

AGENDA ITEM SUMMARY

DATE 11-28-2011 **DEPARTMENT:** Grants/Public Works **DEPT. HEAD SIGNATURE:** HD/ TH

SUBJECT: Continued discussion of Woodside Boulevard Project – Re-Scoping bid package, Public Involvement, and Grant Agreement Amendments.

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

BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:

Hailey City Council discussed the Woodside Boulevard Project on October 24, November 14, and November 21.

Council Action on November 28, 2011 includes:

- Approval of Resolution 2011-48, authorizing Engineering Contract with JUB Engineer for Re-scoping and Re-bidding the project – See:

- Engineer's report with Resolution and Recommended Agreement (\$105,712) and
- Alternate agreement eliminating Laurelwood pedestrian refuge (\$108,962).

- Discussion of Public Involvement, both Pre-Construction and Construction phases, and consideration and decision on the Pre-Construction Public Involvement Contract with the Langdon Group through JUB Engineers – See:

- Langdon Group's Scope of Work for Pre-Construction Public Involvement (\$47,000); and
- Langdon' Group's Scope of Work for Construction Phase Public Involvement (\$48,000)

- Information to the Council regarding upcoming work with US DOT on Grant Agreement Revisions, below:

The current TIGER II grant agreement is undergoing revision, with a final amended agreement anticipated for consideration and signing at the December 12, 2011 city council meeting. The revisions will reflect the agreed-to project scope and schedule modifications. See Grant Agreement Attachments A, B, and C which are included to convey the general content of the amendments anticipated. No action is needed on these at these time, unless city council direction is warranted.

- Attachment A, Statement of Work;
- Attachment B, Project Schedule; and
- Attachment C, Project Budget

FISCAL IMPACT / PROJECT FINANCIAL ANALYSIS Caselle # _____

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 type="checkbox"/> City Administrator | <input type="checkbox"/> Library | <input type="checkbox"/> Benefits Committee |
| <input 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 approve Resolution 2011-48, authorizing Engineering Contract with JUB Engineer for Re-scoping and Re-bidding the project in the amount of \$105,712 (this includes and ratifies the utility coordination work costing \$6,500 authorized on November 21, 2011 with verbal motion of the Hailey City Council).

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./Agrmt./Order Originals: Record
Copies (all info.): _____
Instrument # _____

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

City Engineer Memo

To: Mayor Rick Davis
City Council Members

CC: Heather Dawson, City Administrator
Ned Williamson, City Attorney

From: Tom Hellen, City Engineer 

Date: 11/23/2011

Re: Woodside Boulevard Redesign

J-U-B Engineers has presented a proposed scope of work and design fees for redesigning and rebidding the Woodside Boulevard project with the reduced scope allowed by FHWA. These revisions include removing bus pull-outs, revising the overlay section design, narrowing the sidewalks to 5' and replacing thermoplastic lane markings and symbols with paint.

One item discussed on November 21 needs further clarification – the intersection of Woodside and Laurelwood (see attached drawing). The current design has a concrete median and a widening of the intersection. The intent of the design of this intersection was to provide traffic calming and a pedestrian refuge. With a bus stop on each side of the street at this location this was viewed as a safety item. J-U-B Engineers fees would decrease by \$3,150 if this design is left as is. The potential decrease in construction costs would be \$10 – 12,000. A redesign would remove the medians and the offset in the traffic lane.

The revised bid package would include the following:

- A revised specification with a one year construction schedule
- Revised drawings with bus pull-outs removed, the overlay section redesign, 5' sidewalks and thermoplastic markings relabeled as paint for the base bid
- Add alternative drawings for the 10 bus pull-outs and the overlay section
- A revised Engineer's estimate of cost

FHWA has recommended that bus pull-outs be added back into the scope either one or two at a time to increase the possibility that at least some of them are included in the project. The prioritizing of the bus pull-outs will be up to you. FHWA has also recommended that instead of including widening the sidewalk back to 6' or going back to thermoplastic as add alternatives they would be more appropriate as

November 23, 2011

negotiated change orders with the selected contractor should there be sufficient funds still available.

J-U-B Engineers proposed costs, including utility coordination and as a not-to-exceed amount, are \$108,862 if they redesign the Laurelwood intersection and \$105,712 if we leave it in the plans as is. Both agreements are attached for your consideration. Despite the additional construction cost I would recommend leaving the design in place.

**CITY OF HAILEY
RESOLUTION NO. 2011-48**

**RESOLUTION OF THE CITY COUNCIL FOR THE CITY OF HAILEY
AUTHORIZING THE EXECUTION OF CONTRACT FOR ENGINEERING SERVICES
WITH J-U-B ENGINEERS, INC, FOR THE RESCOPE AND REBID OF THE PS&E
PACKAGE FOR THE WOODSIDE BOULEVARD RECONSTRUCTION PROJECT**

WHEREAS, the City of Hailey desires to enter into an agreement with J-U-B ENGINEERS (J-U-B) under which J-U-B will perform and be responsible for engineering services for the City of Hailey.

WHEREAS, the City of Hailey and J-U-B have agreed to the terms and conditions of the Agreement for Professional Services, a copy of which is attached hereto.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF HAILEY, IDAHO, that the City of Hailey approves the Agreement for Professional Services between the City of Hailey and J-U-B Engineering, Inc. and that the Mayor is authorized to execute the attached Agreement,

Passed this 28th day of November, 2011.

City of Hailey

Richard L. Davis, Mayor

ATTEST:

Mary Cone, City Clerk



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

J-U-B Project No.: 83-10-043
J-U-B Project Manager: Lori Labrum

This Agreement entered into and effective this 21 day of November 2011, between City of Hailey, Idaho at 115 Main Street South, Suite H, Hailey, Idaho 83333, hereinafter referred to as the "CLIENT" and J-U-B ENGINEERS, Inc., an Idaho corporation, hereinafter referred to as "J-U-B".

WITNESSETH:

WHEREAS the CLIENT intends to: Rescope and rebid the PS&E package for the Woodside Blvd Reconstruction Project hereinafter referred to as the "Project". The Services to be performed by J-U-B are hereinafter referred to as the "Services."

NOW, THEREFORE, the CLIENT and J-U-B, in consideration of their mutual covenants herein, agree as set forth below:

MUTUAL RESPONSIBILITIES

This Agreement is based upon a mutual obligation of good faith and fair dealing between the parties in its performance and enforcement. Accordingly, the CLIENT and J-U-B, with a positive commitment to honesty and integrity, agree that each will assist in the other's performance; that each will avoid hindering the other's performance; that each will work diligently to fulfill its obligations; and that each will cooperate in the common endeavor of the Agreement.

CLIENT INFORMATION AND RESPONSIBILITIES

The CLIENT will provide to J-U-B all criteria and full information as to CLIENT's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and any budgetary limitations; and furnish copies of all design and construction standards, rules and laws which CLIENT or others will require to be included in the drawings and specifications upon which J-U-B can rely for completeness and accuracy.

The CLIENT will furnish to J-U-B all data, documents, and other items in CLIENT's possession, or reasonably obtainable by CLIENT, including, without limitation: 1) borings, probings and subsurface explorations, hydrographic surveys, laboratory tests and inspections of samples, materials and equipment, 2) appropriate professional interpretations of all of the foregoing, 3) environmental assessment and impact statements, 4) surveys of record, property descriptions, zoning, deeds and other land use restrictions, rules and laws, and 5) other special data or consultations, all of which J-U-B may use and rely upon in performing Services under this Agreement.

The CLIENT will obtain, arrange and pay for all advertisements for bids, permits and licenses, and similar fees and charges required by authorities, and provide all land, easements, rights-of-ways and access necessary for J-U-B's Services and the Project.

In addition, the CLIENT will furnish to J-U-B: N/A

PROJECT REPRESENTATIVES

The CLIENT and J-U-B hereby designate their authorized representatives to act on their behalf with respect to the Services and responsibilities under this Agreement. The following designated representatives are authorized to receive notices, transmit information and make decisions regarding the Project and Services on behalf of their respective parties, except as expressly limited herein. These representatives are not authorized to alter or modify the TERMS AND CONDITIONS of this Agreement.

For the CLIENT:

| | | | | |
|----|---------|---------------------------------------|-----------------|--------------------------------------|
| 1. | Name | <u>Tom Hellen</u> | Work telephone | <u>208-788-9830 x14</u> |
| | Address | <u>115 Main Street South, Suite H</u> | Home/cell phone | <u></u> |
| | | <u>Hailey, Idaho 83333</u> | FAX telephone | <u>208-788-2924</u> |
| | | <u></u> | E-mail address | <u>Tom.Hellen@haileycityhall.org</u> |

For J-U-B:

| | | | | |
|----|---------|--|----------------|------------------------|
| 1. | Name | <u>Lori Labrum</u> | Work telephone | <u>801-886-9052</u> |
| | Address | <u>2875 South Decker Lake Drive, Suite 575</u> | Cell phone | <u>801-214-4379</u> |
| | | <u>Salt Lake City, Utah 84119</u> | FAX telephone | <u>801-886-9123</u> |
| | | <u></u> | E-mail address | <u>LLabrum@jub.com</u> |

In the event any changes are made to the authorized representatives or other information listed above, the CLIENT and J-U-B agree to furnish each other timely, written notice of such changes.

SERVICES TO BE PERFORMED BY J-U-B ("Services")

J-U-B will perform the Services described as follows (or as described in Attachment 1, if provided): Modify the existing PS&E package for the Woodside Blvd project. The modification will include revisions to the plan set based on direction by the City of Hailey, to include removal of the "overlay" section of Woodside Blvd, removal of the 10 bus pullouts in the base package, provide add alternative items for the individual bus pullouts including a prioritization list for adding back in, and the overlay section. Modify the drawings to reflect a 5 foot sidewalk on both sides of Woodside Blvd. Modify the drawings to replace thermoplastic pavement markings with paint, everywhere but the roundabout. Modify the specs & estimate to reflect a single phased project to be completed in a single construction season. J-U-B will provide utility coordination services.

J-U-B assumes no responsibility to perform work not listed as Services.

SCHEDULE OF SERVICES TO BE PERFORMED

J-U-B will perform said Services as follows (or as described in Attachment 1, if provided): Six (6) weeks from notice to proceed.

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

BASIS OF FEE

The CLIENT will pay J-U-B for their Services and reimbursable expenses as follows (or as described in Attachment 1, if provided): Time and Materials Not to Exceed \$105,712

Yes *Management Reserve Fund.* If "YES", the CLIENT will establish a management reserve fund of \$_____ to provide the CLIENT's Authorized Representative the flexibility of authorizing additional funds to the Agreement for allowable unforeseen costs or paying J-U-B for Additional Services beyond those defined in this Agreement.
 No

Yes *Retainer.* If "YES", the CLIENT will pay J-U-B a retainer of \$_____ prior to the Notice to Proceed. The retainer will be applied to the final billing(s) at the completion of the Services rendered under the Agreement.
 No

Other work that J-U-B performs, which is not defined as Services at the request or acquiescence or knowledge of the CLIENT, is "Additional Services". Unless otherwise agreed, the CLIENT will pay J-U-B for Additional Services on a time and materials basis.

File Folder Title: Woodside Blvd Reconstruction - Rescoping/Rebidding Project

Remarks: _____

The Notice to Proceed, by the CLIENT, verbal or written, or execution of the Agreement shall constitute acceptance of this Agreement. THE TERMS AND CONDITIONS ON PAGES 3 AND 4, INCLUDING RISK ALLOCATION, ARE PART OF THIS AGREEMENT. THE CLIENT AGREES TO SAID TERMS AND CONDITIONS FOR ALL SERVICES AND ADDITIONAL SERVICES. Special Provisions that modify these TERMS AND CONDITIONS, if any, are included in Attachment 2.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written. These parties represent and acknowledge that they have authority to execute this Agreement.

CLIENT:
City of Hailey

NAME
115 Main Street, Suite H

STREET
Hailey, Idaho 83333

CITY / STATE / ZIP CODE

BY (Signature)
Rick Davis/Mayor

NAME / TITLE

BY (Signature)
Tom Hellen/Public Works Director

ADDITIONAL NAME / TITLE

J-U-B ENGINEERS, Inc.:
2875 South Decker Lake Drive, Suite 575

STREET
Salt Lake City, Utah 84119

CITY / STATE / ZIP CODE

BY (Signature)
Chuck Larson/Vice President

NAME / TITLE

- Attachment 1 – Scope of Services and/or Schedule and/or Basis of Fee
 - Attachment 2 – Special Provisions
 - Standard Exhibit A – Electronic Documents Reuse Provisions
 - Standard Exhibit B – Construction Phase Services
- Applicable Attachments or Exhibits to this Agreement are indicated as marked.*

DISTRIBUTION: Accounting; Project File; CLIENT

REV: 1/09

J-U-B ENGINEERS, Inc.
TERMS AND CONDITIONS

GENERAL

J-U-B shall provide for the CLIENT the Services as set forth herein. The Services will be performed in accordance with the care and skill ordinarily used by members of the subject profession practicing under like circumstances at the same time and in the same locality. **J-U-B MAKES NO WARRANTY EITHER EXPRESSED OR IMPLIED ON BEHALF OF IT OR OTHERS.** The CLIENT acknowledges and agrees that requirements governing the Project may be ambiguous and otherwise subject to various and possibly contradictory interpretations; and, J-U-B is, therefore, only responsible to use its reasonable professional efforts and judgment to interpret such requirements.

J-U-B shall not be responsible for acts or omissions of any other party involved in the Project, including but not limited to the following: the failure of a third party to follow J-U-B's recommendations; the means, methods, techniques, sequences or procedures of construction; safety programs and precautions selected by third parties; compliance by CLIENT or third parties with laws, rules, regulations, ordinances, codes, orders or authority; and any contact or action of the CLIENT or others with third parties. CLIENT, therefore, indemnifies and holds J-U-B harmless from the actions and omissions of CLIENT and third parties involved in the Project.

J-U-B shall not be required to sign any documents, no matter by whom requested, that would result in J-U-B's having to certify, guarantee or warrant the existence of conditions whose existence J-U-B cannot ascertain. The CLIENT also agrees not to make resolution of any dispute with J-U-B or payment of any amount due to J-U-B in any way contingent upon J-U-B signing any such certification.

CLIENT acknowledges that in soil investigation work and in determining subsurface conditions for the Project, the characteristics may vary greatly between successive test points and sample intervals.

Resetting of survey and/or construction stakes shall constitute Additional Services.

Any sales tax or other tax on the Services rendered under this Agreement shall be paid by the CLIENT.

REUSE OF DOCUMENTS

Documents that may be relied upon by CLIENT as instruments of service under this Agreement are limited to the printed copies (also known as hard copies) that are signed or sealed by J-U-B. All printed materials, any magnetic media, or other communication or information formats ("Documents") that may be prepared or furnished by J-U-B pursuant to this Agreement are instruments of service with respect to the Project and shall remain the property of J-U-B whether or not the Project is completed. Although CLIENT may make and retain copies of Documents for information and reference in connection with use on the Project by CLIENT, J-U-B shall retain all common law, statutory and other reserved rights, including the copyright thereto, and the same shall not be reused without J-U-B's written consent. Any reuse without written consent by J-U-B, or without verification or adoption by J-U-B for the specific purpose intended by the reuse, will be at CLIENT's sole risk and without liability or legal exposure to J-U-B. The CLIENT shall indemnify and hold J-U-B harmless from any claims, damages, losses and expenses arising out of or resulting from such reuse. Files in electronic media format of text, data, graphics, or of other types that are otherwise furnished by J-U-B to CLIENT are only for convenience of CLIENT. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk.

If submittal of electronic files are included as part of the Project, the requirements of **Standard Exhibit A – Electronic Documents Reuse Provisions** apply to this Agreement.

CONSTRUCTION PHASE SERVICES

It is understood and agreed that J-U-B does not have control over, and neither the professional activities of J-U-B nor the presence of J-U-B at the Project Site shall give J-U-B control over contractor(s) work; nor, shall J-U-B have authority over or responsibility for the means, methods, techniques, sequences or procedures of construction selected by contractor(s), for safety precautions and programs incident to the work of the contractor(s) or for any failure of contractor(s) to comply with laws, rules, regulations, ordinances, codes or orders applicable to contractor(s) furnishing and performing their work or providing any health and safety precautions required by any regulatory agencies. Accordingly, J-U-B does not guarantee or warrant the performance of the construction contracts by contractor(s), nor assume responsibility of contractor(s) failure to furnish and perform their work in accordance with the Contract Documents.

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

If Construction Phase Services are included as part of the Project, the requirements of **Standard Exhibit B – Construction Phase Services** apply to this Agreement.

OPINIONS OF COST

Since J-U-B has no control over the cost of labor, materials, equipment or Services furnished by others, or over the contractor(s)' methods of determining prices, or over competitive bidding or market conditions, J-U-B's opinions of probable total Project costs and construction, if any, are to be made on the basis of J-U-B's experience and qualifications, and represent J-U-B's best judgment as an experienced and qualified professional engineer, familiar with the construction industry; but J-U-B cannot and does not guarantee that proposals, bids or actual total Project or construction costs will not vary from opinions of probable cost prepared by J-U-B. If the CLIENT wishes assurance as to total Project or construction costs, CLIENT shall employ an independent cost estimator. J-U-B's Services to modify the Project to bring the construction costs within any limitation established by the CLIENT will be considered Additional Services and paid for as such by the CLIENT.

TIMES OF PAYMENTS

J-U-B shall submit monthly statements for Services rendered and for expenses incurred, which statements are due on presentation. CLIENT shall make prompt monthly payments. If CLIENT fails to make any payment in full within thirty (30) days after receipt of J-U-B's statement, the amounts due J-U-B will accrue interest at the rate of 1% per month from said thirtieth day. If the CLIENT fails to make payments when due or otherwise is in breach of this Agreement, J-U-B may suspend performance of Services upon five (5) days' notice to the CLIENT. J-U-B shall have no liability whatsoever to the CLIENT for any costs or damages as a result of such suspension caused by any breach of the Agreement by the CLIENT. Upon cure of breach or payment in full by the CLIENT within thirty (30) days of the date breach occurred or payment is due, J-U-B shall resume Services under the Agreement, and the time schedule and compensation shall be equitably adjusted to compensate for the period of suspension, plus any other reasonable time and expense necessary for J-U-B to resume performance. If the CLIENT fails to make payment as provided herein and cure any other breach of this Agreement within thirty (30) days after suspension of Services, such failure shall constitute a material breach of this Agreement and shall be cause for termination of this Agreement by J-U-B.

TERMINATION

The obligation to provide further Services under the Agreement may be terminated by either party upon thirty (30) days' written notice. If this Agreement is terminated by either party, J-U-B will be paid for Services and Additional Services rendered and for expenses incurred. If the Agreement is terminated by the CLIENT for reasons other than J-U-B's material breach of this Agreement, or is terminated by J-U-B for CLIENT's material breach of this Agreement, J-U-B shall be paid, in addition to any other remedies at law or equity, an allowance as determined by J-U-B,

including but not limited to: the cost and expense J-U-B incurs in withdrawing its labor and resources from the Project, obtaining and engaging in a new Project with the labor and resources withdrawn from the Project, and the lost profit on the remainder of the work.

RISK ALLOCATION

The CLIENT is aware of the risks, rewards, and benefits of the Project and J-U-B's Basis of Fee for Services. The risks are hereby allocated such that the CLIENT agrees that, to the fullest extent permitted by law, the total combined liability of J-U-B, its officers, employees, successors, partners, heirs and assigns to the CLIENT, for professional errors or omissions, directly or through third parties, for all injuries, claims, expenses, costs, fees, and legal fees, damages or claims of expenses arising out of this Agreement from any cause, shall not exceed the amount of J-U-B's fees paid on this Agreement. Such causes include, but are not limited to, J-U-B's negligence, errors, omissions, strict liability, and breach of this Agreement. In no event shall J-U-B be liable for any incidental, indirect or consequential damages.

J-U-B's liability for any cause or claim other than for professional errors or omissions, including, but not limited to, negligence, strict liability, or breach of contract or warranty, express or implied, shall not exceed the total insurance proceeds (excluding fees, costs and expenses of investigation, claims adjustment, defense and appeal) paid on behalf of or to J-U-B by J-U-B's insurers in settlement or satisfaction of such causes or claim under the terms and conditions of J-U-B's insurance policies applicable thereto.

The CLIENT agrees that J-U-B is not responsible for damages arising directly or indirectly from any delays for causes beyond J-U-B's control. For purposes of this Agreement, such causes include, but are not limited to, strikes or other labor disputes; severe weather disruptions or other natural disasters; fires, riots, war or other emergencies or acts of God; failure of any government agency or other third party to act in a timely manner; failure of performance by the CLIENT or the CLIENT's contractors or consultants; or discovery of any hazardous substance or differing site conditions. In addition, if the delays resulting from any such causes increase the cost or time required by J-U-B to perform its Services in an orderly and efficient manner, J-U-B shall be entitled to an equitable adjustment in schedule and compensation. To the extent allowed by law, CLIENT may not recover for economic loss from J-U-B through third parties.

HAZARDOUS WASTE, ASBESTOS, AND TOXIC MATERIALS

The CLIENT agrees, notwithstanding any other provision of this Agreement, to the fullest extent permitted by law, to indemnify and hold harmless J-U-B, its officers, employees, successors, partners, heirs and assigns (collectively, J-U-B) from and against any and all claims, suits, demands, liabilities, losses, damages or costs, including reasonable attorneys' fees and defense costs arising out of or in any way connected with the detection, presence, handling, removal, abatement, or disposal of any asbestos or hazardous or toxic substances, products or materials that exist on, about or adjacent to the Project Site, whether liability arises under breach of contract or warranty, tort, including negligence, strict liability or statutory liability or any other cause of action, except for the sole negligence or willful misconduct of J-U-B.

RIGHT OF ENTRY

The CLIENT shall provide for J-U-B's right to enter the property owned by the CLIENT and others in order for J-U-B to fulfill the Services to be performed hereunder. The CLIENT understands that use of testing or other equipment may unavoidably cause some damage, the correction of which is not part of this Agreement. The CLIENT agrees, to the fullest extent permitted by law, to indemnify and hold harmless J-U-B, its officers, employees, successors, partners, heirs and assigns (collectively, J-U-B) against any damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising or allegedly arising from procedures associated with testing or investigative activities or connected in any way with the Project, Services, or discovery of hazardous materials or suspected hazardous materials on the property.

MEDIATION BEFORE LITIGATION

In an effort to resolve any conflicts that arise during the design and construction of the Project or following the completion of the Project, the CLIENT and J-U-B agree that all disputes between them arising out of or relating to this Agreement, the Project, or the Services, except for the payment of J-U-B's fees, shall be submitted to nonbinding mediation as a condition precedent to litigation unless the parties mutually agree otherwise. The CLIENT further agrees to include a similar mediation provision in all agreements with independent contractors and consultants on the Project, and also to include a similar mediation provision in all agreements with their subcontractors, subconsultants, suppliers and fabricators on the Project, thereby providing for mediation as the primary method for dispute resolution among the parties to all those agreements.

LEGAL FEES

In the event of any action brought by J-U-B to enforce the payment provisions of the Agreement, the prevailing party shall be entitled to such reasonable amounts for fees, costs and expenses including attorney's fees as may be set by a court.

SURVIVAL

All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.

EXTENT OF AGREEMENT

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

SUCCESSORS AND ASSIGNS

CLIENT and J-U-B and their partners, successors to this Agreement, executors, administrators and legal representatives of such other party, each is hereby bound in respect to all the covenants, agreements and obligations of this Agreement. Neither CLIENT nor J-U-B may assign, sublet, or transfer any rights under or interest (including, without limitation, moneys that are due or may become due) in this Agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against J-U-B. J-U-B's Services under this Agreement are being performed solely for the CLIENT's benefit, and no other party or entity shall have any claim against J-U-B because of this Agreement or the performance or nonperformance of Services hereunder. In the event of such third party claim, CLIENT agrees to indemnify and hold J-U-B harmless from the same. The CLIENT agrees to require a similar provision in all contracts with contractors, subcontractors, consultants, vendors and other entities involved in the Project to carry out the intent of this provision to make express to third parties that they are not third party beneficiaries.

CONTROLLING LAW, JURISDICTION, AND VENUE

This Agreement is to be governed by the laws of the state in which the Project is primarily located. Any action or proceeding arising from or in connection with this Agreement shall be subject to the exclusive jurisdiction of said state.



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

Attachment 1 – Scope of Services and / or Schedule and / or Basis of Fee

The Agreement for Professional Services is amended and supplemented to include the following provisions regarding the Scope of Services, and/or Schedule of Services, and/or the Basis of Fee:

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

SCOPE OF SERVICES

J-U-B's Services under this Agreement are limited to the following:

Revise the Plans, Specs and Estimate to reflect the revised scope of work on the project. This includes modification of the drawings to remove ten (10) bus pullouts out of the base bid and include additive alternates for each pullout. It also includes modification of the plans to remove the overlay section and provide an additive alternate. This includes revising the drawings to reflect a reduced sidewalk width of 5 feet and replacing the thermoplastic markings with paint along the corridor. (Thermoplastic markings will remain at the roundabout and the traffic signal.) J-U-B will revise the specifications to reflect a single construction season and will revise the cost estimate to reflect the base bid and the add alternative items.

SCHEDULE OF SERVICES

Predicated upon timely receipt of CLIENT-provided information, typical review periods, and active direction during work, J-U-B anticipates the following schedule for the Services listed:

The schedule for completion is six (6) weeks from notice to proceed.

BASIS OF FEE

J-U-B's Basis of Fee for the Services listed in the Agreement is as follows:

Time and Materials Not to Exceed \$105,712. See attached Cost Estimate dated 11/22/2011.



J-U-B ENGINEERS, Inc.
ENGINEERS • SURVEYORS • PLANNERS

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

Attachment 2 – Special Provisions

The TERMS AND CONDITIONS of the Agreement for Professional Services are amended to include the following Special Provisions:

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

SPECIAL PROVISIONS

1. Delete paragraph 2 under RISK ALLOCATION page 4 of 4 on Agreement for Professional Services.
2. Replace "J-U-B's fees paid on this Agreement." in second sentence of paragraph 1, page 4 of 4, under RISK ALLOCATION, and replace with \$1,000,000.

3. Delete "LEGAL FEE" paragraph on page 4 of 4 and replace with the following:

ATTORNEY'S FEES.

If a suit, action, or other proceeding arising out of or related to this Agreement is instituted by any party to this Agreement, the prevailing party shall be entitled to recover its reasonable attorney fees, expert witness fees, and costs (i) incurred in any settlement negotiations, (ii) incurred in preparing for, prosecuting or defending any suit, action, or other proceeding, and (iii) incurred in preparing for, prosecuting or defending any appeal of any suit, action, or other proceeding. For the purpose of this section, "attorney fees" shall mean and include (i) attorney fees and (ii) paralegal fees. This section shall survive and remain enforceable notwithstanding any rescission of this Agreement or a determination by a court of competent jurisdiction that all or any portion of the remainder of this Agreement is void, illegal, or against public policy.

Woodside Boulevard Reconstruction Project
 Project Scope Revisions - Design Fee Estimate
 Hailey, Idaho
 11/22/2011

| Scope Changes | | |
|--|--|------------------|
| SUMMARY OF PROFESSIONAL SERVICES LABOR FEES | | |
| A. | SH-75 SIGNAL DESIGN AND PLANS | \$0 |
| B. | FOX ACRES INTERSECTION / ROUNDABOUT DESIGN | \$0 |
| C. | NORTH WOODSIDE BOULEVARD RECONSTRUCTION | \$56,344 |
| D. | SOUTH WOODSIDE BOULEVARD RECONSTRUCTION | \$37,368 |
| E. | PUBLIC INVOLVEMENT | \$0 |
| F. | PROJECT ADMINISTRATION | \$11,100 |
| TOTAL LABOR COSTS: | | \$104,812 |
| REIMBURSABLES | | |
| | MILEAGE: | \$500 |
| | PRINTING: | \$300 |
| | MAILINGS: | \$100 |
| | PER DIEM: | \$0 |
| TOTAL REIMBURSABLES: | | \$900 |
| TOTAL PROPOSED FEE: | | \$105,712 |

Woodside Boulevard Reconstruction Project
 Project Scope Revisions - Design Fee Estimate
 Hailey, Idaho

| TASK DESCRIPTION | QA/QC Manager | Project Engineer | Traffic Engineer | Sanitor Designer | Engineer/Designer | Driller | Landscapes Archt. | Drainage Engineer | Public Involvement | Clerical | TOTAL |
|--|---------------|------------------|------------------|------------------|-------------------|---------|-------------------|-------------------|--------------------|----------|----------|
| | | | | | | | | | | | |
| C. NORTH WOODSIDE SUBMITTAL PACKAGE | | | | | | | | | | | |
| 1. Prepare Utility Plans / Utility Plan Coordination | | 4 | 40 | | | | | 10 | | | \$6,300 |
| Final Coordination with Utility Companies | | | | | | | | | | | \$0 |
| Finalize Utility Plans | | | | | | | | | | | \$0 |
| 2. Drainage Design / Drainage Plans and Details | | 2 | 8 | 6 | | | | | | | \$1,950 |
| Evaluate Drainage Impacts from Revised Design | | | | | | | | | | | \$3,000 |
| Revise Drainage Plans and Details | | | | | | | | | | | \$13,350 |
| 3. Roadway Plan and Profile Coordination Plan Sheets | | 4 | 30 | 30 | | 40 | | | | | \$1,870 |
| Develop Final Plan and Profile Sheets w/AD/MS | | | | | | | | | | | \$2,400 |
| 4. Prepare Intersections Details | | | | 10 | | 20 | | | | | \$1,140 |
| Capitol Intersection Grades | | | | | | | | | | | \$1,880 |
| Prepare Intersection Plans and Detail Sheets (6 Sheets Attached) | | | | | | | | | | | \$1,480 |
| 5. Driveway Approaches/Details | | | 2 | | | 10 | | | | | \$1,880 |
| Calculate / Design Driveway Grades | | | | | | | | | | | |
| 6. Prepare Driveway Approach Detail Sheets | | | | | | | | | | | |
| 7. Prepare Typical Section | | | | | | | | | | | \$450 |
| Finalize Typical Roadway Sections | | | | | | | | | | | \$3,540 |
| 8. Signing / Striping Plans | | | | | | | | | | | \$900 |
| Prepare Signing / Striping Plans | | | | | | | | | | | \$0 |
| 9. Coordinate Right-of-Way | | | | | | | | | | | \$1,950 |
| Coordinate Right-of-Way | | | | | | | | | | | \$1,080 |
| 10. Prepare Supplemental Specifications | | | | | | | | | | | \$1,020 |
| Prepare Supplemental Specifications | | | | | | | | | | | |
| 11. Prepare Contract "First Bid" Documents | | | | | | | | | | | |
| 12. Coordinate with City | | | | | | | | | | | |
| 13. Prepare Estimated Opinion of Probable Construction Cost | | | | | | | | | | | |
| 14. Prepare Construction Cost Estimate | | | | | | | | | | | |
| 15. Internal QA/QC Review | | | | | | | | | | | \$2,880 |
| 100% Plan QA/QC Review | | | | | | | | | | | \$2,010 |
| 16. Assemble and Submit 100% Design Package to City for Review | | | | | | | | | | | \$1,100 |
| Incorporate QA/QC Comments into 100% Plans | | | | | | | | | | | |
| Assemble Plans and Specifications / Cost Estimate | | | | | | | | | | | |
| 17. 100% Design Review Conference Call with City | | | | | | | | | | | \$1,080 |
| Participate in Conference Call | | | | | | | | | | | \$0 |
| 18. Incorporate City Comments into Final PS&E Plans | | | | | | | | | | | \$2,580 |
| Review / Assemble City Comments for Distribution to Team | | | | | | | | | | | \$0 |
| Address Comments in Writing to City | | | | | | | | | | | |
| 19. Finalize Plans | | | | | | | | | | | \$3,640 |
| Finalize Construction Plans and Specifications | | | | | | | | | | | |
| 20. Prepare Final PS&E Package / QC Review | | | | | | | | | | | \$1,740 |
| Assemble PS&E Package | | | | | | | | | | | \$0 |
| Assemble Resident Engineer File for Construction | | | | | | | | | | | |
| 21. Submit PS&E Package to City and FHWA | | | | | | | | | | | |
| Assemble and Submit Final PS&E Package to City and FHWA | | | | | | | | | | | |
| 22. Bidding Assistance | | | | | | | | | | | \$0 |
| Address Contractor Questions / Phone Calls / Bid Addendums | | | | | | | | | | | \$0 |
| Attend Pre-Bid Meeting | | | | | | | | | | | \$56,344 |
| | | 8 | 38 | 155 | 0 | 66 | 112 | 142 | 0 | 0 | \$0 |
| | | \$1,344 | \$5,700 | \$10,600 | \$0 | \$6,670 | \$11,880 | \$10,650 | \$0 | \$1,500 | \$66,344 |

TOTAL PROPOSED FEE: \$66,344

Woodside Boulevard Reconstruction Project
 Project Scope Revisions - Design Fee Estimate
 Hailey, Idaho

| 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 | \$80.00 | \$75.00 | \$100.00 | \$120.00 | \$109.50 | \$50 | |
| Project Scope Revisions | | | | | | | | | | | | |
| C. SOUTH WOODSIDE SUBMITTAL PACKAGE | | | | | | | | | | | | |
| 1. Prepare Utility Plans / Utility Plan Coordination | | | | | | | | | | | | \$0 |
| Final Coordination with Utility Companies | | | | | | | | | | | | \$0 |
| Prepare Utility Relocation Plans for Review by Utility Companies | | | | | | | | | | | | \$0 |
| Finalize Utility Plans | | | | | | | | | | | | \$0 |
| 2. Drainage Design / Drainage Plans and Details | | | | | 20 | | | | | | | \$3,500 |
| Evaluate Drainage Impacts from Revised Design | | | | | 12 | | 8 | | | | | \$3,000 |
| Prepare 100% Drainage Plan Sheets | | | | | | | | | | | | |
| 3. Roadway Plan and Profile Construction Plan Sheets | | | | | 40 | | 40 | | | | | \$11,200 |
| Develop Final Plan and Profile Sheets w/ Add AIs | | | | | | | | | | | | |
| 4. Prepare Intersection Details | | | | | 10 | | 20 | | | | | \$1,870 |
| Calculate Intersection Grades | | | | | | | | | | | | \$2,400 |
| Prepare Intersection Plan and Detail Sheets (6 Sheets Anticipated) | | | | | | | | | | | | |
| 5. Driveway Approaches / Details | | | | | | 10 | | | | | | \$1,520 |
| Calculate / Design Driveway Grades | | | | | | | | | | | | \$2,130 |
| Prepare Driveway Approach Detail Sheets | | | | | | | | | | | | |
| 6. Prepare Typical Sections | | | | | | 2 | 2 | | | | | \$450 |
| Finalize Typical Roadway Sections | | | | | | | | | | | | |
| 7. Signing / Striping Plans | | | | | | | | | | | | \$940 |
| Prepare Signing / Striping Plans | | | | | | | | | | | | |
| 8. Calculate Roadway Quantities | | | | | | | | | | | | \$640 |
| Calculate Roadway Quantities | | | | | | 4 | | | | | | |
| 10. Internal QA/QC Review | | | | | | | | | | | | \$2,868 |
| 100% plan QA/QC Review | | | | | | | | | | | | |
| 11. Assemble and Submit 100% Design Package to City for Review | | | | | | | | | | | | \$2,010 |
| Incorporate QA/QC Comments into 100% Plans | | | | | | 8 | 14 | | | | | \$820 |
| Assemble Plans and Specifications / Cost Estimate | | | | | | | | | | | | |
| 12. Incorporate City Comments into Final PS&E Plans | | | | | | | | | | | | \$2,100 |
| Review / Assemble City Comments for Distribution to Team | | | | | | 8 | 8 | | | | | \$0 |
| Address Comments in Writing to City | | | | | | | | | | | | |
| 13. Finalize Plans | | | | | | | | | | | | \$1,660 |
| Finalize Construction Plans and Specifications | | | | | | | | | | | | |
| 14. Prepare Final PS&E Package / QC Review | | | | | | | | | | | | \$0 |
| Assemble PS&E Package | | | | | | | | | | | | \$0 |
| Assemble Resident Engineer File for Construction | | | | | | | | | | | | \$0 |
| 15. Submit PS&E Package to City and FHWA | | | | | | | | | | | | \$0 |
| Assemble and Submit Final PS&E Package to City and FHWA | | | | | | | | | | | | |
| 16. Bidding Assistance | | | | | | | | | | | | \$0 |
| Address Contractor Questions / Phone Calls / Bid Addendums | | | | | | | | | | | | \$0 |
| Attend Pre-Bid Meeting | | | | | | | | | | | | \$0 |
| | 6 | 14 | 55 | 0 | 82 | 102 | 110 | 0 | 0 | 0 | 16 | \$37,988 |
| | \$1,008 | \$2,100 | \$6,000 | \$0 | \$9,430 | \$9,180 | \$6,250 | \$0 | \$0 | \$0 | \$800 | \$37,918 |
| TOTAL PROPOSED FEE: | | | | | | | | | | | | \$37,368 |

Woodside Boulevard Reconstruction Project
 Project Scope Revisions - Design Fee Estimate
 Hailey, Idaho

| TASK DESCRIPTION | QA/QC \$168 | Project Manager \$150 | 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 |
|--|----------------|-----------------------------|---------------------------------|---------------------------------|--------------------------------|----------------------------------|--------------------|--------------------------------|----------------------------------|-----------------------------------|------------------|----------|
| Project Scope Revisions | | | | | | | | | | | | |
| F. PROJECT ADMINISTRATION | | | | | | | | | | | | |
| 1. Progress Meetings | | 10 | 10 | | | | | | | | | \$2,700 |
| Team Meetings (bi-weekly) | | | | | | | | | | | | \$0 |
| Misc. Internal Progress meetings | | | | | | | | | | | | |
| 2. Project Management and Coordination with City and FHWA | | | | | | | | | | | | |
| Project Oversight and Coordination | | 30 | 10 | | | | | | | | | \$5,700 |
| Bi-weekly phone calls with City | | 10 | 10 | | | | | | | | | \$2,700 |
| | 0 | 50 | 30 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | \$11,100 |
| | \$0 | \$7,500 | \$3,600 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$11,100 |
| TOTAL PROPOSED FEE: | | | | | | | | | | | \$11,100 | |



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

J-U-B Project No.: 83-10-043
J-U-B Project Manager: Lori Labrum

This Agreement entered into and effective this 21 day of November 2011, between City of Hailey, Idaho at 115 Main Street South, Suite H, Hailey, Idaho 83333, hereinafter referred to as the "CLIENT" and J-U-B ENGINEERS, Inc., an Idaho corporation, hereinafter referred to as "J-U-B".

WITNESSETH:

WHEREAS the CLIENT intends to: Rescope and rebid the PS&E package for the Woodside Blvd Reconstruction Project hereinafter referred to as the "Project". The Services to be performed by J-U-B are hereinafter referred to as the "Services."

NOW, THEREFORE, the CLIENT and J-U-B, in consideration of their mutual covenants herein, agree as set forth below:

MUTUAL RESPONSIBILITIES

This Agreement is based upon a mutual obligation of good faith and fair dealing between the parties in its performance and enforcement. Accordingly, the CLIENT and J-U-B, with a positive commitment to honesty and integrity, agree that each will assist in the other's performance; that each will avoid hindering the other's performance; that each will work diligently to fulfill its obligations; and that each will cooperate in the common endeavor of the Agreement.

CLIENT INFORMATION AND RESPONSIBILITIES

The CLIENT will provide to J-U-B all criteria and full information as to CLIENT's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and any budgetary limitations; and furnish copies of all design and construction standards, rules and laws which CLIENT or others will require to be included in the drawings and specifications upon which J-U-B can rely for completeness and accuracy.

The CLIENT will furnish to J-U-B all data, documents, and other items in CLIENT's possession, or reasonably obtainable by CLIENT, including, without limitation: 1) borings, probings and subsurface explorations, hydrographic surveys, laboratory tests and inspections of samples, materials and equipment, 2) appropriate professional interpretations of all of the foregoing, 3) environmental assessment and impact statements, 4) surveys of record, property descriptions, zoning, deeds and other land use restrictions, rules and laws, and 5) other special data or consultations, all of which J-U-B may use and rely upon in performing Services under this Agreement.

The CLIENT will obtain, arrange and pay for all advertisements for bids, permits and licenses, and similar fees and charges required by authorities, and provide all land, easements, rights-of-ways and access necessary for J-U-B's Services and the Project.

In addition, the CLIENT will furnish to J-U-B: N/A

PROJECT REPRESENTATIVES

The CLIENT and J-U-B hereby designate their authorized representatives to act on their behalf with respect to the Services and responsibilities under this Agreement. The following designated representatives are authorized to receive notices, transmit information and make decisions regarding the Project and Services on behalf of their respective parties, except as expressly limited herein. These representatives are not authorized to alter or modify the TERMS AND CONDITIONS of this Agreement.

For the CLIENT:

| | | | | |
|----|---------|---------------------------------------|-----------------|--------------------------------------|
| 1. | Name | <u>Tom Hellen</u> | Work telephone | <u>208-788-9830 x14</u> |
| | Address | <u>115 Main Street South, Suite H</u> | Home/cell phone | <u></u> |
| | | <u>Hailey, Idaho 83333</u> | FAX telephone | <u>208-788-2924</u> |
| | | <u></u> | E-mail address | <u>Tom.Hellen@haileycityhall.org</u> |

For J-U-B:

| | | | | |
|----|---------|--|----------------|------------------------|
| 1. | Name | <u>Lori Labrum</u> | Work telephone | <u>801-886-9052</u> |
| | Address | <u>2875 South Decker Lake Drive, Suite 575</u> | Cell phone | <u>801-214-4379</u> |
| | | <u>Salt Lake City, Utah 84119</u> | FAX telephone | <u>801-886-9123</u> |
| | | <u></u> | E-mail address | <u>LLabrum@jub.com</u> |

In the event any changes are made to the authorized representatives or other information listed above, the CLIENT and J-U-B agree to furnish each other timely, written notice of such changes.

SERVICES TO BE PERFORMED BY J-U-B ("Services")

J-U-B will perform the Services described as follows (or as described in Attachment 1, if provided): Modify the existing PS&E package for the Woodside Blvd project. The modification will include revisions to the plan set based on direction by the City of Hailey, to include removal of the "overlay" section of Woodside Blvd, removal of the 10 bus pullouts in the base package, provide add alternative items for the individual bus pullouts and include a prioritization list for adding back in. Remove the traffic calming elements at the intersection of Woodside Blvd & Laurelwood Drive. Modify the specifications to reflect a single phased project to be completed in a single construction season. J-U-B will also provide utility coordination services.

J-U-B assumes no responsibility to perform work not listed as Services.

SCHEDULE OF SERVICES TO BE PERFORMED

J-U-B will perform said Services as follows (or as described in Attachment 1, if provided): Six (6) weeks from notice to proceed.

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

BASIS OF FEE

The CLIENT will pay J-U-B for their Services and reimbursable expenses as follows (or as described in Attachment 1, if provided): Time and Materials Not to Exceed \$

- Yes *Management Reserve Fund.* If "YES", the CLIENT will establish a management reserve fund of \$_____ to provide the CLIENT's Authorized Representative the flexibility of authorizing additional funds to the Agreement for allowable unforeseen costs or paying J-U-B for Additional Services beyond those defined in this Agreement.
- No
- Yes *Retainer.* If "YES", the CLIENT will pay J-U-B a retainer of \$_____ prior to the Notice to Proceed. The retainer will be applied to the final billing(s) at the completion of the Services rendered under the Agreement.
- No

Other work that J-U-B performs, which is not defined as Services at the request or acquiescence or knowledge of the CLIENT, is "Additional Services". Unless otherwise agreed, the CLIENT will pay J-U-B for Additional Services on a time and materials basis.

File Folder Title: Woodside Blvd Reconstruction - Rescoping/Rebidding Project

Remarks: _____

The Notice to Proceed, by the CLIENT, verbal or written, or execution of the Agreement shall constitute acceptance of this Agreement. THE TERMS AND CONDITIONS ON PAGES 3 AND 4, INCLUDING RISK ALLOCATION, ARE PART OF THIS AGREEMENT. THE CLIENT AGREES TO SAID TERMS AND CONDITIONS FOR ALL SERVICES AND ADDITIONAL SERVICES. Special Provisions that modify these TERMS AND CONDITIONS, if any, are included in Attachment 2.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written. These parties represent and acknowledge that they have authority to execute this Agreement.

CLIENT:
City of Hailey

NAME
115 Main Street, Suite H

STREET
Hailey, Idaho 83333

CITY / STATE / ZIP CODE

BY (Signature)
Rick Davis/Mayor

NAME / TITLE

BY (Signature)
Tom Hellen/Public Works Director

ADDITIONAL NAME / TITLE

J-U-B ENGINEERS, Inc.:
2875 South Decker Lake Drive, Suite 575

STREET
Salt Lake City, Utah 84119

CITY / STATE / ZIP CODE

BY (Signature)
Chuck Larson/Vice President

NAME / TITLE

Applicable Attachments or Exhibits to this Agreement are indicated as marked.

- Attachment 1 – Scope of Services and/or Schedule and/or Basis of Fee
- Attachment 2 – Special Provisions
- Standard Exhibit A – Electronic Documents Reuse Provisions
- Standard Exhibit B – Construction Phase Services

DISTRIBUTION: Accounting; Project File; CLIENT

REV: 1/09

J-U-B ENGINEERS, Inc.
TERMS AND CONDITIONS

GENERAL

J-U-B shall provide for the CLIENT the Services as set forth herein. The Services will be performed in accordance with the care and skill ordinarily used by members of the subject profession practicing under like circumstances at the same time and in the same locality. **J-U-B MAKES NO WARRANTY EITHER EXPRESSED OR IMPLIED ON BEHALF OF IT OR OTHERS.** The CLIENT acknowledges and agrees that requirements governing the Project may be ambiguous and otherwise subject to various and possibly contradictory interpretations; and, J-U-B is, therefore, only responsible to use its reasonable professional efforts and judgment to interpret such requirements.

J-U-B shall not be responsible for acts or omissions of any other party involved in the Project, including but not limited to the following: the failure of a third party to follow J-U-B's recommendations; the means, methods, techniques, sequences or procedures of construction; safety programs and precautions selected by third parties; compliance by CLIENT or third parties with laws, rules, regulations, ordinances, codes, orders or authority; and any contact or action of the CLIENT or others with third parties. CLIENT, therefore, indemnifies and holds J-U-B harmless from the actions and omissions of CLIENT and third parties involved in the Project.

J-U-B shall not be required to sign any documents, no matter by whom requested, that would result in J-U-B's having to certify, guarantee or warrant the existence of conditions whose existence J-U-B cannot ascertain. The CLIENT also agrees not to make resolution of any dispute with J-U-B or payment of any amount due to J-U-B in any way contingent upon J-U-B signing any such certification.

CLIENT acknowledges that in soil investigation work and in determining subsurface conditions for the Project, the characteristics may vary greatly between successive test points and sample intervals.

Resetting of survey and/or construction stakes shall constitute Additional Services.

Any sales tax or other tax on the Services rendered under this Agreement shall be paid by the CLIENT.

REUSE OF DOCUMENTS

Documents that may be relied upon by CLIENT as instruments of service under this Agreement are limited to the printed copies (also known as hard copies) that are signed or sealed by J-U-B. All printed materials, any magnetic media, or other communication or information formats ("Documents") that may be prepared or furnished by J-U-B pursuant to this Agreement are instruments of service with respect to the Project and shall remain the property of J-U-B whether or not the Project is completed. Although CLIENT may make and retain copies of Documents for information and reference in connection with use on the Project by CLIENT, J-U-B shall retain all common law, statutory and other reserved rights, including the copyright thereto, and the same shall not be reused without J-U-B's written consent. Any reuse without written consent by J-U-B, or without verification or adoption by J-U-B for the specific purpose intended by the reuse, will be at CLIENT's sole risk and without liability or legal exposure to J-U-B. The CLIENT shall indemnify and hold J-U-B harmless from any claims, damages, losses and expenses arising out of or resulting from such reuse. Files in electronic media format of text, data, graphics, or of other types that are otherwise furnished by J-U-B to CLIENT are only for convenience of CLIENT. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk.

If submittal of electronic files are included as part of the Project, the requirements of **Standard Exhibit A – Electronic Documents Reuse** Provisions apply to this Agreement.

CONSTRUCTION PHASE SERVICES

It is understood and agreed that J-U-B does not have control over, and neither the professional activities of J-U-B nor the presence of J-U-B at the Project Site shall give J-U-B control over contractor(s) work; nor, shall J-U-B have authority over or responsibility for the means, methods, techniques, sequences or procedures of construction selected by contractor(s), for safety precautions and programs incident to the work of the contractor(s) or for any failure of contractor(s) to comply with laws, rules, regulations, ordinances, codes or orders applicable to contractor(s) furnishing and performing their work or providing any health and safety precautions required by any regulatory agencies. Accordingly, J-U-B does not guarantee or warrant the performance of the construction contracts by contractor(s), nor assume responsibility of contractor(s)' failure to furnish and perform their work in accordance with the Contract Documents.

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

If Construction Phase Services are included as part of the Project, the requirements of **Standard Exhibit B – Construction Phase Services** apply to this Agreement.

OPINIONS OF COST

Since J-U-B has no control over the cost of labor, materials, equipment or Services furnished by others, or over the contractor(s)' methods of determining prices, or over competitive bidding or market conditions, J-U-B's opinions of probable total Project costs and construction, if any, are to be made on the basis of J-U-B's experience and qualifications, and represent J-U-B's best judgment as an experienced and qualified professional engineer, familiar with the construction industry; but J-U-B cannot and does not guarantee that proposals, bids or actual total Project or construction costs will not vary from opinions of probable cost prepared by J-U-B. If the CLIENT wishes assurance as to total Project or construction costs, CLIENT shall employ an independent cost estimator. J-U-B's Services to modify the Project to bring the construction costs within any limitation established by the CLIENT will be considered Additional Services and paid for as such by the CLIENT.

TIMES OF PAYMENTS

J-U-B shall submit monthly statements for Services rendered and for expenses incurred, which statements are due on presentation. CLIENT shall make prompt monthly payments. If CLIENT fails to make any payment in full within thirty (30) days after receipt of J-U-B's statement, the amounts due J-U-B will accrue interest at the rate of 1% per month from said thirtieth day. If the CLIENT fails to make payments when due or otherwise is in breach of this Agreement, J-U-B may suspend performance of Services upon five (5) days' notice to the CLIENT. J-U-B shall have no liability whatsoever to the CLIENT for any costs or damages as a result of such suspension caused by any breach of the Agreement by the CLIENT. Upon cure of breach or payment in full by the CLIENT within thirty (30) days of the date breach occurred or payment is due, J-U-B shall resume Services under the Agreement, and the time schedule and compensation shall be equitably adjusted to compensate for the period of suspension, plus any other reasonable time and expense necessary for J-U-B to resume performance. If the CLIENT fails to make payment as provided herein and cure any other breach of this Agreement within thirty (30) days after suspension of Services, such failure shall constitute a material breach of this Agreement and shall be cause for termination of this Agreement by J-U-B.

TERMINATION

The obligation to provide further Services under the Agreement may be terminated by either party upon thirty (30) days' written notice. If this Agreement is terminated by either party, J-U-B will be paid for Services and Additional Services rendered and for expenses incurred. If the Agreement is terminated by the CLIENT for reasons other than J-U-B's material breach of this Agreement, or is terminated by J-U-B for CLIENT's material breach of this Agreement, J-U-B shall be paid, in addition to any other remedies at law or equity, an allowance as determined by J-U-B,

including but not limited to: the cost and expense J-U-B incurs in withdrawing its labor and resources from the Project, obtaining and engaging in a new Project with the labor and resources withdrawn from the Project, and the lost profit on the remainder of the work.

RISK ALLOCATION

The CLIENT is aware of the risks, rewards, and benefits of the Project and J-U-B's Basis of Fee for Services. The risks are hereby allocated such that the CLIENT agrees that, to the fullest extent permitted by law, the total combined liability of J-U-B, its officers, employees, successors, partners, heirs and assigns to the CLIENT, for professional errors or omissions, directly or through third parties, for all injuries, claims, expenses, costs, fees, and legal fees, damages or claims of expenses arising out of this Agreement from any cause, shall not exceed the amount of J-U-B's fees paid on this Agreement. Such causes include, but are not limited to, J-U-B's negligence, errors, omissions, strict liability, and breach of this Agreement. In no event shall J-U-B be liable for any incidental, indirect or consequential damages.

J-U-B's liability for any cause or claim other than for professional errors or omissions, including, but not limited to, negligence, strict liability, or breach of contract or warranty, express or implied, shall not exceed the total insurance proceeds (excluding fees, costs and expenses of investigation, claims adjustment, defense and appeal) paid on behalf of or to J-U-B by J-U-B's insurers in settlement or satisfaction of such causes or claim under the terms and conditions of J-U-B's insurance policies applicable thereto.

The CLIENT agrees that J-U-B is not responsible for damages arising directly or indirectly from any delays for causes beyond J-U-B's control. For purposes of this Agreement, such causes include, but are not limited to, strikes or other labor disputes; severe weather disruptions or other natural disasters; fires, riots, war or other emergencies or acts of God; failure of any government agency or other third party to act in a timely manner; failure of performance by the CLIENT or the CLIENT's contractors or consultants; or discovery of any hazardous substance or differing site conditions. In addition, if the delays resulting from any such causes increase the cost or time required by J-U-B to perform its Services in an orderly and efficient manner, J-U-B shall be entitled to an equitable adjustment in schedule and compensation. To the extent allowed by law, CLIENT may not recover for economic loss from J-U-B through third parties.

HAZARDOUS WASTE, ASBESTOS, AND TOXIC MATERIALS

The CLIENT agrees, notwithstanding any other provision of this Agreement, to the fullest extent permitted by law, to indemnify and hold harmless J-U-B, its officers, employees, successors, partners, heirs and assigns (collectively, J-U-B) from and against any and all claims, suits, demands, liabilities, losses, damages or costs, including reasonable attorneys' fees and defense costs arising out of or in any way connected with the detection, presence, handling, removal, abatement, or disposal of any asbestos or hazardous or toxic substances, products or materials that exist on, about or adjacent to the Project Site, whether liability arises under breach of contract or warranty, tort, including negligence, strict liability or statutory liability or any other cause of action, except for the sole negligence or willful misconduct of J-U-B.

RIGHT OF ENTRY

The CLIENT shall provide for J-U-B's right to enter the property owned by the CLIENT and others in order for J-U-B to fulfill the Services to be performed hereunder. The CLIENT understands that use of testing or other equipment may unavoidably cause some damage, the correction of which is not part of this Agreement. The CLIENT agrees, to the fullest extent permitted by law, to indemnify and hold harmless J-U-B, its officers, employees, successors, partners, heirs and assigns (collectively, J-U-B) against any damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising or allegedly arising from procedures associated with testing or investigative activities or connected in any way with the Project, Services, or discovery of hazardous materials or suspected hazardous materials on the property.

MEDIATION BEFORE LITIGATION

In an effort to resolve any conflicts that arise during the design and construction of the Project or following the completion of the Project, the CLIENT and J-U-B agree that all disputes between them arising out of or relating to this Agreement, the Project, or the Services, except for the payment of J-U-B's fees, shall be submitted to nonbinding mediation as a condition precedent to litigation unless the parties mutually agree otherwise. The CLIENT further agrees to include a similar mediation provision in all agreements with independent contractors and consultants on the Project, and also to include a similar mediation provision in all agreements with their subcontractors, subconsultants, suppliers and fabricators on the Project, thereby providing for mediation as the primary method for dispute resolution among the parties to all those agreements.

LEGAL FEES

In the event of any action brought by J-U-B to enforce the payment provisions of the Agreement, the prevailing party shall be entitled to such reasonable amounts for fees, costs and expenses including attorney's fees as may be set by a court.

SURVIVAL

All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.

EXTENT OF AGREEMENT

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

SUCCESSORS AND ASSIGNS

CLIENT and J-U-B and their partners, successors to this Agreement, executors, administrators and legal representatives of such other party, each is hereby bound in respect to all the covenants, agreements and obligations of this Agreement. Neither CLIENT nor J-U-B may assign, sublet, or transfer any rights under or interest (including, without limitation, moneys that are due or may become due) in this Agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against J-U-B. J-U-B's Services under this Agreement are being performed solely for the CLIENT's benefit, and no other party or entity shall have any claim against J-U-B because of this Agreement or the performance or nonperformance of Services hereunder. In the event of such third party claim, CLIENT agrees to indemnify and hold J-U-B harmless from the same. The CLIENT agrees to require a similar provision in all contracts with contractors, subcontractors, consultants, vendors and other entities involved in the Project to carry out the intent of this provision to make express to third parties that they are not third party beneficiaries.

CONTROLLING LAW, JURISDICTION, AND VENUE

This Agreement is to be governed by the laws of the state in which the Project is primarily located. Any action or proceeding arising from or in connection with this Agreement shall be subject to the exclusive jurisdiction of said state.

Woodside Boulevard Reconstruction Project
 Project Scope Revisions - Design Fee Estimate
 Hailey, Idaho

| Scope Changes | | |
|--|--|------------------|
| SUMMARY OF PROFESSIONAL SERVICES LABOR FEES | | |
| A. | SH-75 SIGNAL DESIGN AND PLANS | \$0 |
| B. | FOX ACRES INTERSECTION / ROUNDABOUT DESIGN | \$0 |
| C. | NORTH WOODSIDE BOULEVARD RECONSTRUCTION | \$59,594 |
| D. | SOUTH WOODSIDE BOULEVARD RECONSTRUCTION | \$37,368 |
| E. | PUBLIC INVOLVEMENT | \$0 |
| F. | PROJECT ADMINISTRATION | \$11,100 |
| TOTAL LABOR COSTS: | | \$108,062 |
| REIMBURSABLES | | |
| | MILEAGE: | \$500 |
| | PRINTING: | \$300 |
| | MAILINGS: | \$100 |
| | PER DIEM: | \$0 |
| TOTAL REIMBURSABLES: | | \$900 |
| TOTAL PROPOSED FEE: | | \$108,962 |

Woodside Boulevard Reconstruction Project
 Project Scope Revisions - Design Fee Estimate
 Hailey, Idaho

| TASK DESCRIPTION | QA/QC \$158 | Project Manager \$162 | Project Engineer \$120.00 | Traffic Engineer \$110.00 | Senior Designer \$110.00 | Engineer / Designer \$95.00 | Drafter \$75.00 | Landscape Arch. \$100.00 | Drainage Engineer \$120.00 | Public Involvement \$100.00 | Clerical \$50 | TOTAL |
|---|----------------|-----------------------------|---------------------------------|---------------------------------|--------------------------------|-----------------------------------|--------------------|--------------------------------|----------------------------------|-----------------------------------|------------------|----------|
| Project Scope Revisions | | | | | | | | | | | | |
| C. NORTH WOODSIDE SUBMITTAL PACKAGE | | | | | | | | | | | | |
| 1. Prepare Utility Plans / Utility Plan Coordination | | | | | | | | | | | | |
| Final Coordination with Utility Companies | | 4 | 40 | | | 10 | | | | | | \$6,300 |
| Prepare Utility Relocation Plans for Review by Utility Companies | | | | | | | | | | | | \$0 |
| Finalize Utility Plans | | | | | | | | | | | | \$0 |
| 2. Drainage Design / Drainage Plans and Details | | | | | | | | | | | | |
| Evaluate Drainage Impacts from Revised Design | | 2 | 8 | | 6 | | | | | | | \$1,950 |
| Revise Drainage Plans and Details | | 2 | 6 | | 12 | | 8 | | | | | \$3,000 |
| 3. Roadway Plan and Profile Construction Plan Sheets | | | | | | | | | | | | |
| Develop Final Plan and Profile Sheets w/Add Alts | | 4 | 40 | | 40 | 40 | 40 | | | | | \$16,600 |
| 4. Prepare Intersection Details | | | | | | | | | | | | |
| Calculate Intersection Grades | | | 6 | | 10 | | | | | | | \$1,870 |
| Prepare Intersection Plan and Detail Sheets (6 Sheets Anticipated) | | | | | | 10 | 20 | | | | | \$2,400 |
| 5. Driveway Approaches / Details | | | | | | | | | | | | |
| Calculate / Design Driveway Grades | | | 2 | | | 10 | | | | | | \$1,140 |
| Prepare Driveway Approach Detail Sheets | | | 2 | | | 10 | 10 | | | | | \$1,890 |
| 6. Prepare Typical Sections | | | | | | | | | | | | |
| Finalize Typical Roadway Sections | | | 1 | | | 2 | 2 | | | | | \$450 |
| 7. Signing / Striping Plans | | | | | | | | | | | | |
| Prepare Signing / Striping Plans | | | 2 | | | 20 | 20 | | | | | \$3,540 |
| 8. Calculate Roadway Quantities | | | | | | | | | | | | |
| Calculate Roadway Quantities | | | 4 | | | 4 | | | | | | \$840 |
| 9. Prepare Supplemental Specifications | | | | | | | | | | | | |
| Prepare Supplemental Specifications | | | | | | | | | | | | \$0 |
| Prepare Contract "Front End" Documents | 2 | 6 | 6 | | | | | | | | | \$1,950 |
| Misc. Coordination with City | | 4 | 4 | | | | | | | | | \$1,080 |
| 10. Prepare Estimated Opinion of Probable Construction Cost | | | | | | | | | | | | |
| Prepare Construction Cost estimate | | 2 | 6 | | | | | | | | | \$1,020 |
| 11. Internal QA/QC Review | | | | | | | | | | | | |
| 100% Plan QA/QC Review | 6 | 6 | 8 | | | | | | | | | \$2,668 |
| 12. Assemble and Submit 100% Design Package to City for Review | | | | | | | | | | | | |
| Incorporate QA/QC Comments into 100% Plans | | | 2 | | | 8 | 14 | | | | | \$2,010 |
| Assemble Plans and Specifications / Cost Estimate | | | 2 | | | 2 | 4 | | | | 8 | \$1,120 |
| 13. 100% Design Review Conference Call with City | | | | | | | | | | | | |
| Participate in Conference Call | | 4 | 4 | | | | | | | | | \$1,080 |
| 14. Incorporate City Comments into Final PS&E Plans | | | | | | | | | | | | |
| Review / Assemble City Comments for Distribution to Team | | 2 | 8 | | | 8 | 8 | | | | | \$2,580 |
| Address Comments in Writing to City | | | | | | | | | | | | \$0 |
| 15. Finalize Plans | | | | | | | | | | | | |
| Finalize Construction Plans and Specifications | | 2 | 8 | | | 12 | 12 | | | | 8 | \$3,640 |
| 17. Prepare Final PS&E Package / QC Review | | | | | | | | | | | | |
| Assemble PS&E Package | | | 4 | | | 4 | 4 | | | | 12 | \$1,740 |
| Assemble Resident Engineer File for Construction | | | | | | | | | | | | \$0 |
| 18. Submit PS&E Package to City and FHWA | | | | | | | | | | | | |
| Assemble and Submit Final PS&E Package to City and FHWA | | | 2 | | | 2 | | | | | 2 | \$520 |
| 19. Bidding Assistance | | | | | | | | | | | | |
| Address Contractor Questions / Phone Calls / Bid Addendums | | | | | | | | | | | | \$0 |
| Attend Pre-Bid Meeting | | | | | | | | | | | | \$0 |
| | 8 | 38 | 165 | 0 | 68 | 142 | 142 | 0 | 0 | 0 | 30 | \$59,594 |
| | \$1,344 | \$5,700 | \$19,800 | \$0 | \$7,820 | \$12,780 | \$10,650 | \$0 | \$0 | \$0 | \$1,500 | \$59,594 |

TOTAL PROPOSED FEE: \$59,594

Woodside Boulevard Reconstruction Project
 Project Scope Revisions - Design Fee Estimate
 Hailey, Idaho

| TASK DESCRIPTION | QA/QC \$168 | Project Manager \$150 | 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 |
|--|----------------|-----------------------------|---------------------------------|---------------------------------|--------------------------------|----------------------------------|--------------------|--------------------------------|----------------------------------|-----------------------------------|------------------|-----------------|
| Project Scope Revisions | | | | | | | | | | | | |
| F. PROJECT ADMINISTRATION | | | | | | | | | | | | |
| 1. Progress Meetings | | | | | | | | | | | | |
| Team Meetings (bi-weekly) | | 10 | 10 | | | | | | | | | \$2,700 |
| Misc. Internal Progress meetings | | | | | | | | | | | | \$0 |
| 2. Project Management and Coordination with City and FHWA | | | | | | | | | | | | |
| Project Oversight and Coordination | | 30 | 10 | | | | | | | | | \$5,700 |
| Bi-weekly phone calls with City | | 10 | 10 | | | | | | | | | \$2,700 |
| | 0 | 50 | 30 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | \$11,100 |
| | \$0 | \$7,500 | \$3,600 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$11,100 |
| TOTAL PROPOSED FEE: | | | | | | | | | | | | \$11,100 |

Woodside Boulevard Improvements Project

Public Outreach – Preconstruction Communications

Draft Scope of Work (Nov. 17, 2011)

To prepare the Woodside neighborhood for an expedited construction schedule, the following outlines a strategy for communicating with Woodside residents, businesses, property owners and commuters to prepare them for an aggressive 2012 construction schedule.

Communications and outreach will be similar to those techniques used during the environmental and design phases, with extra focus on the south section of Woodside, where the construction schedule will be advanced by two years.

The Langdon Group (TLG) has led public involvement efforts of the environmental study and design phases of the project since 2010. As a main point of contact to corridor residents and Woodside stakeholders, TLG's continued involvement in the Woodside project represents familiarity and continuity to residents and stakeholders with whom relationships have been established.

TLG anticipates several factors will tie to communicating with stakeholders in both the preconstruction and construction phases:

1. Acknowledge the emotional and psychological impacts of project schedule changes.
2. Provide clear and consistently updated (current) messages about the project schedule.
3. Continue to address right-of-way issues as needed.
4. Present information in a timely manner and in a format stakeholders understand.
5. Identify issues that may need to be addressed as the project moves toward construction.
6. Respond to related issues (i.e., JUB's engineering costs, issues of trust in city government) in an open, direct manner; involve city leadership in responding to issues.
7. Keep in close contact with property owners/residents/businesses as final design is completed, so that surprises during construction are kept to a minimum. Collect contact information for Woodside-fronting residents whenever possible.
8. Retain a local Spanish-speaking interpreter for resident communications.

The following "Deliverables and Work Plan Items" are based on TLG's experience with similar projects and outreach conducted during the environmental and design phases. Items listed here should be considered a starting point, open for discussion and adjustment.

3. Media Relations Support

- TLG will assist with and coordinate media efforts with City personnel.
- Prepare news releases for City distribution; may include announcements of project schedule updates, project budget, citizen information meetings or other project information.
- TLG will prepare staff talking points for any media appearance or interview.

Deliverables may include:

- News releases drafted for City distribution (up to four releases)
- Prepare talking points for project team (up to two revisions)

Assumptions:

- City staff to act as spokes persons to media
- City staff to distribute news releases to local media

4. Stakeholder Outreach

- TLG will maintain communication with residents, property owners, businesses, commuters and other Woodside area stakeholders, building on existing relationships.
- Additional targeted outreach to emergency responders, Mountain Rides, school and school transportation officials, postal and delivery representatives, and other key stakeholders.
- TLG to be available to respond to public questions and comment via email, phone and in person. May include meetings with individual property owners/residents.
- TLG will coordinate City representative attendance at small group, employer or neighborhood meetings to discuss construction scheduling, potential traffic/detour plans, associated safety issues, construction impacts, etc.
- Requires close coordination with engineering team and City staff for securing accurate information for stakeholders.

Recommended stakeholder outreach may include:

- Door-to-door visits to residents and businesses
- Presentations to regularly-scheduled meetings of local community groups, such as Rotary, Elementary PTA, High School staff, POWER Engineers staff, neighborhood/homeowner association, or other groups identified
- Email or phone outreach to emergency service providers and first responders prior to construction (or if necessary, personal visits by City staff)
- Mobile meetings: Staffed information booth at Community Campus, Atkinson's, Albertson's, high school basketball game, and/or other high-traffic location(s); provide project information, answer questions, collect comments/concerns, contact information
- Coordinate with La Alianza staff to provide targeted information to their stakeholder base
- Identify opportunities to piggy-back upon existing business' or organizations' email lists for information distribution

Assumptions:

- City staff, JUB engineering team (up to four staff) to participate in Citizen Information meetings, in addition to TLG team
- Contractor representative to participate if identified
- A Spanish-speaking translator will be available at each meeting

6. Stakeholder Database

TLG will build on the existing database of stakeholder contacts and project participants to track concerns, issues and interactions. The database is an information resource that can be used for mailing, emailing and phoning stakeholders.

Deliverables:

- Reports of stakeholder interactions to be provided for City Council meetings twice monthly in PDF format
- Ongoing stakeholder interactions to be tracked and documented via Access database
- Updates to existing database

7. City Staff Coordination and Team Communications/Project Administration

- Attend meetings and participate in conference calls.
- Provide support documents to aide city staff in communications with members of the public and City Council.
- Close coordination with internal JUB engineering staff, as well as ongoing communication with City staff.
- Includes general internal communications and project administration activities (i.e., invoicing, monitor scope/budget, etc.)

Deliverables:

- Attend team meetings
- Participate in team conference calls
- Facilitate and support team member communications as needed

LANGDON GROUP, INC

City of Hailey | Woodside Blvd.

PRELIMINARY Cost Estimate | Preconstruction Communications

assumption: work performed December 2011 – March 2012



THE LANGDON GROUP
a J.U.B. Company

| Staff | Hrly Rate | JUB multiplier | Loaded Hrly Rate | Total Hours | Total |
|---------------|-----------|----------------|------------------|-------------|---|
| Christiansen | \$ 34.36 | x 3.3 = | \$ 113.39 | x 161 = | \$ 18,255.47 |
| Kuechle | 37.32 | x 3.3 = | 123.16 | x 126 = | 15,517.66 |
| Admin Support | 21.00 | x 3.3 = | 69.30 | x 20 = | 1,386.00 |
| | | | | | \$ 35,159.12 Total Labor |
| | | | | | \$ 12,000.00 |
| | | | | | \$ 12,000.00 Total Direct Expenses |
| | | | | | \$ 47,159.12 TOTAL |

reimburseable expenses not to exceed
includes: printing of up to 12 display boards; communication piece printing & mailing; public meeting materials; staff meals, mileage (Boise-Hailey), assumes 7 overnight stays for 2 staff; Spanish translator sub-contractor

Woodside Boulevard Improvements Project

Public Information – Construction Outreach Communications

Draft Scope of Work (Nov. 17, 2011)

The Langdon Group's role during the construction phase includes continuation of responding to individual stakeholder concerns about the project, providing construction outreach messages in the form of email, web updates and personal corridor visits; close coordination with the contractor and construction inspector/manager; ongoing communication with City staff.

A key message will be that construction is a "get in, get out" approach – maximizing efficiencies and expediting schedules, while finding opportunities to minimize impacts to residents, motorists and businesses during construction. Achieving this requires close communication flow between the construction contractor(s), city, engineering and outreach staff.

Communications and outreach will take focus on two specific publics:

1. Residents: for those whose properties front Woodside and are most impacted by construction
2. Commuter and community interests: broader-based messaging for commuter impacts, with a focus on traffic staging and detour information

TLG anticipates several factors will tie to communicating with stakeholders in both the preconstruction and construction phases:

1. Acknowledge the emotional and psychological impacts of project schedule changes.
2. Provide clear and consistently updated (current) messages about the project schedule.
3. Continue to address right-of-way issues as needed.
4. Present information in a timely manner and in a format stakeholders understand.
5. Identify issues that may need to be addressed as the project moves toward construction.
6. Respond to related issues (i.e., JUB's engineering costs, issues of trust in city government) in an open, direct manner; involve city leadership in responding to issues.
7. Keep in close contact with property owners/residents/businesses as final design is completed, so that surprises during construction are kept to a minimum. Collect contact information for Woodside-fronting residents whenever possible.
8. Retain a local Spanish-speaking interpreter for resident communications.

3. Response to Miscellaneous Inquiries and Comments

Additional hours are included here to respond to and address miscellaneous individual concerns, emails and phone calls from stakeholders, includes coordination with roundabout property impacts, and close coordination with Wieand and Walbert residences. This also allows for responding to lingering issues (irrigation, landscape repairs, etc.) that may need to be addressed during the punch-list process. In particular, this takes into account unanticipated stakeholder concerns that may arise just prior to project close-out.

Deliverables:

- Documentation of interactions into database
- Roundabout property impacts – coordination

Assumptions:

- Enter information into existing project database

4. Media Relations Support

TLG will provide regular construction update news releases for City staff to distribute to local media.

Deliverables may include:

- News releases drafted for City distribution (up to weekly during active construction)

Assumptions:

- City staff to act as spokespersons to media
- City staff to distribute news releases to local media

5. Coordination/Team Meetings/Project Administration

Attend project construction meetings, coordinate with JUB Engineering Team, Construction Manager, City staff for construction impact information and schedule. Additional communication via phone and email. Includes general internal communications and project administration activities (i.e., invoicing, monitor scope/budget, etc.)

Assumptions:

- Attendance at up to 16 construction meetings
- Conference call participation in other project meetings

Deliverable:

- Meetings with City staff/JUB Engineering team
- Project invoicing



THE LANGDON GROUP
a JUB Company

LANGDON GROUP, INC
City of Hailey | Woodside Blvd.
PRELIMINARY Cost Estimate | Construction Outreach
assumption: work performed April-November 2012

| Staff | Hrly Rate | JUB multiplier | Loaded Hrly Rate | Total Hours | Total |
|---------------|------------|----------------|------------------|-------------|---|
| Christiansen | \$ 34.36 x | 3.3 = | \$ 113.39 x | 162 = | \$ 18,368.86 |
| Kuechle | 37.32 x | 3.3 = | 123.16 x | 99 = | 12,192.44 |
| Admin Support | 21.00 x | 3.3 = | 69.30 x | 39 = | 2,702.70 |
| | | | | | \$ 33,264.00 Total Labor |
| | | | | | \$ 15,000.00 |
| | | | | | \$ 15,000.00 Total Direct Expenses |
| | | | | | \$ 48,264.00 TOTAL |

reimbursable expenses not to exceed
includes: printing of up to 2 display boards; communication material printing & mailing;
staff meals, mileage (Boise-Hailey), assumes 12 overnight stays for 2 staff;
Spanish translator sub-contractor

**UNITED STATES OF AMERICA
U.S. DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION
WASHINGTON, DC 20590**

**GRANT AGREEMENT UNDER THE
TRANSPORTATION, HOUSING AND URBAN DEVELOPMENT, AND
RELATED AGENCIES APPROPRIATIONS ACT, 2010 (DIVISION A OF
THE CONSOLIDATED APPROPRIATIONS ACT, 2010 (PUB. L. 111- 117,
DEC. 16, 2009)), FOR THE NATIONAL INFRASTRUCTURE
INVESTMENTS DISCRETIONARY GRANT PROGRAM (TIGER II
DISCRETIONARY GRANTS)**

CITY OF HAILEY, IDAHO

WOODSIDE BOULEVARD COMPLETE STREETS INITIATIVE

FHWA TIGER II Grant No. TDGII-C-07

This agreement (the "Agreement" or "Grant Agreement") reflects the selection of the City of Hailey ("Grantee" or "Recipient") as a Recipient of a grant awarded under the provisions of the Transportation, Housing and Urban Development, and Related Agencies Appropriations Act, 2010 (Division A of the Consolidated Appropriations Act, 2010 (Pub. L. 111-117, Dec. 16, 2009)), regarding National Infrastructure Investments (the "Act"). The grant program under the Act is referred to as "TIGER II Discretionary Grants."

SECTION 1. TERMS AND CONDITIONS OF THE GRANT

- 1.1 This Agreement is entered into between United States Department of Transportation ("DOT" or the "Government") and the Grantee. This Agreement will be administered by the Federal Highway Administration (also referred to herein as "FHWA" or the "Government").
- 1.2 This Grant is made to the Grantee for the project as described in the Grantee's Technical Application (the "Project"), titled Woodside Boulevard Complete Streets Initiative and the negotiated provisions on the Project's material terms and conditions, including the Project's scope, assurance/confirmation that all required funding has been obtained and committed, and the timeline for completion of the Project.
- 1.3 The Government, having reviewed and considered the Grantee's Technical Application and finding it acceptable, pursuant to the Act, awards a TIGER II Discretionary Grant in the amount of THREE MILLION FIVE HUNDRED THOUSAND DOLLARS

(\$3,500,000), while the Recipient cost share is NINE HUNDRED TEN THOUSAND (\$910,000), for the entire period of performance (referred to as the "Grant"). This Grant is the total not-to-exceed amount of funding that is being provided by the Government under this Grant Agreement. The Government's liability to make payments to the Grantee under this Grant Agreement is limited to those funds obligated by the Government under this Agreement as indicated herein and by any subsequent amendments agreed to in writing by all parties.

1.4 The Grantee agrees to abide and comply with all terms and conditions of this Agreement and to abide by, and comply with, all requirements as specified in the Exhibits and Attachments, identified in paragraphs 1.5 and 1.6, which are considered as integral parts of this Agreement. Each Exhibit and Attachment identified below is deemed to be incorporated by reference into this Agreement as is fully set out herein.

1.5 This Agreement shall also include the following Exhibits as integral parts hereof located at (http://www.ops.fhwa.dot.gov/freight/infrastructure/tigerii/ga_exhbt_tmp/index.htm):

| | |
|-----------|--|
| Exhibit A | Legislative Authority |
| Exhibit B | General Terms and Conditions |
| Exhibit C | Applicable Federal Laws and Regulations |
| Exhibit D | Grant Assurances |
| Exhibit E | Responsibility and Authority of the Grantee |
| Exhibit F | Reimbursement of Project Costs |
| Exhibit G | Grant Requirements and Contract Clauses |
| Exhibit H | Quarterly Progress Reports: Format and Content |

1.6 This Grant Agreement shall also include the following Attachments as integral parts hereof:

| | |
|--------------|-------------------------------|
| Attachment A | Statement of Work |
| Attachment B | Project Schedule |
| Attachment C | Project Budget |
| Attachment D | Performance Measurement Table |

1.7 In the case of any inconsistency or conflict between the specific provisions of this Grant Agreement, the Exhibits and the Attachments, such inconsistency or conflict shall be resolved as follows: First, by giving preference to the specific provisions and terms of this Grant Agreement; second, by giving preference to the provisions and terms of the Exhibits; and, finally by giving preference to the provisions and terms in the Attachments.

SECTION 2. GRANTEE AND PROJECT INFORMATION

Grantee, in accordance with the requirements of the TIGER II Discretionary Grant Program, provides the following information:

2.1 Project's Statement of Work Summary (for further information see Attachment A):

This project will reconstruct Woodside Blvd, a 35-year-old collector street, using multi-modal Complete Streets principles addressing vehicle, pedestrian, bicycle and transit use, and will address the deficient drainage needs along the corridor.

2.2 Project's Schedule Summary (for further information see Attachment B):

Planned or Actual Subcontractor Selection Date: ~~August 2011~~ March, 2012

Planned or Actual Construction Start Date: ~~September 2011~~ April, 2012

Planned Project Completion Date: ~~March 2014~~ March 2013

2.3 Project's Budget Summary (for further information see Attachment C):

TIGER II Grant Funds and Additional Sources of Project Funds:

| | | |
|--------------------------------------|-------------|------|
| TIGER II Discretionary Grant Amount: | \$3,500,000 | 79% |
| Other Federal Funds (if any): | \$0 | 0% |
| State Funds (if any): | \$0 | 0% |
| Local Funds (if any): | \$910,000 | 21% |
| Other Funds (if any): | \$0 | 0% |
| Total Project Cost: | \$4,410,000 | 100% |

If there are any cost savings or if the contract award is under the engineer's estimate, 23 C.F.R. 630.106(f) shall not apply to any match for the TIGER II Discretionary Grant amount.

2.4 Project's State and Local Planning Requirements:

Project's State and Local Planning Requirements: The Woodside Boulevard Complete Streets Initiative Project was added to the Idaho FY2011-2014 Statewide Transportation Improvement Program (STIP) through a formal amendment request that was approved on April 5, 2011.

2.5 Project's Environmental Approvals and Processes:

Environmental Documentation Type, Titles and Date: Categorical Exclusion, titled "Environmental Evaluation for Woodside Boulevard Improvement, Hailey, Idaho" dated March 30, 2011

Environmental Decision Type and Date: Categorical Exclusion, March 30, 2011

Name of Agency and Office Approving each Environmental Decision Document: Federal Highway Administration – Idaho Division

ATTACHMENT A STATEMENT OF WORK

The work will consist of the resurfacing, rehabilitation and reconstruction of 2.44 miles of street including the addition of sidewalks, bike lanes, bus pull-outs and shelters, bike parking and a landscape buffer zone.

This project will construct a new traffic signal at the SH-75/ Woodside Blvd intersection. A signal for that intersection was environmentally cleared in August, 2008 under the SH-75 Timmerman to Ketchum corridor EIS. This project will ensure the signal's construction will be compatible with the full (future) vision of the corridor explained in the EIS. A roundabout will be designed and constructed at the intersection of Woodside Blvd and Fox Acres Road. The roadway between these intersections will be reconstructed as described in the prior paragraph.

The bid documents will require ~~phased construction over three years~~ in 2012.

~~The 2011 construction phase will include construction of the traffic signal at SH 75/Woodside Blvd. intersection.~~

The 2012 construction phase will include construction of the traffic signal at SH75, construction of a roundabout at Fox Acres Road/Woodside Blvd., construction widening of an overlay a section of approximately 2000 feet to accommodate bike lanes, and construction of ~~the North Section of Woodside Blvd.~~

~~The 2013 construction phase will include construction of the South Section of Woodside Blvd. *~~

~~*Woodside Blvd. is the only major collector street in the entire subdivision. Construction of the major north and south sections of the corridor has been phased to reduce the impact to the public that would be caused by attempting to construct the entire corridor in one construction season. In addition, a phased approach is better suited to the short construction season in Hailey; this phasing assures the completion of each major corridor section prior to winter shutdown.~~

See the attached map of the project area.

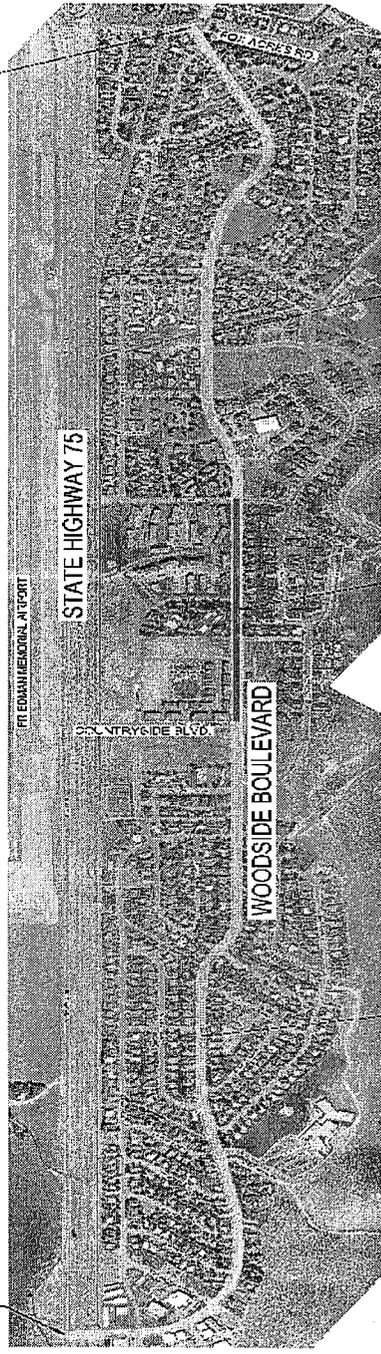
ROUNDABOUT

NORTH SECTION

OVERLAY SECTION

SOUTH SECTION

TRAFFIC SIGNAL



WOODSIDE BOULEVARD
COMPLETE STREETS



ATTACHMENT B PROJECT SCHEDULE

Project Permits, Licenses and Approvals (Including NEPA Approvals/Completion, Planning Approvals, included on STIP/TIP, etc.)

Project approvals and permits required (all approvals are by FHWA, unless otherwise indicated):

- Preliminary Design approval – entire corridor03/2011
- NEPA approval – entire corridor03/2011
- STIP approval04/2011
- Plans, Specifications, and Estimate approval04/2011

2011-2012 Construction Phase – (signal only)

- Final Design Approval.....04/2011
- Nationwide 14 Permit (by USACE)05/2011
- Certify ROW and Utilities are clear.....05/2011
- Concurrence in award of Construction Contract(s)08/2011-03/2012
- Notice to Proceed to Contractor.....08/2011-04/2012
- Roundabout Construction06/2012-09/2012
- Construction Complete11/2012
- Winter Shutdown11/2011

2012 Construction Phase – (Roundabout, Overlay and North Section Complete Street Reconstruct)

- Notice to Proceed from Winter Shutdown04/2012
- Winter Shutdown11/2012

2013 Construction Phase – (South Section Complete Street Reconstruct)

- Notice to Proceed from Winter Shutdown04/2013
- Winter Shutdown11/2013

- Project Closeout – entire corridor03/2014-03/2013

Project Milestone/Deliverable Schedule (Engineering/Design Complete, ROW Complete, Construction – Advertisement, Construction – Award, Construction - NTP/Actual Start, Construction - Open to Traffic/Completion) (Assuming a build alternative has or will be selected and approved if NEPA is incomplete)

- Preliminary Design Complete.....01/2011
- First Public Meetings (2) Held.....01/2011
- Draft Categorical Exclusion Complete02/2011
- Final Categorical Exclusion Complete03/2011

2011-2012 Construction Phase (signal only)

- Final Design Complete04/201112/2011
- Plans, Specs and Estimate (PS&E) Complete04/201112/2011
- Public Meeting with City Council04/201101/2012
- Plans, Specs and Estimate (PS&E) Complete.....04/2011
- Advertise Bid Package.....07/201101/2012
- Open Bids & Award.....08/201103/2012
- Construct 2011 Phase Project 08-04 to 11/201111/2012
- Complete 2011 Phase Project (open to traffic).....11/201111/2012

2012 Construction Phase (Roundabout, Overlay Section & North Section Complete Street Reconstruct)

- Construct 2012 Phase.....04 to 11/2012
- Complete 2012 Phase (open to traffic).....11/2012

2013 Construction Phase (South Section Complete Street Reconstruct) *

- Construct 2013 Phase.....04 to 11/2013
- Complete 2013 Phase (open to traffic).....11/2013

~~*Woodside Blvd. is the only major collector street in the entire subdivision. Construction of the major north and south sections of the corridor has been phased to reduce the impact to the public that would be caused by attempting to construct the entire corridor in one construction season. In addition, a phased approach is better suited to the short construction season in Hailey; this phasing assures the completion of each major corridor section prior to winter shutdown.~~

- Closeout Project03/201403/2013

**ATTACHMENT C
PROJECT BUDGET**

- a. TIGER II Grant Amount - \$3,500,000.00. TIGER II funds will be used to fund the construction phases of this project only.

| | <u>TIGER II Funds</u> |
|------------------------------------|------------------------|
| Preliminary Engineering | \$0.00 |
| ROW | \$0.00 |
| Final Design | \$0.00 |
| 2011 Construction Phase | \$250,000 |
| 2012 Construction Phase | \$1,500,000 |
| 2013 Construction Phase | \$1,750,000 |
| Total | \$3,500,000 |

- b. Total Project Amount and Other Funding Sources - \$4,410,000.00.

| | <u>TIGER II</u> | <u>City of Hailey</u> | |
|------------------------------|------------------------|-----------------------|----------------------|
| | <u>Funds</u> | <u>Capital Fund</u> | <u>In-kind Labor</u> |
| Preliminary Engineering | \$0.00 | \$150,000 | \$20,000 |
| ROW | \$0.00 | \$0.00 | \$0.00 |
| Final Design | \$0.00 | \$400,000 | \$20,000 |
| 2011 Construction | \$250,000 | \$100,000 | \$15,000 |
| 2012 Construction | \$1,500,000 | \$70,000 | \$250,000 |
| \$27,500 | \$70,000 | | |
| 2013 Construction | \$1,750,000 | \$80,000 | \$27,500 |
| Subtotals | \$3,500,000 | \$800,000 | \$110,000 |

TOTAL PROJECT COST (all sources) = \$4,410,000