Involvement Schedule		2								5	2	\$948
	Meeting Attendance - 3 City Council Meetings		6	24	24				12		8		\$12,324
	Conference Calls										14		\$1,593
	Facilitate and Support Team Communications										12		\$1,314
	Staff members to make presentation to PTA		6	87	72	0	0	0	0	0	384	50	\$55,206
		\$1,008	\$13,050	\$9,640	\$0	\$0	\$0	\$0	\$0	\$0	\$39,868	\$2,850	\$65,206
TOTAL PROPOSED FEE - PUBLIC INVOLVEMENT:												\$65,206	

Woodside Boulevard Reconstruction Project

Phase II - Final Design
Hailey, Idaho
2/24/2010

TASK DESCRIPTION	QA/QC	Project Manager	Project Engineer	Traffic Engineer	Senior Designer	Engineer / Designer	Drainage Engineer	Public Involvement	Clerical	TOTAL
	\$168	\$150	\$120.00	\$110.00	\$115.00	\$90.00	\$120.00	\$103.50	\$50	
PHASE II: FINAL DESIGN										
F: PROJECT ADMINISTRATION										
1. Progress Meetings										
Team Meetings (bi-weekly) - 18 meetings Total	20	36	36	10	20	20	10	20		\$22,670
Misc. Internal Progress meetings		30	30							\$8,100
Kickoff Meeting	6				6	6	6	6	8	\$3,895
2. Project Management and Coordination with City and FHWA										
Prepare Weekly Updates for FHWA / Project Management		30	15						12	\$6,900
Bi-weekly phone calls with City		30	30							\$8,100
	26	126	111	10	26	26	10	26	20	\$46,225
	\$4,368	\$18,900	\$13,320	\$1,100	\$2,990	\$2,340	\$1,200	\$2,847	\$1,000	\$49,665
TOTAL PROPOSED FEE:										\$49,665

AGENDA ITEM SUMMARY

DATE: February 28, 2011

DEPARTMENT: Finance

DEPT. HEAD SIGNATURE: 

SUBJECT: Sub-award agreement with Mountain Rides.

AUTHORITY: ID Code _____ IAR _____ City Ordinance/Code _____
(IF APPLICABLE)

BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:

The Agreement with Mountain Rides includes, but is not limited to, the US EPA's regulations as well as the scope of work for implementation of a bike share system in Hailey. This Agreement is necessary to ensure that the requirements of the Hailey Community Climate Challenge (a grant award recently accepted by the Council), are met.

FISCAL IMPACT / PROJECT FINANCIAL ANALYSIS: Casele # _____
Budget Line Item # _____ YTD Line Item Balance \$ _____
Estimated Hours Spent to Date: _____ Estimated Completion Date: _____
Staff Contact: _____ Phone # _____
Comments: _____

ACKNOWLEDGEMENT BY OTHER AFFECTED CITY DEPARTMENTS: (IF APPLICABLE)

- | | | |
|--|--|---|
| <input checked="" type="checkbox"/> City Administrator | <input type="checkbox"/> Library | <input type="checkbox"/> Safety Committee |
| <input checked="" type="checkbox"/> City Attorney | <input type="checkbox"/> Mayor | <input type="checkbox"/> Streets |
| <input type="checkbox"/> City Clerk | <input type="checkbox"/> Planning | <input type="checkbox"/> Treasurer |
| <input type="checkbox"/> Building | <input type="checkbox"/> Police | _____ |
| <input type="checkbox"/> Engineer | <input type="checkbox"/> Public Works, Parks | _____ |
| <input type="checkbox"/> Fire Dept. | <input type="checkbox"/> P & Z Commission | _____ |

RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD:

Motion to authorize the Mayor to sign the agreement.

ADMINISTRATIVE COMMENTS/APPROVAL:

City Administrator _____ Dept. Head Attend Meeting (circle one) Yes No

ACTION OF THE CITY COUNCIL:

Date _____

City Clerk _____

FOLLOW-UP:

*Ord./Res./Agmt./Order Originals: Record
Copies (all info.): _____
Instrument # _____

*Additional/Exceptional Originals to: _____
Copies (AIS only)

Hailey Community Climate Challenge Mountain Rides Subaward Agreement

This Agreement (“**Agreement**”) is entered into this ____ day of February, 2011, by and between the City of Hailey, a municipal corporation (“**City**”) and Mountain Rides Transportation Authority, a joint powers authority (“**Mountain Rides**” or “**Subawardee**”).

RECITALS

- A. Hailey is a municipal corporation duly organized and existing under the laws of the State of Idaho.
- B. Mountain Rides is a legal entity created pursuant to Idaho Code § 67-2328. Mountain Rides acknowledges that it is not a foreign or international organization and that the work to be performed in this Agreement will not be performed in a foreign country.
- C. On July 15, 2010, the City of Hailey applied for a grant, entitled the Hailey Community Climate Challenge (“**Grant**”) from the Environmental Protection Agency (“**EPA**”). The EPA has awarded the City the Grant.
- D. The City of Hailey was assisted by Mountain Rides in the preparation of the Grant.
- E. On February 14, 2011 the City of Hailey executed a Cooperative Agreement with EPA and committed to the tasks and projects described in the Grant application.
- F. Under the Grant award, Mountain Rides shall implement a bike share program within the City of Hailey.
- G. In consideration of the recitals set forth herein, the City and Mountain Rides now desire to enter into the Agreement as set forth herein.

AGREEMENT

NOW, THEREFORE, IN CONSIDERATION of the above recitals which are incorporated below, and of the mutual covenants and agreements herein contained the City and Mountain Rides agree as follows:

1. Responsibility. The City retains primary responsibility for ensuring successful completion of the tasks and projects described in the Grant. Mountain Rides will work in close coordination with city staff in implementing Mountain Rides’ scope of work described in the Grant.
2. Scope of Work. Mountain Rides agrees to carry out the scope of work as outlined in the attached **Exhibit “A.”** The scope of work shall not be modified, altered or amended in any manner without the prior consent of the City and EPA, in accordance with 40 CFR Parts 30.25 and 31.30, as applicable.

3. Compliance with Federal Requirements. Subawardee agrees to comply with all applicable rules, regulations and statutes, and the Administrative Conditions described in the Cooperative Agreement, attached hereto as **Exhibit "B."** The Administrative Conditions include but are not limited to the following:
- a) Subawardee shall not, directly or indirectly, provide funds from the Grant to the Association of Community Organizations for Reform Now (ACORN), or its subsidiaries.
 - b) Subawardee shall comply with EPA's program for Utilization of Minority and Women's Business Enterprises (MBE/WBE) in compliance with 40 CFR, Part 33. Subawardee will coordinate its procurement process with and receive consent from the city prior to any procurement action.
 - c) Subawardee shall not use any funds from the Grant to engage in lobbying of the Federal Government or in litigation against the United States, unless authorized under existing law.
 - d) EPA has the right to reproduce, publish, use and authorize others to use copyrighted works or other data developed under the Cooperative Agreement for federal purposes.
 - e) Subawardee has not been and shall not be during the term of this Agreement suspended or debarred from conducting business with the federal government. Subawardee further certifies that they will not engage any other vendor, subcontractor, etc., who has been or would be during the term of this Agreement suspended or debarred. Subawardee may access the Excluded Parties List System at www.epls.gov to determine suspended and debarred parties.
 - f) Subawardee shall ensure that there is compliance with the standards in Section 210(a) – (d) of OMB Circular A-133 and that the funds paid under this Agreement are not used to acquire commercial goods or services for Subawardee.
 - g) Subawardee shall ensure that expenses and costs to be paid by funds from the Grant are necessary, reasonable and allocable.
 - h) Subawardee shall monitor the performance of any person or entity which may receive funds from the Grant and ensure any such person or entity complies with all applicable regulations, statutes and Administrative Conditions.
 - i) Subawardee shall ensure that management fees and similar charges in excess of direct costs and approved indirect rates are not allowable and not paid from the funds from the Grant.

- j) Subawardee shall ensure that it and any of its employees comply with federal law prohibiting trafficking in persons, more particularly described in condition no. 17 of the Administrative Conditions.
 - k) Subawardee shall not use the EPA logo unless the City expressly consents and unless it is accompanied by a statement indicating that “[t]his publication was developed under Assistance Agreement No. AF-83494301-0 awarded by the U.S. Environmental Protection Agency. It has not been formally reviewed by EPA. The views expressed in this document are solely those of the City of Hailey, ID and EPA does not endorse any products or commercial services mentioned in this publication.”
 - l) Subawardee shall not pay for the travel of federal employees or for other costs associated with the Grant, unless federal agency is selected through the procurement process to carry out some of scope of work.
4. Payment Terms. Mountain Rides shall be reimbursed for allowable costs from the funds from the Grant in an amount not to exceed \$20,000.00. Invoices may be submitted monthly, as appropriate, along with supporting documentation of actual costs. Mountain Rides acknowledges that the City has notified Mountain Rides that it may not receive any funds from the Grant unless Mountain Rides has provided the City its Data Universal Numbering System (DUNS) number. Mountain Rides’ DUNS number is 020510860.
5. In-Kind Donations. Mountain Rides shall provide the 18 bicycles, valued at a minimum of \$8,000, for the bike share system, and \$4,000 of in-kind labor for system implementation and management.
6. Reports. Mountain Rides will submit quarterly progress reports to the City, which are due 15 days after the end of each federal fiscal quarter (federal fiscal quarters end the last day of March, June, September and December). Quarterly reports must include the following information:
- a. A comparison of actual accomplishments with the anticipated outputs/outcomes specified in the EPA Cooperative Agreement;
 - b. The reasons why anticipated outputs/outcomes were not met; and
 - c. Other pertinent information, including when appropriate, analysis and information of cost overruns or high unit costs.
7. Environmental Results – Outcomes, Outputs and Performance Measures. The City identified six outcomes with associated performance measures in the application for the Grant. In addition to the reporting requirements in paragraph 6, above, Mountain Rides will be responsible for assisting with tracking specific results in order to report on the outcomes to EPA. The list below includes only the outcomes for which Mountain Rides will assist in tracking.
- a. Outcome 1: Annual reduction of 525.1 metric tons CO2 equivalent/year (all project components combined). Measure: Bike share hours via automated

member usage records and tracking decreases using equivalency calculation and monitoring tools such as EPA's Greenhouse Gas Equivalencies calculator.

- b. Outcome 4: Increased vitality and economic activity downtown; supports public health. Measure: Track number of bike share/merchant incentive program recipients, and, depending upon ultimate form of incentive program, dollars spent in participating stores.
 - c. Outputs are the tangible deliverables listed in the City's Grant application. Production of deliverables, on time, is the measure of success with outputs. Mountain Rides shall adhere to, and report on progress against, the project schedule.
8. Project Meetings & Communication. Mountain Rides will attend bi-weekly project coordination meetings and other meetings as necessary to carry out this Agreement effectively.
9. City Staff and Mountain Rides Staff and Roles.
City:
Tom Hellen, Project Manager
Mariel Platt, Project Coordinator / Sustainability Coordinator
Tracy Anderson, Grant Administrator / Project Support
- The Project Coordinator is the communication hub for the project, and will be the primary communication point for Mountain Rides.
- Mountain Rides:
Jason Miller, Director
Eric Grootveld, Bike/Ped Coordinator
10. Recycled Paper. Mountain Rides agrees to use recycled paper and double-sided printing for all reports which are prepared as a part of this Agreement.
11. Inventions. Subawardee understands and acknowledges that any rights to inventions made under the Grant are subject to the provisions of 37 CFR, Part 401.
12. Miscellaneous Provisions.
- a) Time. Time is of the essence of this Agreement.

- b) Waiver. Failure of either party at any time to require performance of any provision of this Agreement shall not limit the party's right to enforce the provision, nor shall any waiver of any breach of any provision be a waiver of any succeeding breach of any provision or a waiver of the provision itself for any other provision.
- c) Assignment. Except as otherwise provided within this Agreement, neither party hereto may transfer or assign this Agreement without prior written consent of the other party.
- d) Attorney's Fees. In the event of any dispute with regard to the interpretation or enforcement of this Agreement, the prevailing party shall be entitled to recover his/her reasonable costs and attorneys' fees incurred therein, whether or not a lawsuit is actually filed, and on any appeals, and in any bankruptcy proceeding.
- e) Entire Agreement. This Agreement contains the entire understanding between and among the parties and supersedes any prior understandings and agreements among them respecting the subject matter of this Agreement.
- f) Further Action. The parties hereto shall execute and deliver all documents, provide all information and take or forbear from all such action as may be necessary or appropriate to achieve the purposes of this Agreement.
- g) Counterparts. This Agreement may be executed in several counterparts and all so executed shall constitute one Agreement, binding on all the parties hereto even though all the parties are not signatories to the original or the same counterpart.
- h) Parties in Interest. Nothing herein shall be construed to be to the benefit of any third party, nor is it intended that any provision shall be for the benefit of any third party.
- i) Remedies. The rights and remedies provided by this Agreement are cumulative and the use of any one right or remedy by any party shall not preclude nor waive its rights to use any or all other remedies. Any rights provided to the parties under this Agreement are given in addition to any other rights the parties may have by law, statute, ordinance or otherwise.
- j) Severability. Every provision of this Agreement is intended to be severable. If any term or provision hereof is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of the Agreement.
- k) Authority. Each signatory agrees that he or she has full authority and consent to sign this Agreement.

l) Amendment. This Agreement may be revised, amended, or canceled in whole or in part, only by means of a written instrument executed by both parties hereto.

m) Interpretation. This Agreement shall be liberally construed in accordance with the general purposes of this Agreement and interpreted and enforced under the laws of the State of Idaho. No presumption shall exist in favor of or against any party to this Agreement as the result of drafting and preparing this Agreement. The headings in this Agreement are inserted for convenience and identification only and are in no way intended to describe, interpret, define or limit the scope, extent or intent of the Agreement or any provisions of the Agreement.

n) Partnership. The Parties do not intend to create through this Agreement any partnership, corporation, employer/employee relationship, joint venture or other business entity or relationship other than that of independent contractor.

IN WITNESS WHEREOF, the parties, having been duly authorized, have hereunto caused this Agreement to be executed, on the day and year first above written, the same being done after public hearing, notice and statutory requirements having been fulfilled.

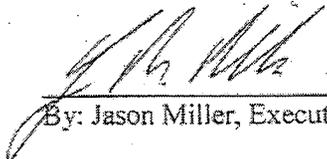
CITY OF HAILEY:

Attest:

By: _____
Richard L. Davis, Mayor

Mary Cone, City Clerk

MOUNTAIN RIDES TRANSPORTATION AUTHORITY



By: Jason Miller, Executive Director

EXHIBIT A

Hailey Community Climate Challenge Scope of Work

MOUNTAIN RIDES TRANSPORTATION AUTHORITY BIKE SHARE SYSTEM

The bike share system scope of work includes the following:

1. Work with city staff to plan and implement three bike share pods, consisting of infrastructure and 18 bicycles.
2. Work with city staff and the Environmental Resource Center (ERC) to develop one member recruitment brochure, one member web page, one kick-off event and twelve multimedia ad placements.
3. Work with city staff, the ERC and the Hailey Chamber of Commerce to develop an incentive program for riders/businesses.
4. Siting, procurement and install of the system will occur prior to July 2012 and membership and outreach will continue through the summer of 2013.
5. Administer bike share program, set fee structure, and collect revenue from memberships and usage fees. Revenue collected will be used to pay costs associated with maintaining and administering bike share program.

EXHIBIT B

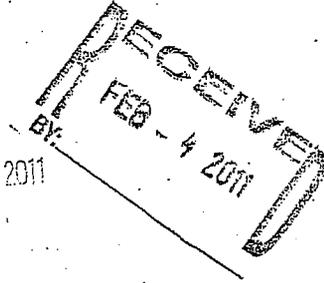


UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
WASHINGTON, D.C. 20460

OFFICE OF
ADMINISTRATION
AND RESOURCE
MANAGEMENT

Re: Notice of EPA Assistance Award

JAN 31 2011



Dear Authorized Representative:

Enclosed is your Notice of Award from the U.S. Environmental Protection Agency. Please carefully review the assistance agreement and the terms and conditions.

Please make a copy for your records and provide the appropriate copies within your organization. You must affirm your intent to utilize the assistance by signing the Affirmation of Award and returning the full document to EPA within three weeks to the following address:

U.S. Environmental Protection Agency
Office of Grants and Debarment
1200 Pennsylvania Avenue, NW (3903R)
Room ~~5123~~ 51234
Washington, D.C. 20460

Please note that the above address is EPA's mailing address for postal delivery. If you would like to send the Notice of Award via courier, the following address should be used:

U.S. Environmental Protection Agency
1300 Pennsylvania Avenue, N.W.
Fifth Floor, Room ~~5123~~ 51234
Washington, D.C. 20004
(202) 564-5315

If the Notice of Award includes any terms and conditions requiring signed certifications or assurances, you must return them with the signed Affirmation. Payment will be made available after the Affirmation of Award and any required assurances are received. Failure to affirm and return the Notice of Award within 3 weeks of receipt may result in withdraw of this award. If you have any questions, please contact your grants specialist identified on the award document. Please reference the EPA assistance number on all future correspondence regarding this assistance agreement.

Enclosures

Internet Address (URL) <http://www.epa.gov>

OFFICIAL EPA COPY
 BEFORE AWARD SIGNATURE

OFFICIAL EPA COPY
 BEFORE AWARD SIGNATURE

	U.S. ENVIRONMENTAL PROTECTION AGENCY Cooperative Agreement		ASSISTANCE ID NO.			DATE OF AWARD 01/24/2011	
			PRG	DOC ID	AMEND#		
			AF	83494301	- 0		
			TYPE OF ACTION New			MAILING DATE 01/31/2011	
RECIPIENT TYPE: Municipal			PAYMENT METHOD: ACH			ACH# X0141	
RECIPIENT: City of Hailey 115 South Main Street, STE H Hailey, ID 83333-8408 EIN: 82-6000201			Send Payment Request to: Las Vegas Finance Center				
PROJECT MANAGER Tom Hellen City of Hailey 115 South Main Street, STE H Hailey, ID 83333-8408 E-Mail: tom.hellen@haileycityhall.org Phone: 208-788-4221 ex 14			EPA PROJECT OFFICER Andrea Denny 1200 Pennsylvania Ave, NW, 6202J Washington, DC 20460 E-Mail: denny.andrea@epa.gov Phone: 202-343-9268		EPA GRANT SPECIALIST Brian Hublar 1200 Pennsylvania Ave NW Washington DC 20460, 3903R E-Mail: Hublar.Brian@epa.gov Phone: 202-564-0940		
PROJECT TITLE AND DESCRIPTION Hailey, ID Community Climate Challenge. The Hailey Community Climate Challenge will demonstrate how small communities can address climate change through a variety of greenhouse gas reduction measures targeting municipal operations as well as community sources. The challenge consists of an energy retrofit program, green building demonstration, solid waste management, a bike share program; and staffing and outreach to support all functions.							
BUDGET PERIOD 02/01/2011 - 01/31/2014		PROJECT PERIOD 02/01/2011 - 01/31/2014		TOTAL BUDGET PERIOD COST \$709,963.00	TOTAL PROJECT PERIOD COST \$709,963.00		
NOTICE OF AWARD Based on your application dated 07/15/2010, including all modifications and amendments, the United States acting by and through the US Environmental Protection Agency (EPA), hereby awards \$472,429. EPA agrees to cost-share 67.00% of all approved budget period costs incurred, up to and not exceeding total federal funding of \$472,429. Such award may be terminated by EPA without further cause if the recipient fails to provide timely affirmation of the award by signing under the Affirmation of Award section and returning all pages of this agreement to the Grants Management Office listed below within 21 days after receipt, or any extension of time, as may be granted by EPA. This agreement is subject to applicable EPA statutory provisions. The applicable regulatory provisions are 40 CFR Chapter 1, Subchapter B, and all terms and conditions of this agreement and any attachments.							
ISSUING OFFICE (GRANTS MANAGEMENT OFFICE)			AWARD APPROVAL OFFICE				
ORGANIZATION / ADDRESS Grants and Interagency Agreement Management Division 1200 Pennsylvania Ave, NW Mail code 3903R Washington, DC 20460			ORGANIZATION / ADDRESS Environmental Protection Agency Office of Air and Radiation 1200 Pennsylvania Ave, NW Washington, DC 20460				
THE UNITED STATES OF AMERICA BY THE U.S. ENVIRONMENTAL PROTECTION AGENCY							
SIGNATURE OF AWARD OFFICIAL Digital signature applied by EPA Award Official		TYPED NAME AND TITLE Denise A. Polk, Chief Grants Management Branch B			DATE 01/24/2011		
AFFIRMATION OF AWARD BY AND ON BEHALF OF THE DESIGNATED RECIPIENT ORGANIZATION							
SIGNATURE		TYPED NAME AND TITLE			DATE		

EPA Funding Information

FUNDS	FORMER AWARD	THIS ACTION	AMENDED TOTAL
EPA Amount This Action	\$	\$ 472,429	\$ 472,429
EPA In-Kind Amount	\$	\$	\$ 0
Unexpended Prior Year Balance	\$	\$	\$ 0
Other Federal Funds	\$	\$	\$ 0
Recipient Contribution	\$	\$	\$ 0
State Contribution	\$	\$	\$ 0
Local Contribution	\$	\$ 237,534	\$ 237,534
Other Contribution	\$	\$	\$ 0
Allowable Project Cost	\$ 0	\$ 709,963	\$ 709,963

Assistance Program (CFDA)	Statutory Authority	Regulatory Authority
66.041 - Climate Showcase Communities Grant Program	Public Law 111-88 Department of Interior Environment and Related Agencies Appropriations Act 2010	40 CFR PART 31

Fiscal									
Site Name	Req No	FY	Approp. Code	Budget Organization	PRC	Object Class	Site/Project	Cost Organization	Obligation / Deobligation
	1158EE1127	11	E1C	58E11	105A29E	4183			472,429
									472,429

Budget Summary Page

Table A - Object Class Category (Non-construction)	Total Approved Allowable Budget Period Cost
1. Personnel	\$248,819
2. Fringe Benefits	\$74,205
3. Travel	\$10,670
4. Equipment	\$0
5. Supplies	\$55,970
6. Contractual	\$60,600
7. Construction	\$0
8. Other	\$259,699
9. Total Direct Charges	\$709,963
10. Indirect Costs: 0.00% Base	\$0
11. Total (Share: Recipient 33.00 % Federal 67.00 %.)	\$709,963
12. Total Approved Assistance Amount	\$472,429
13. Program Income	\$0
14. Total EPA Amount Awarded This Action	\$472,429
15. Total EPA Amount Awarded To Date	\$472,429

Administrative Conditions

1. In accordance with Section 2(d) of the Prompt Payment Act (P.L. 97-177), Federal funds may not be used by the recipient for the payment of interest penalties to contractors when bills are paid late nor may interest penalties be used to satisfy cost sharing requirements. Obligations to pay such interest penalties will not be obligations of the United States.

2. Congress has prohibited EPA from using its FY 2011 appropriations to provide funds to the Association of Community Organizations for Reform Now (ACORN) or any of its subsidiaries. None of the funds provided under this agreement may be used for subawards/subgrants or contracts to ACORN or its subsidiaries. Recipients should direct any questions about this prohibition to their EPA Grants Management Office.

3. UTILIZATION OF SMALL, MINORITY AND WOMEN'S BUSINESS ENTERPRISES

GENERAL COMPLIANCE, 40 CFR, Part 33

The recipient agrees to comply with the requirements of EPA's Program for Utilization of Minority and Women's Business Enterprises (MBE/WBE) in procurement under assistance agreements, contained in 40 CFR, Part 33.

FAIR SHARE OBJECTIVES, 40 CFR, Part 33, Subpart D

A recipient must negotiate with the appropriate EPA award official, or his/her designee, Fair share objectives for MBE and WBE participation in procurement under the financial assistance agreement.

Current Fair Share Objective/Goal

The dollar amount of this assistance agreement is \$250,000, or more; or the total dollar amount of all of the recipient's non-TAG assistance agreements from EPA in the current fiscal year is \$250,000, or more. The Idaho Department of Environmental Quality has negotiated the following, applicable MBE/WBE fair share objectives/goals with EPA as follows:

	MBE	WBE
Construction	2.40%	1.60%
Supplies	0.70%	1.40%
Services	1.20%	1.80%
Equipment	0.10%	0.30%

Negotiating Fair Share Objectives/Goals, 40 CFR, Section 33.404

If the recipient has not yet negotiated its MBE/WBE fair share objectives/goals, the recipient agrees to submit proposed MBE/WBE objectives/goals based on an availability analysis, or disparity study, of qualified MBEs and WBEs in their relevant geographic buying market for construction, services, supplies and equipment.

The recipient agrees to submit proposed fair share objectives/goals, together with the supporting availability analysis or disparity study, to the Regional MBE/WBE Coordinator within 120 days of its acceptance of the financial assistance award. EPA will respond to the proposed fair share objective/goals within 30 days of receiving the submission. If proposed fair share objective/goals are not received within the 120 day time frame, the recipient may not expend its EPA funds for procurements until the proposed fair share objective/goals are submitted.

SIX GOOD FAITH EFFORTS, 40 CFR, Part 33, Subpart C

Pursuant to 40 CFR, Section 33.301, the recipient agrees to make the following good faith efforts whenever procuring construction, equipment, services and supplies under an EPA financial assistance agreement, and to ensure that sub-recipients, loan recipients, and prime contractors also comply. Records documenting compliance with the six good faith efforts shall be retained:

- (a) Ensure Disadvantaged Business Enterprises (DBEs) are made aware of contracting opportunities to the fullest extent practicable through outreach and recruitment activities. For Indian Tribal, State, and local government recipients, this will include placing DBEs on solicitation lists and soliciting them whenever they are potential sources.
- (b) Make information on forthcoming opportunities available to DBEs and arrange time frames for contracts and establish delivery schedules, where the requirements permit, in a way that encourages and facilitates participation by DBEs in the competitive process. This includes, whenever possible, posting solicitations for bids or proposals for a minimum of 30 calendar days before the bid or proposal closing date.
- (c) Consider in the contracting process whether firms competing for large contracts could subcontract with DBEs. For Indian Tribal, State and local government recipients, this will include dividing total requirements when economically feasible into smaller tasks or quantities to permit maximum participation by DBEs in the competitive process.
- (d) Encourage contracting with a consortium of DBEs when a contract is too large for one of these firms to handle individually.
- (e) Use the services and assistance of the Small Business Administration and the Minority Business Development Agency of the Department of Commerce in finding DBEs.
- (f) If the prime contractor awards subcontracts, require the prime contractor to take the steps in paragraphs (a) through (e) of this section.

MBE/WBE REPORTING, 40 CFR, Part 33, Sections 33.502 and 33.503

The recipient agrees to complete and submit EPA Form 5700-52A, "MBE/WBE Utilization Under Federal Grants, Cooperative Agreements and Interagency Agreements" beginning with the Federal fiscal year reporting period the recipient receives the award, and continuing until the project is completed. Only procurements with certified MBE/WBEs are counted toward a recipient's MBE/WBE accomplishments. The reports must be submitted semiannually for the periods ending March 31st and September 30th for:

Recipients of financial assistance agreements that capitalize revolving loan programs (CWSRF, DWSRF, Brownfields); and

All other recipients not identified as annual reporters (40 CFR Part 30 and 40 CFR Part 35, Subpart A and Subpart B recipients are annual reporters).

The reports are due within 30 days of the end of the semiannual reporting periods (April 30th and October 30th). Reports should be sent to Sara Ayres, U.S. Environmental Protection Agency, 1200 Pennsylvania Avenue, NW Mail Code 3903R, Room 51225, Washington, DC 20460, 202-564-5391. Final MBE/WBE reports must be submitted within 90 days after the project period of the grant ends. Your grant cannot be officially closed without all MBE/WBE reports.

EPA Form 5700-52A may be obtained from the EPA Office of Small Business Program's Home Page on the Internet at www.epa.gov/osbp.

CONTRACT ADMINISTRATION PROVISIONS, 40 CFR, Section 33.302

The recipient agrees to comply with the contract administration provisions of 40 CFR, Section 33.302.

BIDDERS LIST, 40 CFR, Section 33.501(b) and (c)

Recipients of a Continuing Environmental Program Grant or other annual reporting grant, agree to create and maintain a bidders list. Recipients of an EPA financial assistance agreement to capitalize a revolving loan fund also agree to require entities receiving identified loans to create and maintain a bidders list if the recipient of the loan is subject to, or chooses to follow, competitive bidding requirements. Please see 40 CFR, Section 33.5

4. Pursuant to 40 CFR 31.41(b) and 31.50(b), EPA recipients shall submit a final Federal Financial Report (SF-425) to EPA no later than 90 calendar days after the end of the project period. The form is available on the internet at <http://www.epa.gov/ocfo/finservices/forms.htm>. All FFRs must be submitted to the Las Vegas Finance Center: US EPA, LVFC, PO Box 98515, Las Vegas, NV 89193, or by Fax to: 702-798-2423.

The LVFC will make adjustments, as necessary, to obligated funds after reviewing and accepting a final Federal Financial Report. Recipients will be notified and instructed by EPA if they must complete any additional forms for the closeout of the assistance agreement.

EPA may take enforcement actions in accordance with 40 CFR 31.43 if the recipient does not comply with this term and condition.

5. Payment to consultants. EPA participation in the salary rate (excluding overhead) paid to individual consultants retained by recipients or by a recipient's contractors or subcontractors shall be limited to the maximum daily rate for a Level IV of the Executive Schedule (formerly GS-18), to be adjusted annually. This limit applies to consultation services of designated individuals with specialized skills who are paid at a daily or hourly rate. As of January 1, 2011, the limit is \$596.00 per day and \$74.50 per hour. This rate does not include transportation and subsistence costs for travel performed (the recipient will pay these in accordance with their normal travel reimbursement practices).

Subagreements with firms for services which are awarded using the procurement requirements in 40 CFR 30 or 31, as applicable, are not affected by this limitation unless the terms of the contract provide the recipient with responsibility for the selection, direction, and control of the individuals who will be providing services under the contract at an hourly or daily rate of compensation. See 40 CFR 31.36(j) or 30.27(b).

6. HOTEL-MOTEL FIRE SAFETY

Pursuant to 40 CFR 30.18, if applicable, and 15 USC 2225a, the recipient agrees to ensure that all space for conferences, meetings, conventions, or training seminars funded in whole or in part with federal funds complies with the protection and control guidelines of the Hotel and Motel Fire Safety Act (PL 101-391, as amended). Recipients may search the Hotel-Motel National Master List at <http://www.usfa.dhs.gov/applications/hotel/> to see if a property is in compliance (FEMA ID is currently not required), or to find other information about the Act.

7. The chief executive officer of this recipient agency shall ensure that no grant funds awarded under this assistance agreement are used to engage in lobbying of the Federal Government or in litigation against the United States unless authorized under existing law. The recipient shall abide by its respective OMB Circular (A-21, A-87, or A-122), which prohibits the use of federal grant funds for litigation against the United States or for lobbying or other political activities.

8. I. Reporting Subawards and Executive Compensation.

A. Reporting of first-tier subawards.

1. Applicability. Unless you are exempt as provided in paragraph d. of this award term, you must report each action that obligates \$25,000 or more in Federal funds that does not include Recovery funds (as defined in section 1512(a)(2) of the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5) for a subaward to an entity (see definitions in paragraph e of this award term).

2. Where and when to report. You must report each obligating action described in paragraph A.1. of this award term to www.fsrs.gov.

For subaward information, report no later than the end of the month following the month in which the obligation was made. (For example, if the obligation was made on November 7, 2010, the obligation must be reported by no later than December 31, 2010.)

3. What to report. You must report the information about each obligating action that the submission instructions posted at www.fsr.gov specify.

B. Reporting Total Compensation of Recipient Executives.

1. Applicability and what to report. You must report total compensation for each of your five most highly compensated executives for the preceding completed fiscal year, if --

- i. the total Federal funding authorized to date under this award is \$25,000 or more;
- ii. in the preceding fiscal year, you received--

(a) 80 percent or more of your annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and

(b) \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and

iii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>.)

2. Where and when to report. You must report executive total compensation described in paragraph b.1. of this award term:

- i. As part of your registration profile at www.ccr.gov.
- ii. By the end of the month following the month in which this award is made, and annually thereafter.

C. Reporting of Total Compensation of Subrecipient Executives.

1. Applicability and what to report. Unless you are exempt as provided in paragraph d. of this award term, for each first-tier subrecipient under this award, you shall report the names and total compensation of each of the subrecipient's five most highly compensated executives for the subrecipient's preceding completed fiscal year, if --

- i. in the subrecipient's preceding fiscal year, the subrecipient received--

(a) 80 percent or more of its annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and

(b) \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts), and Federal financial assistance subject to the Transparency Act (and subawards); and

ii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>.)

2. Where and when to report. You must report subrecipient executive total compensation described in paragraph c.1. of this award term:

- i. To the recipient.
- ii. By the end of the month following the month during which you make the subaward. For example, if a subaward is obligated on any date during the month of October of a given year (i.e., between October 1 and 31), you must report any required compensation information of the subrecipient by November 30 of that year.

D. Exemptions

1. If, in the previous tax year, you had gross income, from all sources, under \$300,000, you are exempt from the requirements to report:

- i. subawards, and
- ii. the total compensation of the five most highly compensated executives of any subrecipient.

E. Definitions. For purposes of this award term:

1. Entity means all of the following, as defined in 2 CFR part 25:

- i. A Governmental organization, which is a State, local government, or Indian tribe;
- ii. A foreign public entity;
- iii. A domestic or foreign nonprofit organization;
- iv. A domestic or foreign for-profit organization;
- v. A Federal agency, but only as a subrecipient under an award or subaward to a non-Federal

entity.

2. Executive means officers, managing partners, or any other employees in management positions.

3. Subaward:

i. This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that you as the recipient award to an eligible subrecipient.

ii. The term does not include your procurement of property and services needed to carry out the project or program (for further explanation, see Sec. --.210 of the attachment to OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations").

iii. A subaward may be provided through any legal agreement, including an agreement that you or a subrecipient considers a contract.

4. Subrecipient means an entity that:

- i. Receives a subaward from you (the recipient) under this award; and
- ii. Is accountable to you for the use of the Federal funds provided by the subaward.

5. Total compensation means the cash and noncash dollar value earned by the executive during the recipient's or subrecipient's preceding fiscal year and includes the following (for more information see 17 CFR 229.402(c)(2)):

i. Salary and bonus.

ii. Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.

iii. Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.

iv. Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.

v. Above-market earnings on deferred compensation which is not tax-qualified.

vi. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.

9. Central Contractor Registration and Universal Identifier Requirements.

A. Requirement for Central Contractor Registration (CCR). Unless you are exempted from this requirement under 2 CFR 25.110, you as the recipient must maintain the currency of your information in the CCR until you submit the final financial report required under this award or receive the final payment, whichever is later. This requires that you review and update the information at least annually after the initial registration, and more frequently if required by changes in your information or another award term.

B. Requirement for Data Universal Numbering System (DUNS) numbers. If you are authorized to make subawards under this award, you:

1. Must notify potential subrecipients that no entity (see definition in paragraph C of this award term) may receive a subaward from you unless the entity has provided its DUNS number to you.
2. May not make a subaward to an entity unless the entity has provided its DUNS number to you.

C. Definitions. For purposes of this award term:

1. Central Contractor Registration (CCR) means the Federal repository into which an entity must provide information required for the conduct of business as a recipient. Additional information about registration procedures may be found at the CCR Internet site (currently at <http://www.ccr.gov>).

2. Data Universal Numbering System (DUNS) number means the nine-digit number established and assigned by Dun and Bradstreet, Inc. (D&B) to uniquely identify business entities. A DUNS number may be obtained from D&B by telephone (currently 866-705-5711) or the Internet (currently at <http://fedgov.dnb.com/webform>).

3. Entity, as it is used in this award term, means all of the following, as defined at 2 CFR part 25, subpart C:

- a. A Governmental organization, which is a State, local government, or Indian tribe;
- b. A foreign public entity;
- c. A domestic or foreign nonprofit organization;
- d. A domestic or foreign for-profit organization; and
- e. A Federal agency, but only as a subrecipient under an award or subaward to a non-Federal

entity.

4. Subaward:

a. This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that you as the recipient award to an eligible subrecipient.

b. The term does not include your procurement of property and services needed to carry out the project or program (for further explanation, see Sec. --.210 of the attachment to OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations").

c. A subaward may be provided through any legal agreement, including an agreement that you consider a contract.

5. Subrecipient means an entity that:

- a. Receives a subaward from you under this award; and
- b. Is accountable to you for the use of the Federal funds provided by the subaward.

10. In accordance with 40 CFR 31.34 for State, local and Indian Tribal governments or 40 CFR 30.36 for other recipients, EPA has the right to reproduce, publish, use, and authorize others to use copyrighted works or other data developed under this assistance agreement for Federal purposes.

Examples of a Federal purpose include but are not limited to: (1) Use by EPA and other Federal employees for official Government purposes; (2) Use by Federal contractors performing specific tasks for the Government; (3) Publication in EPA documents provided the document does not disclose trade secrets (e.g. software codes) and the work is properly attributed to the recipient through citation or otherwise; (4) Reproduction of documents for inclusion in Federal depositories; (5) Use by State, tribal and local governments that carry out delegated Federal environmental programs as "co-regulators" or act as official partners with EPA to carry out a national environmental program within their jurisdiction and; (6) Limited use by other grantees to carry out Federal grants provided the use is consistent with the terms of EPA's authorization to the other grantee to use the copyrighted works or other data.

Under Item 6, the grantee acknowledges that EPA may authorize another grantee(s) to use the

copyrighted works or other data developed under this grant as a result of:

- a. the selection of another grantee by EPA to perform a project that will involve the use of the copyrighted works or other data or;
- b. termination or expiration of this agreement.

In addition, EPA may authorize another grantee to use copyrighted works or other data developed with Agency funds provided under this grant to perform another grant when such use promotes efficient and effective use of Federal grant funds.

11. In accordance with the policies set forth in EPA Order 1000.25 and Executive Order 13423, Strengthening Federal Environmental, Energy and Transportation Management (January 24, 2007), the recipient agrees to use recycled paper and double sided printing for all reports which are prepared as a part of this agreement and delivered to EPA. This requirement does not apply to reports prepared on forms supplied by EPA, or to Standard Forms, which are printed on recycled paper and are available through the General Services Administration.

Any State agency or agency of a political subdivision of a State which is using appropriated Federal funds shall comply with the requirements set forth in Section 6002 of the Resource Conservation and Recovery Act (RCRA) (42 U.S.C. 6962). Regulations issued under RCRA Section 6002 apply to any acquisition of an item where the purchase price exceeds \$10,000 or where the quantity of such items acquired in the course of the preceding fiscal year was \$10,000 or more. RCRA Section 6002 requires that preference be given in procurement programs to the purchase of specific products containing recycled materials identified in guidelines developed by EPA. These guidelines are listed in 40 CFR 247.

12. Recipients shall fully comply with Subpart C of 2 CFR Part 180 entitled, "Responsibilities of Participants Regarding Transactions Doing Business With Other Persons," as implemented and supplemented by 2 CFR Part 1532. Recipient is responsible for ensuring that any lower tier covered transaction, as described in Subpart B of 2 CFR Part 180, entitled "Covered Transactions," includes a term or condition requiring compliance with Subpart C. Recipient is responsible for further requiring the inclusion of a similar term or condition in any subsequent lower tier covered transactions. Recipient acknowledges that failing to disclose the information required under 2 CFR 180.335 may result in the delay or negation of this assistance agreement, or pursuance of legal remedies, including suspension and debarment.

Recipients may access the Excluded Parties List System at <http://www.epls.gov>. This term and condition supersedes EPA Form 5700-49, "Certification Regarding Debarment, Suspension, and Other Responsibility Matters."

13. The recipient organization of this EPA assistance agreement must make an ongoing, good faith effort to maintain a drug-free workplace pursuant to the specific requirements set forth in Title 40 CFR 36.200 - 36.230. Additionally, in accordance with these regulations, the recipient organization must identify all known workplaces under its federal awards, and keep this information on file during the performance of the award.

Those recipients who are individuals must comply with the drug-free provisions set forth in Title 40 CFR 36.300.

The consequences for violating this condition are detailed under Title 40 CFR 36.510. Recipients can access the Code of Federal Regulations (CFR) Title 40 Part 36 at http://www.access.gpo.gov/nara/cfr/waisidx_06/40cfr36_06.html.

14. a. The recipient agrees to:

- (1) Establish all subaward agreements in writing;
- (2) Maintain primary responsibility for ensuring successful completion of the EPA-approved project (this responsibility cannot be delegated or transferred to a subrecipient);
- (3) Ensure that any subawards comply with the standards in Section 210(a)-(d) of OMB Circular A-133 and are not used to acquire commercial goods or services for the recipient;
- (4) Ensure that any subawards are awarded to eligible subrecipients and that proposed subaward costs are necessary, reasonable, and allocable;
- (5) Ensure that any subawards to 501(c)(4) organizations do not involve lobbying activities;
- (6) Monitor the performance of their recipients and ensure that they comply with all applicable regulations, statutes, and terms and conditions which flow down in the subaward;
- (7) Obtain EPA's consent before making a subaward to a foreign or international organization, or a subaward to be performed in a foreign country; and
- (8) Obtain approval from EPA for any new subaward work that is not outlined in the approved work plan in accordance with 40 CFR Parts 30.25 and 31.30, as applicable.

b. Any questions about subrecipient eligibility or other issues pertaining to subawards should be addressed to the recipient's EPA Project Officer. Additional information regarding subawards may be found at <http://www.epa.gov/ogd/guide/subaward-policy-part-2.pdf>. Guidance for distinguishing between vendor and subrecipient relationships and ensuring compliance with Section 210(a)-(d) of OMB Circular A-133 can be found at <http://www.epa.gov/ogd/guide/subawards-appendix-b.pdf> and <http://www.whitehouse.gov/omb/circulars/a133/a133.html>.

c. The recipient is responsible for selecting its subrecipients and, if applicable, for conducting subaward competitions.

15. Management fees or similar charges in excess of the direct costs and approved indirect rates are not allowable. The term "management fees or similar charges" refers to expenses added to the direct costs in order to accumulate and reserve funds for ongoing business expenses, unforeseen liabilities, or for other similar costs which are not allowable under this assistance agreement. Management fees or similar charges may not be used to improve or expand the project funded under this agreement, except to the extent authorized as a direct cost of carrying out the scope of work.

16. EPA's financial obligations to the recipient are limited by the amount of federal funding awarded to date as shown on line 15 in its EPA approved budget. If the recipient incurs costs in anticipation of receiving additional funds from EPA, it does so at its own risk.

17. 1. Trafficking in Persons.

a. Provisions applicable to a recipient that is a private entity.

1. You as the recipient, your employees, subrecipients under this award, and subrecipients' employees may not-

i. Engage in sever forms of trafficking in persons during the period of time that the award is in effect;

ii. Procure a commercial sex act during the period of time that the award is in effect; or

iii. Use forced labor in the performance of the award or subawards under the award.

2. We as the Federal awarding agency may unilaterally terminate this award, without penalty, if you or a subrecipient that is a private entity-

i. Is determined to have violated a prohibition in paragraph a.1 of this award term; or

ii. Has an employee who is determined by the agency official authorized to terminate the

award to have violated a prohibition in paragraph a.1 of this award term through conduct that is either-

A. Associated with performance under this award; or

B. Imputed to you or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," as implemented by our Agency at 2 CFR 1532.

b. Provision applicable to a recipient other than a private entity. We as the Federal awarding agency may unilaterally terminate this award, without penalty, if a subrecipient that is a private entity-

1. Is determined to have violated an applicable prohibition in paragraph a.1 of this award term; or
2. Has an employee who is determined by the agency official authorized to terminate the award to have violated an applicable prohibition in paragraph a.1 of this award term through conduct that is either-

i. Associated with performance under this award; or
ii. Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," as implemented by our agency at 2 CFR 1532.

c. Provisions applicable to any recipient.

1. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph a.1 of this award term.

2. Our right to terminate unilaterally that is described in paragraph a.2 or b of this section:

i. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104 (g)), and

ii. Is in addition to all other remedies for noncompliance that are available to us under this award.

3. You must include the requirements of paragraph a.1 of this award term in any subaward you make to a private entity.

d. Definitions. For the purposes of this award term:

1. "Employee" means either:

i. An individual employed by you or a subrecipient who is engaged in the performance of the project or program under this award; or

ii. Another person engaged in the performance of the project or program under this award and not compensated by you including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.

2. "Forced labor" means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.

3. "Private entity":

i. Means any entity other than a State, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 CFR 175.25

ii. Includes:

A. A nonprofit organization, including any nonprofit institution of higher education, hospital, or tribal organization other than the one included in the definition of Indian tribe at 2 CFR 175.25 (b).

B. A for-profit organization.

4. "Severe forms of trafficking in persons," "commercial sex act," and "coercion" have the meanings given at section 103 of the TVPA, as amended (22 U.S.C. 7102).

18. In accordance with OMB Circular A-133, which implements the Single Audit Act, the recipient hereby agrees to obtain a single audit from an independent auditor, if it expends \$500,000 or more in total Federal funds in any fiscal year. Within nine months after the end of a recipient's fiscal year or 30 days after receiving the report from the auditor, the recipient shall submit the SF-SAC and a Single Audit Report Package. The recipient MUST submit the SF-SAC and a Single Audit Report Package, using the Federal Audit Clearinghouse's Internet Data Entry System. For complete information on how to accomplish the single audit submissions, you will need to visit the Federal Audit Clearinghouse Web site: <http://harvester.census.gov/fac/>

19. In accordance with Homeland Security Presidential Directive-12 (HSPD-12), Policy for a Common Identification Standard of Federal Employees and Contractors, and Executive Order 10450, Security Requirements for Government Employment, the recipient agrees to follow instructions from the EPA Project Officer to ensure compliance with the EPA Personnel Access and Security System (EPASS). Any

recipient employees, contractors, or other individuals that meet one of the following two criteria must comply in order to perform work under this assistance agreement:

1. Those personnel on site at an EPA facility at least 24 hours per week for more than six months; or
2. Those personnel needing access to EPA's application or general support systems classified as "HIGH" under FIPS 199 and/or to the information contained within these systems.

The recipient agrees not to use funds for any such personnel unless a temporary or permanent EPASS badge has been issued to that person.

20. Any use of the EPA logo should be accompanied with a statement indicating that "This publication was developed under Assistance Agreement No. AF-83494301-0 awarded by the U.S. Environmental Protection Agency. It has not been formally reviewed by EPA. The views expressed in this document are solely those of the City of Hailey, ID and EPA does not endorse any products or commercial services mentioned in this publication."

21. By accepting this agreement for the electronic method of payment through the Automated Clearing House (ACH) network using the EPA-ACH payment system, the recipient agrees to:

- (a) Request funds based on the recipient's immediate disbursement requirements by presenting an EPA-ACH Payment Request to your EPA Servicing Finance Office (see EPA-ACH Payment System Recipient's Manual for additional information).
- (b) Provide timely reporting of cash disbursements and balances in accordance with the EPA-ACH Payment System Recipient's Manual; and
- (c) Impose the same standards of timing and reporting on subrecipients, if any.

Failure on the part of the recipient to comply with the above conditions may cause the recipient to be placed on the reimbursement payment method. }

22. Rights to inventions made under this assistance agreement are subject to the provisions of Title 37 Code of Federal Regulations (CFR), Part 401, 'Rights to Inventions Made by Nonprofit Organizations and Small Business Firms under Government Grants, Contracts, and Cooperative Agreements', as revised through the date of this assistance agreement.

23. The recipient understands that none of the funds for this project (including funds contributed by the recipient as cost sharing) may be used to pay for the travel of Federal employees or for other costs associated with Federal participation in this project. Except however, if a Federal agency is selected through the recipient's procurement process to carry out some of the work as a contractor to the recipient, funds may be used to allow necessary Federal travel and other costs associated with Federal participation in this project.

24. In accordance with 40 CFR 30.24(b)(1), program income will be added to funds committed to the project by EPA and used to further eligible project or program objectives.

Programmatic Conditions

1. Quarterly Report:

In accordance with EPA regulations (40 C.F.R. 31.40 for State, local and tribal governments; 40 C.F.R. 30.51 for other recipients), the recipient agrees to submit quarterly progress reports to the EPA Project

Officer within thirty days after each reporting period. These reports shall cover work status, work progress, difficulties encountered, preliminary data results and a statement of activity anticipated during the subsequent reporting period, including a description of equipment, techniques, and materials to be used or evaluated. A discussion of expenditures along with a comparison of the percentage of the project completed to the project schedule and an explanation of significant discrepancies shall be included in the report. The report shall also include any changes of key personnel concerned with the project.

In addition, the report shall include brief information on each of the following areas: 1) a comparison of actual accomplishments with the anticipated outputs/outcomes specified in the assistance agreement work plan; 2) reasons why anticipated outputs/outcomes were not met; and 3) other pertinent information, including, when appropriate, analysis and explanation of cost overruns or high unit costs. The recipient agrees that it will notify EPA of problems, delays, or adverse conditions which materially impair the ability to meet the outputs/outcomes specified in the assistance agreement work plan. The recipient's quarterly reports will include estimates of greenhouse gas reductions achieved by the project including the underlying data and assumptions used to calculate those reductions.

2. Final Technical Report:

In accordance with EPA regulations (40 C.F.R. 31.40 for State, local and tribal governments; 40 C.F.R. 30.51 for other recipients), the recipient agrees to submit to the EPA Project Officer within 90 days after the expiration or termination of the approved project period a final report and at least one reproducible copy suitable for printing. The final report shall document project activities over the entire project period and shall include brief information on each of the following areas: 1) a comparison of actual accomplishments with the anticipated outputs/outcomes specified in the assistance agreement work plan; 2) reasons why anticipated outputs/outcomes were not met; and 3) other pertinent information, including, when appropriate, analysis and explanation of cost overruns or high unit costs. The recipient agrees that it will notify EPA of problems, delays, or adverse conditions which materially impair the ability to meet the outputs/outcomes specified in the assistance agreement work plan. The recipient's final technical report will include estimates of greenhouse gas reductions achieved by the project including the underlying data and assumptions used to calculate those reductions.

3. Workshops Attendance:

Recipient must send at least one employee of Recipient's organization to attend and participate in EPA's Annual Climate Showcase Communities Training Workshop every year for each year of this grant agreement's active project period. To the extent such costs are allowable, grant funds may be used for travel and related costs for up to three people to attend the annual training workshops. Grant funds may not be used to send more than three people to the annual training workshop each year. Recipients must seek prior approval for training expenses, including travel and lodging costs.

4. No EPA grant funding will be used to install renewable energy systems to existing buildings that are eligible for or listed on the National Register of Historic Places in the absence of appropriate review under section 106 of the National Historic Preservation Act (NHPA).

5. EPA may terminate the assistance agreement for failure of the recipient to make sufficient progress so as to reasonably ensure completion of the project within the project period, including any extensions. EPA will measure sufficient progress by examining the performance required under the workplan in conjunction with the milestone schedule, the time remaining for performance within the project period, and/or the availability of funds necessary to complete the project.

6. Substantial Involvement

§ The EPA Project Officer (PO) and the recipient Project Manager (PM) will be in frequent communication throughout all phases of the Cooperative Agreement. At a minimum, this communication will occur through monthly telephone calls or e-mails, and at annual meetings.

- § The EPA PO will monitor the progress of the work throughout the project to ensure overall project direction.
- § The EPA PO will review all drafts of written materials which reference EPA program information going to the public before final printing and distribution.
- § The recipient will provide EPA with sufficient time to review and comment on all materials developed for this Cooperative Agreement. EPA reviews will focus on technical accuracy, compliance with applicable statutory and regulatory requirements.
- § The recipient PM agrees to consult with the EPA PO on all major phases of the project. However, the recipient shall make all final decisions. The EPA PO will provide input to the recipient on the various project tasks. This will occur through monthly phone conferences between the recipient and the EPA PO.