

City of Hailey
Hailey Traffic Control Review
Exhibit 1 – Task Order 1

This Scope of Work covers the effort required to review existing traffic control at three specific intersections, proposed traffic control changes at those intersections, and providing a high-level review and recommendations for each intersection. Additionally, Jacobs will review the residential traffic grid east of Main Street and north of E. Bullion Street and provide a simple recommendation for additional traffic control. Traffic control will be evaluated for bicycle and pedestrian safety, consideration of relationship to City goals for promotion of the bicycle/pedestrian network, and for traditional vehicular considerations.

This project is being conducted under the Master Services Agreement signed _____, between Jacobs Engineering Group Inc. (Jacobs) and the City of Hailey. The task order will extend through Public Work's presentation of the Final Memo to the Hailey City Council, anticipated to be no later than December 31, 2022.

Specific intersections to be analyzed for vehicular traffic control include:

- Empty Saddle and River Streets
- Bullion Street and 2nd Avenue
- Croy Street and 2nd Avenue (include bicycle pathway connection analysis)

Bicycle/pedestrian travel routes and general residential grid traffic control review will be conducted as well for the area east of Main Street and north of E. Bullion Street.

Task Order Team:

Project Manager: Betsy Roberts

Subject Matter Expert (SME): Mark Bandy

Traffic Control Specialist: Terry Shin

Bicycle/Pedestrian Specialist: Daren Fluke

TASK 1. Review Existing Conditions and Develop Assessment

SUBTASK 1.1 Review Existing & Proposed Conditions Information

Activities:

- Review existing reports (includes existing and proposed conditions where change is sought) and maps from Hailey City Engineer for each intersection.
- Collect crash data and near miss information from City of Hailey Public Works staff and Police.
- Discuss bicycle/pedestrian travel routes and needs, maintenance, snow removal, drainage, sight distance, public perception of intersection control, and other intersection challenges with Public Works staff.

Assumptions:

- City of Hailey staff will provide information outlined above in a timely manner.
- Up to two (2) Jacobs staff will participate in a Kickoff Meeting with Public Works staff, assumed to last up to one-hour and be held via teleconference.

SUBTASK 1.2 Traffic Assessment

Activities:

- Assess impacts on bicycle/pedestrian travel characteristics and provide recommendations for an enhanced experience
- Review effectiveness of existing traffic control employed at the three specific intersections based on City-provided information and understanding surrounding traffic control device locations.
- Assess residential grid area with respect to traffic control locations and type entering the grid area.

Assumptions:

- Jacobs will provide an assessment of the traffic control situation at each of the three intersections specified above based on available data.
- Traffic control types across the residential grid will be assessed as a system, individual intersection locations will not be assessed in detail.
- Traffic analysis is not being conducted. The assessment will result in a high-level review noting pros and cons of existing and proposed conditions.

TASK 2. Develop High Level Assessment Memo

SUBTASK 2.1 Memo Development

Activities:

- Develop high-level memo assessing the traffic control situation at each of the three intersections (existing and proposed if changes are being considered). Memo will include pros and cons for each type of traffic control. Where logical, modifications or additional or new traffic control will be proposed for consideration or additional analysis.
- Develop high level memo discussing bicycle/pedestrian traffic control needs with the goal of promoting travel routes and usage.

Assumptions:

- No figures will be developed.
- The memo will be between 2 and 4 pages in length.
- The memo will not include level of service or delay analysis but will provide professional recommendations.
- Up to two (2) Jacobs staff will participate in a Meeting with Public Works staff to review the Draft Memo, assumed to last up to one-hour and be held via teleconference.

Deliverables:

- Draft Memo in PDF format delivered electronically via email.
- Final Memo in PDF format delivered electronically via email.

TASK 3. Project Management

SUBTASK 3.1 Project Management

Activities:

- Manage task order budget, invoicing, task order quality management and change management.
- Project Manager will work closely with SME, Traffic Analyst, and Bicycle/Pedestrian Specialist to ensure excellent Quality Control for the effort, resulting in a successful report.
- Facilitate a preliminary meeting between Traffic Specialist and City of Hailey.
- Facilitate a final meeting between Traffic Specialist and City of Hailey to review the Draft Memo.

Hailey Traffic Control Review



Assumptions:

- Duration of project is assumed to be one month - November 2022

Deliverables:

- One invoice

PERIOD OF PERFORMANCE:

Begin: November 15, 2022

End: December 31, 2022

COMPENSATION:

Total Project Fee Design: \$6,950

This is a Time & Materials, Not-to-Exceed Amount.

CITY OF HAILEY
RESOLUTION NO. 2022-102

**RESOLUTION OF THE CITY COUNCIL FOR THE CITY OF HAILEY
AUTHORIZING AN AGREEMENT WITH JACOBS ENGINEERING FOR ON-CALL
ENGINEERING SERVICES,**

WHEREAS, the City of Hailey desires to enter into an agreement with Jacobs Engineering, to provide the engineering services,

WHEREAS, the City of Hailey and Jacobs Engineering agree to the terms and conditions of the agreement, 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 between the City of Hailey and Jacobs Engineering and that the mayor is authorized to execute the attached documents,

Passed this 24th day of October, 2022.

City of Hailey



Martha Burke, Mayor

ATTEST:



Mary Cone, City Clerk





MASTER PROFESSIONAL SERVICES AGREEMENT

CLIENT: City of Hailey, Idaho
ADDRESS: 115 Main Street South, Suite H
Hailey, ID, 83337

SCOPE OF SERVICES: CLIENT hereby authorizes JACOBS to perform the engineering, procurement, consulting and other professional services as authorized from time to time by written Purchase Orders issued by CLIENT and accepted by JACOBS, as evidenced by CLIENT's and JACOBS' signatures thereon ("Services"). The model Purchase Order form is attached to this Agreement.

COMPENSATION: JACOBS will be compensated for Services as set forth in the Purchase Order. Unless a Purchase Order specifies otherwise, JACOBS will be compensated on a Time and Expense basis in accordance with the provisions of Appendix A, which is an integral part of this Agreement.



The Parties agree to the "Provisions" provided on page 2 of this Master Professional Services Agreement ("Agreement").

Accepted for CITY OF HAILEY, IDAHO

By: Martha Burke
Name: Martha Burke
Title: Mayor
Date: 10/28/22

Accepted for JACOBS ENGINEERING GROUP INC.

By: Lena Gandiaga
Name: Lena Gandiaga
Title: Manager of Projects
Date: 10/27/2022

PROVISIONS

1. PURCHASE ORDERS. CLIENT shall engage JACOBS to perform engineering and other related professional services pursuant to this Agreement by issuing a Purchase Order to JACOBS. Each Purchase Order shall clearly state that it is issued pursuant to this Agreement and shall identify the scope of services to be performed by JACOBS, the schedule for performance of the Services, the method of pricing and/or compensation for Services (if different from the method provided for herein), and other matters as may be pertinent to the individual authorization. The terms of this Agreement shall supersede any standard or preprinted terms that may be attached to or referenced in any Purchase Order.

2. WARRANTY. JACOBS warrants that it shall be responsible, to the level of competency presently maintained by other practicing professionals in the same type of work in CLIENT's community, for the professional and technical soundness, accuracy, and adequacy of all design, drawings, specifications, and other work and materials furnished under this Agreement. If within twelve (12) months after completion of the Services, CLIENT can demonstrate that the Services fail to conform to such warranty, JACOBS will reperform the deficient Services at no cost to the CLIENT, and JACOBS shall have no liability for repair or replacement, construction rework or other costs whether asserted under warranty, contract, tort or otherwise. JACOBS makes no other warranty, expressed or implied.

3. ADDITIONAL SERVICES. (a) Services in addition to those specified in the Purchase Order, will be provided by JACOBS if authorized in writing or otherwise confirmed by CLIENT. Additional services will be paid for by CLIENT as indicated in an Additional Services Authorization or such other document as deemed appropriate by CLIENT and JACOBS. In the absence of an express agreement to the contrary, JACOBS shall be entitled to an equitable adjustment in compensation and schedule for performing such additional services. (b) Unless the Additional Services Authorization specifies otherwise, the Additional Services will be priced under the terms of Appendix A.

4. SALES TAX. In addition to any other sums or amounts to be paid by CLIENT to JACOBS pursuant to this Agreement, CLIENT must also pay to JACOBS any applicable sales, use, excise or other tax (other than any general income tax payable by JACOBS) as the same may be levied, imposed or assessed by any federal, state, county or municipal government entity or agency.

5. LIMITATION OF LIABILITY: Excluding JACOBS' liability for bodily injury or property damage of third parties, the total aggregate liability of JACOBS arising out of the performance or breach of this Agreement or any respective Purchase Order shall not exceed the compensation paid to JACOBS under the Purchase Order out of which the liability arose. Notwithstanding any other provision of this Agreement or any Purchase Order, JACOBS shall have no liability to the CLIENT for contingent, consequential, or other indirect damages including, without limitation, damages for loss of use, revenue or profit; operating costs and facility downtime, however the same may be caused. The limitations and exclusions of liability set forth herein shall apply regardless of the fault, breach of contract, tort (including negligence), strict liability or otherwise of JACOBS, its employees, or subconsultants.

6. DISPUTES. (a) All disputes arising out of this Agreement shall be mediated by the parties within a reasonable time after the first request for mediation, prior to either party filing a suit in a court of law, provided, however, that neither party shall be obligated to mediate prior to requesting injunctive relief. (b) In the event legal action is brought by JACOBS to enforce any of the obligations hereunder or arising out of any dispute concerning this Agreement, CLIENT shall pay JACOBS reasonable amounts for fees, costs and expenses as may be set by the court. (c) This Agreement is governed by the laws of the state in which the Services are performed, without regard to its choice of law provisions.

7. ASSIGNMENT TO RELATED ENTITY. Notwithstanding anything to the contrary herein, in the event JACOBS is not qualified and licensed in the relevant jurisdiction to provide any Services required, JACOBS may, without the consent of any other party, assign all or any part of its obligation to provide such Services to an entity related to JACOBS which is qualified and licensed to provide such Services in the jurisdiction involved, or JACOBS may request CLIENT to issue a Purchase Order in the name of such a related entity.

8. PAYMENT TO JACOBS. (a) JACOBS will issue monthly invoices for all Services. Invoices are due and payable net 15 days. CLIENT agrees to pay interest at the rate of 1½% per month on all past-due amounts, unless not permitted by law. Any interest charged or collected in excess of the highest legal rate will be applied to the principal amount owing to JACOBS, and if such interest exceeds the principal balance of CLIENT's indebtedness to JACOBS, will be returned to CLIENT. (b) CLIENT's failure to pay within the time required herein shall constitute a payment default. Without limiting any other available remedy, JACOBS may stop work or terminate this Agreement or any purchase Order if CLIENT has not cured a payment default within 7 days after receipt of written notice from JACOBS. JACOBS' right to stop work or terminate this Agreement shall not be waived by JACOBS' continued performance. JACOBS shall have no liability for any delays resulting from or damages caused by such work stoppage or termination.

9. CONSTRUCTION PHASE SERVICES. (a) If JACOBS is called upon to observe the work of CLIENT's construction contractor(s) for the detection of defects or deficiencies in such work, JACOBS will not bear any responsibility or liability for such defects or deficiencies or for the failure to so detect. JACOBS shall not make inspections or reviews of the safety programs or procedures of the construction contractor(s), and shall not review their work for the purpose of ensuring their compliance with safety standards. (b) If JACOBS is called upon to review submittals from construction contractors, JACOBS shall review and approve or take other appropriate action upon construction contractor(s)' submittals such as shop drawings, product data and samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the contract documents. JACOBS' action shall be taken with such reasonable promptness as to cause no delay in the work while allowing sufficient time in JACOBS' professional judgment to permit adequate review. Review of such submittals will not be conducted for the purpose of determining the accuracy and

completeness of other details such as dimensions and quantities. (c) JACOBS shall not assume any responsibility or liability for performance of the construction services, or for the safety of persons and property during construction, or for compliance with federal, state and local statutes, rules, regulations and codes applicable to the conduct of the construction services. JACOBS shall have no influence over the construction means, methods, techniques, sequences, or procedures. Construction safety shall remain the sole responsibility of the construction contractor(s). (d) All contracts between CLIENT and its construction contractor(s) shall contain broad form indemnity and insurance clauses in favor of CLIENT and JACOBS, in a form satisfactory to JACOBS.

10. COST ESTIMATES. Any cost estimates provided by JACOBS will be on a basis of experience and judgment. Since JACOBS has no control over market conditions or bidding procedures, JACOBS does not warrant that bids or ultimate construction costs will not vary from these cost estimates.

11. SEVERABILITY. If one or more of the provisions contained in this Agreement shall be held illegal, the enforceability of the remaining provisions shall not be impaired.

12. FORCE MAJEURE. Any delays in or failure of performance by JACOBS shall not constitute breach hereunder if and to the extent such delays or failures of performance are caused by occurrences beyond the reasonable control of JACOBS ("force majeure"). In the event that any event of force majeure, as herein defined occurs, JACOBS shall be entitled to a reasonable extension of time for performance of its Services.

13. INDEMNIFICATION. JACOBS shall defend and indemnify CLIENT from all claims, liabilities, demands, costs, expenses (including attorneys' fees) and causes of action arising out of third party claims for bodily injury (including death) and damages to tangible property to the extent caused by a negligent act or omission of JACOBS, its employee or subconsultant.

14. INSURANCE. During the term of this Agreement, JACOBS shall maintain insurance of the following types: (1) Workers' compensation in accordance with statutory requirements of the jurisdiction in which the Services are to be performed; (b) Employer's liability insurance in the amount of \$250,000; (c) Comprehensive General Liability Insurance subject to a limit for bodily injury and property damage combined in the amount of \$1,000,000 per occurrence; and (d) Automobile liability insurance subject to a limit for bodily injury and property damage combined in the amount of \$1,000,000 per occurrence.

15. ELECTRONIC MEDIA. (a) JACOBS may deliver electronic copies of documents or data ("Electronic Files") in addition to printed copies ("Hard Copies") for the convenience of CLIENT. CLIENT, its consultants, contractors and subcontractors may only rely on the Hard Copies furnished by JACOBS. If there is any discrepancy between any Electronic File and the corresponding Hard Copy, the Hard Copy controls. (b) CLIENT acknowledges that Electronic Files can be altered or modified without JACOBS' authorization, can become corrupted and that errors can occur in the transmission of such Electronic Files.

16. THIRD PARTY BENEFICIARIES. Except to the extent any claims alleging negligence are asserted directly against any JACOBS employee wherein such JACOBS employee shall be deemed a third party beneficiary to this Agreement and the protections in favor of JACOBS, there are no third party beneficiaries to this Agreement.

17. CLIENT OBLIGATIONS. CLIENT shall provide JACOBS full information regarding CLIENT's requirements for all Services and shall provide information regarding existing facilities, such as drawings, as-built drawings, legal description, easements, rights of way, agreements with any utilities, or any other information in CLIENT's possession which is necessary or useful in connection with the Services. CLIENT shall appoint a representative that will have the authority to make decisions on behalf of CLIENT regarding the Services. CLIENT shall make decisions regarding the Services in a timely manner.

18. DESIGN WORK PRODUCT. JACOBS owns all right, title and interest in all documents created or delivered by JACOBS under this Agreement, including but not limited to all plans, specifications, drawings, CAD files, electronic data, software programs and the source code (collectively the "Design Work Product"). CLIENT is granted the right to use the Design Work Product for itself and for its other contractors, subcontractors as needed for the use, occupancy or maintenance of the completed project. In the event this Agreement is terminated for any reason other than solely as a result of a material breach by JACOBS, CLIENT's right to use the Design Work Product automatically terminates without notice or further action of JACOBS. CLIENT shall return all Design Work Product to JACOBS within ten (10) business days of such termination.

Purchase Order/Task Order No.: 01

Effective Date: _____

This Purchase Order/Task Order is entered into on the effective date noted above pursuant to the "Master Professional Services Agreement" between City of Hailey, Idaho, ("Client") and Jacobs Engineering Group Inc. ("JACOBS"), dated _____, 2022 ("Agreement"). The Agreement is incorporated herein and forms an integral part of this Purchase Order. However, in case of conflict, the terms of the Agreement shall control.

Services Authorized

Client authorizes JACOBS to perform the Services described in Exhibit 1 attached hereto and incorporated herein.

Pricing

Time and Expense per Exhibit 1
 Firm Fixed Price of \$ _____
 Other (Describe): _____

Schedule as outlined in Exhibit 1

JACOBS ENGINEERING GROUP INC.

CITY OF HAILEY, IDAHO

By: _____

By: Martha Burck

Title: _____

Title: Mayor Martha Burck

Date: _____

Date: 10/20/22



Appendix A

Jacobs will be compensated on a Time and Expense basis in accordance with the following rate schedule:

DIRECT EXPENSES. JACOBS' Direct Expenses shall be those costs incurred on or directly for each Purchase Order, including but not limited to necessary transportation costs including mileage at JACOBS' current rate when its automobiles are used, meals and lodging, laboratory tests and analyses, computer services, word processing services, telephone, printing and binding charges. Reimbursement for these expenses shall be on the basis of actual charges when furnished by commercial sources and on the basis of usual commercial charges when furnished by JACOBS.

OUTSIDE SERVICES. When technical or professional services are furnished by an outside source, when approved by CLIENT, an additional amount shall be added to the cost of these services for JACOBS' administrative costs.