Twin Falls City Council
Agenda

Monday, October 5, 2026, 5:00 PM

203 Main Ave E
Twin Falls, ID 83301

Members: Mayor Jason Brown, Vice Mayor Craig Hawkins, Council Members Christopher Reid, Cherie Vollmer, Ruth Pierce, Nathan Murray

1) Call Meeting to Order/Confirmation of Quorum
2) Pledge of Allegiance
3) Proclamations
   a) **PRESENTATION:** Fire Prevention Week
4) Consent Calendar
   a) **ACTION ITEM:** Request to approve City Council 2026 September 28, Minutes.
      By: Amy Luna, City Clerk
   b) **ACTION ITEM:** Request to approve Accounts Payable for September 24-30, 2026.
      By: Amy Luna, City Clerk
   c) **ACTION ITEM:** Request to approve September 30, 2026, Travel Requests.
      By: Amy Luna, City Clerk
   d) **ACTION ITEM:** Request to approve 2026 August Wells Fargo Credit Card Summary.
      By: Amy Luna, City Clerk
   e) **ACTION ITEM:** Request City Council approves the Special Event Permit for the organizers of the Canyon Rim Fall Classic.
      By: Wendy Davis, Director of Parks and Recreation
   f) **ACTION ITEM:** Consideration of a request to accept public right-of-way.
      By: Troy Vitek, City Engineer
5) Items of Consideration
   a) **PRESENTATION:** Presentation from Dr. Brady Dickenson on the Twin Falls School District renewal of a supplemental levy.
      By: Brady Dickenson, Twin Falls School District Superintendent
   b) **ACTION ITEM:** Staff requests City Council authorization to purchase one combination vacuum and water unit for water system maintenance operations under the FY 2026–2027 Capital Improvement Program (CIP), in the amount of $665,034.50.
      By: Robert Bohling Water Superintendent
   c) **ACTION ITEM:** Consider a request to re-authorize $486,013 Park Impact Fees for and approve a contract with Suburban Construction to serve as the City's construction manager/general contractor (CM/GC) for the construction and development of the park located at the corner of Elizabeth and Hankins Road and authorize the Director to sign it pending satisfactory legal review.
      By: Wendy Davis, Parks and Recreation Director
6) General Public Input
7) Advisory Board Report/Announcements
8) Executive Session
   a) **ACTION ITEM:** Request to adjourn to Executive Session pursuant to Idaho Code § 74-206(1)(b) To consider the evaluation, dismissal or discipline of, or to hear complaints or charges brought against, a public officer, employee, staff member or individual agent, or public-school student.
9) Adjournment

Any person needing special accommodation to participate in the above-noticed meeting could contact Josh Palmer (208) 735-7312 at least two working days before the meeting. Si Desae Esta information in Español, Por favor llama a Josh Palmer al telephone (208) 735-7312.

Public Input Procedures

1. Individuals wishing to provide public input regarding matters relevant to the City of Twin falls shall:
    a. Wait to be recognized by the Mayor or Chairman.
    b. Approach the microphone/podium.
    c. State their name, and whether they are a resident or property owner of the City of Twin Falls and proceed with their input.
2. All public input will be limited to two (2) minutes. Individuals are not permitted to give their time to other speakers.
3. All presenters shall remain respectful.

Public input will not be about any of the items that were on this agenda, personnel, or a personnel-related issue. All issues involving City personnel should be directly communicated with the mayor and/or the City Manager.

Anyone failing to follow these rules will be provided with one (1) warning. Should the speaker continue to disregard these rules after the warning, will have the microphone muted and they will be asked to return to their seats.

Public Hearing Procedures for Zoning Requests

1. Prior to opening the first Public Hearing of the session, the Mayor or Chair shall review the public hearing procedures.
2. Individuals wishing to testify or speak before the City Council or Planning & Zoning Commission shall wait to be recognized by the Mayor or Chair, approach the microphone/podium, state their name, and then proceed with their comments. Following their statements, they shall write their name and address on the record sheet(s) provided by the staff. The staff should make an audio recording of the Public Hearing.
3. A City Staff Report shall summarize the application and history of the request.
4. The Applicant, or the spokesperson for the Applicant, will make a presentation on the application/request (request). No changes to the request may be made by the applicant after the publication of the Notice of Public Hearing. The presentation should include the following:
    - **A complete explanation and description of the request.**
    - **Why is the request being made.**
    - **Location of the Property.**
    - **Impacts on the surrounding properties and efforts to mitigate those impacts.**
5. Applicant is limited to 15 minutes, unless a written request for additional time is received, at least 72 hours prior to the hearing, and granted by the Mayor or Chairman.
6. The City Council or Planning & Zoning Commission may ask questions of staff or the applicant pertaining to the request.
7. The public will then be given the opportunity to provide their testimony regarding the request. The Mayor or Chair may limit public testimony to no less than two (2) minutes per person.
    - **Individuals are not permitted to give their time to other speakers.**
    - **However, five (5) or more individuals that received written notice of the public hearing may appoint, by written petition, a spokesperson. The written petition must be received at least 72 hours prior to the hearing and must be granted by the Mayor or Chair. The spokesperson shall be limited to 15 minutes.**
    - **Written comments, including e-mail, shall be received 2 business days prior to the date of the hearing to be accepted for consideration by the hearing body.**
8. Following the Public Testimony, the applicant is permitted five (5) minutes to respond.
9. Following the Public Testimony and Applicant's response, Council or Commission members, as recognized by the Mayor or Chair, shall be allowed to question the Applicant, Staff or anyone who has testified. Responses shall be limited to answering the questions asked. The Mayor or Chair may limit the time permitted for the answer.
10. The Mayor or Chair shall close the Public Hearing. The City Council or Planning & Zoning Commission shall deliberate on the request. Deliberations and decisions shall be based upon the information and testimony provided during the Public Hearing. Once the Public Hearing is closed, additional testimony from the staff, applicants or public is not allowed. Legal or procedural questions may be directed to the City Attorney.

* Any person not conforming to the above rules may be prohibited from speaking. Persons refusing to comply with such prohibitions may be asked to leave the hearing and thereafter removed from the room by order of the Mayor or Chairman.

Office of the Mayor of the
City of Twin Falls

Proclamation

2026 Fire Prevention Week
October 4 – 10, 2026

WHEREAS the City of Twin Falls is committed to ensuring the safety and security of all those living in the City of Twin Falls and visiting; and

WHEREAS fire remains a serious public safety concern both locally and nationally, and the presence of lithium-ion batteries in many household devices introduces unique fire risks; and

WHEREAS most of the rechargeable electronics used in homes daily — including smartphones, tablets, laptops, power tools, e-bikes, e-scooters, and toys — are powered by lithium-ion batteries, which if misused, damaged, or improperly charged, can overheat, start a fire, or explode; and

WHEREAS, the National Fire Protection Association® (NFPA®) reports an increase in battery-related fires, underscoring the need for public education on the safe use of lithium-ion batteries and devices; and

WHEREAS the way lithium-ion battery devices are charged can make a difference in helping prevent home fires; and

WHEREAS, safe charging includes using the cord and charger that came with your device or one approved by the manufacturer, charging on a hard, flat surface, watching for warning signs like devices that are very hot or start to swell, unplugging when fully charged, and charging larger devices like e-bikes outside and away from exits; and

WHEREAS residents are encouraged to understand that safe charging means making smart choices every time they plug in; and

WHEREAS Twin Falls first responders remain dedicated to reducing the occurrence of fires through prevention, safety education, and community outreach; and

WHEREAS, the 2026 Fire Prevention Week™ theme, "Charge into Fire Safety™: Safe Charging Is a Superpower," serves to remind all residents that safe charging can help reduce the risk of fires in homes and communities;

THEREFORE, I, Jason Brown, Mayor of the City of Twin Falls, do hereby proclaim the week of October 4-10, 2026, as **Fire Prevention Week** throughout Twin Falls and urge all residents to learn about and practice safe charging habits.

In witness whereof we have hereunto set our hand and caused this seal to be affixed this 5th day of October.

_____
Jason Brown,
Mayor
City of Twin Falls

_____
Amy Luna
City Clerk

Twin Falls City Council
Minutes

Monday, September 28, 2026, 5:00 PM

203 Main Ave E.
Twin Falls, ID 83301

1) Call Meeting to Order/Confirmation of Quorum

Present: Mayor Jason Brown, Vice Mayor Craig Hawkins, Council Members Ruth Pierce, Christopher Reid, Nathan Murray, & Cherie Vollmer

Absent:

Staff Present: City Manager Travis Rothweiler, Deputy City Managers Mitch Humble & Gretchen Scott, City Attorney Bruce Castleton, City Clerk Amy Luna, Deputy City Clerk Rachael Long, Police Captain Brent Wright, Public Information Coordinator Joshua Palmer, Deputy Fire Chief Shane Smith, HR Director Kristen Kohntopp, P&Z Director Jonathan Spendlove, CFO Breanna Howard.

Mayor Brown called the meeting to order at 5:00 PM. A quorum was present.

2) Pledge of Allegiance

Mayor Brown invited all present, who wished, to recite the Pledge of Allegiance to the Flag.

3) Consent Calendar

MOTION: Council Member Reid moved to approve the Consent Calendar as presented. **Council Member Pierce** seconded the motion. The roll call vote showed all members present voted in favor of the motion, 6 to 0.

a) Request to approve City Council September 21, 2026, minutes.
b) Request to approve Accounts Payable for September 17-23, 2026.
c) Request to approve September 23, 2026, Travel Requests.

4) Items of Consideration

a) Presentation recognizing a promotion within the Twin Falls Fire Department: Driver/Operator Aaron Iles, with the ceremonial pinning of his new rank badge.

Deputy Fire Chief Smith presented Aaron Iles with a promotion to Driver/Operator for the Twin Falls Fire Department.

Mayor Brown congratulated Aaron Iles on his promotion.

b) Request approval of the Collective Bargaining Agreement between the City and Twin Falls Firefighters Local 1556.

HR Director Kohntopp requested approval of the Collective Bargaining Agreement between the City and Twin Falls Firefighters Local 1556.

Discussion ensued on the following: None.

MOTION: Council Member Pierce moved to approve the request to approve the Collective Bargaining Agreement between the City and Twin Falls Firefighters Local 1556**. Council Member Reid** seconded the motion. The roll call vote showed all members present voted in favor of the motion, 6 to 0.

c) Consideration of an Employee Agreement with Bruce Castleton of Castleton Law PLLC for City Attorney services as defined in Idaho Code Section 50-208A.

City Manager Rothweiler requested consideration of an Employee Agreement with Bruce Castleton of Castleton Law PLLC for City Attorney services as defined in Idaho Code Section 50-208A.

Discussion ensued on the following:
Council Member Murray: Who will the attorney report to?

MOTION: Council Member Reid moved to approve the request to enter an Employee Agreement with Bruce Castleton of Castleton Law PLLC for City Attorney services as defined in Idaho Code Section 50-208A**. Council Member Pierce** seconded the motion. The roll call vote showed all members present voted in favor of the motion, 6 to 0.

d) Request for the Council to approve the funding agreement with ITD for $107,360 and the FY2027 contract with Downtowner/Via in the amount of $1,759,203 and authorize the mayor to sign both agreements.

City Manager Rothweiler requested Council to approve the funding agreement with ITD for $107,360 and the FY2027 contract with Downtowner/Via in the amount of $1,759,203 and authorize the mayor to sign both agreements.

Discussion ensued on the following:
Council Member Pierce: Asked for clarification.

MOTION: Council Member Pierce moved to approve the request to enter into the funding agreement with ITD for $107,360 and the FY2027 contract with Downtowner/Via in the amount of $1,759,203 and authorize the Mayor to sign both agreements. **Council Member Vollmer** seconded the motion. The roll call vote showed all members present voted in favor of the motion, 6 to 0.

e) Request to adopt ordinance #O-2026-10 for Zoning District Change on property located at 451 Russet St.

Planning and Zoning Director Spendlove requested to adopt ordinance ***#O-2026-10*** for Zoning District Change on property located at 451 Russet St.

MOTION: Council Member Reid made a motion to dispense with reading the rules and put *Ordinance #O-2026-10* on third and final reading by title only. **Council Member Pierce** seconded the motion. The Roll call vote showed all members present voted in favor of the motion. Approved 6 to 0.

Mayor Brown read Ordinance #2026-10 by title only.

Discussion ensued on the following: None.

MOTION: Council Member Reid moved to approve the request to adopt ordinance ***#O-2026- 10*** for Zoning District Change on property located at 451 Russet St**. Council Member Vollmer** seconded the motion. The roll call vote showed all members present voted in favor of the motion, 6 to 0.

f) A presentation on the finances of the City of Twin Falls for the 3rd quarter of fiscal year 2025- 2026. This presentation will be an overview of the tax-supported funds and the three major enterprise funds: Water, Wastewater and Sanitation.

CFO Howard gave a presentation on the finances of the City of Twin Falls for the 3rd quarter of fiscal year 2025-2026.

Mayor Brown thanked Mrs. Howard for her presentation.

5) General Public Input

Citizen Maria Hernandez spoke on the many songs that she has written and how they have helped.

6) Advisory Board Report/Announcements

Council Member Hawkins spoke about the AIC District Meeting on October 22nd. Also coming up on October 6th, there will be an unveiling of the sculpture of the heart at the visitor center at 1:00 pm.
Council Member Murray thanked Jonathan Spendlove for the talk about housing at CSI.
Mayor Brown spoke about the council vacancy and the process of filling it.

7) Executive Session

a) Request to adjourn to Executive Session pursuant to Idaho Code § 74-206(1)(b) To consider the evaluation, dismissal or disciplining of, or to hear complaints or charges brought against, a public officer, employee, staff member or individual agent, or public-school student.

MOTION: Council Member Reid moved to adjourn to Executive Session 74206(1)(b) to consider the evaluation, dismissal, or disciplining of, or to hear complaints or charges brought against, a public officer, employee, staff member or individual agent, or public-school student. **Council Member Pierce** seconded the motion. The roll call vote showed all members present voted in favor of the motion, 6 to 0.

8) Adjournment

The meeting adjourned into Executive Session at 05:55 PM. The regular meeting adjourned at 7:25 PM.

_____

Amy Luna, Deputy City Clerk

**If you wish to have a full account of this meeting, please listen to the recording that is located on our website. ** Tfid.org

Council Agenda Information

Review

Approval Process:

Consent of the City Council. This event does meet the requirements for a Special Event Permit as outlined in City Code 3-6-2

- (A) Is expected to draw five hundred (500) or more persons at any session as participants or spectators and is proposed to be held at a park;
- (B) Impacts city streets, sidewalks, parks and common areas, or city resources;
- (C) Unless otherwise permitted to do so, propose to sell or serve alcohol publicly; or
- (D) Intends to broadcast amplified sound or generate unusual noise.

Streets

Streets Recommends

- (●) Permit this application as is.
- ( ) Permit this application with the following conditions/comments.
- ( ) Reject this application for the following reasons.

Comments, requests and requirements from Streets

Engineering

Engineering Recommends

- (●) Permit this application as is.
- ( ) Permit this application with the following conditions/comments.
- ( ) Reject this application for the following reasons.

Comments, requests and requirements from Engineering

Planning and Zoning

Planning and Zoning Recommends

- (●) Permit this application as is.
- ( ) Permit this application with the following conditions/comments.
- ( ) Reject this application for the following reasons.

Comments, requests and requirements from Planning and Zoning

Electrical

Electrical Recommends

- (●) Permit this application as is.
- ( ) Permit this application with the following conditions/comments.
- ( ) Reject this application for the following reasons.

Comments, requests and requirements from Electrical

Police

Police Recommends

- ( ) Permit this application as is.
- (●) Permit this application with the following conditions/comments.
- ( ) Reject this application for the following reasons.

Comments, requests and requirements from Police

As in past years, police will provide one officer for Sunway to ticket/dissuade illegal parking in the immediate area.

Please include insurance documentation.

Fire

Fire Recommends

- ( ) Permit this application as is.
- (●) Permit this application with the following conditions/comments.
- ( ) Reject this application for the following reasons.

Comments, requests and requirements from Fire

Party Center will need to pull a Tent Permit IF any structure they erect exceeds 400SF.

Parks

Parks Recommends

- (●) Permit this application as is.
- ( ) Permit this application with the following conditions/comments.
- ( ) Reject this application for the following reasons.

Comments, requests and requirements from Parks

Event Coordinator

Charges/Fees

Row	Description	Cost	Quantity
1	Application Fee	$25.00	1

Total Due *

$25.00

Special Event Departments *

Which departments should be asked to review this application?

- [x] Streets
- [x] Engineering
- [x] Planning and Zoning
- [x] Electrical
- [x] Police
- [x] Fire
- [x] Parks

Reviewer Name *

Mable Shurtleff

Initial Questions

Will you be using a Park Facility (City Pool and Ballfields included), City Trail, or Downtown Commons/Main Street? *

- (•) Yes
- ( ) No

Type of Event *

Please select all that apply

- [ ] Car Show
- [ ] Carnival/Fair
- [ ] Dance
- [ ] Concert/Performance
- [ ] Exhibits/Miscellaneous
- [ ] Festival
- [ ] Parade
- [ ] Picnic/Family Gathering
- [ ] Pool Reservation
- [ ] Run/Walk/Race
- [ ] Special Attraction
- [ ] Street Fair
- [x] Tournament (Sport Field/Court)
- [ ] Other

Estimated Number of Attendees *

3,000

50+ requires permission
250+ requires waste plan
500+ is a special event

Will there be amplified or unusual sound at your event? *

- ( ) Yes
- (•) No

Will your event impact or require any street closure? *

○ Yes ◉ No

Will alcohol be sold or served publicly at your event? *

○ Yes ◉ No

Will there be tents, canopies, or other temporary structures? (includes inflatables) *

◉ Yes ○ No

Provide a description of tents or structures.

No water features allowed. Tent stakes must be less than 12". Fire inspection may be required.

As in previous years, we will be using Party Center equipment, they set it up and take it down

Will there be vendors selling goods or services at this event (including lessons or paid activities)? *

◉ Yes ○ No

Will you be driving vehicles into the park or parking on the grass or in the park? *

○ Yes ◉ No

Will your event require access to or use of the park after hours? (before 6am or after 11pm) *

○ Yes ◉ No

Will you be camping overnight in any park facility? *

○ Yes ◉ No

Will you be operating any type of motorized vehicle on any of the trail system? *

○ Yes ◉ No

Will you be riding bicycles on any area of the park other than a paved road or trail designated for that purpose? *

○ Yes ◉ No

Will bicycles or vehicles operate at a rate of speed exceeding fifteen (15) miles per hour? *

○ Yes ◉ No

Will you have horses or other animals at the event? (other than dogs) *

○ Yes ◉ No

Will there be hot air balloon(s)? *

○ Yes ◉ No

Do you plan to scuba dive in designated swim area at Dierkes Lake? *

○ Yes ◉ No

Will you need to park any vehicles or equipment 1 ½ ton capacity or more in any park parking lots? *

○ Yes ◉ No

Will you require power? (There may an additional fee for power) *

(•) Yes ( ) No

Contact Information

Event Organizer

First Name *
Janel

Last Name *
Williams

Onsite Contact

First Name *
Janel

Last Name *
Williams

Event Information

Event Name *
Canyon Rim Fall Classic

Event Location (Park or Facility Requested)
Sunway Soccer Complex

Is this event indoors or outdoors? *

( ) Indoors
(•) Outdoors

Event Reoccurrence

( ) One Time Event
( ) Recurring over several weeks/months

Event Description *
Soccer tournament for ages U9-U15, we provide all set up, clean up, field painting, etc

Canyon Rim City Park Downtown Commons Sunway Soccer Park Shoshone Falls Dierkes Harmon Park Thomsen Park Oregon Trail

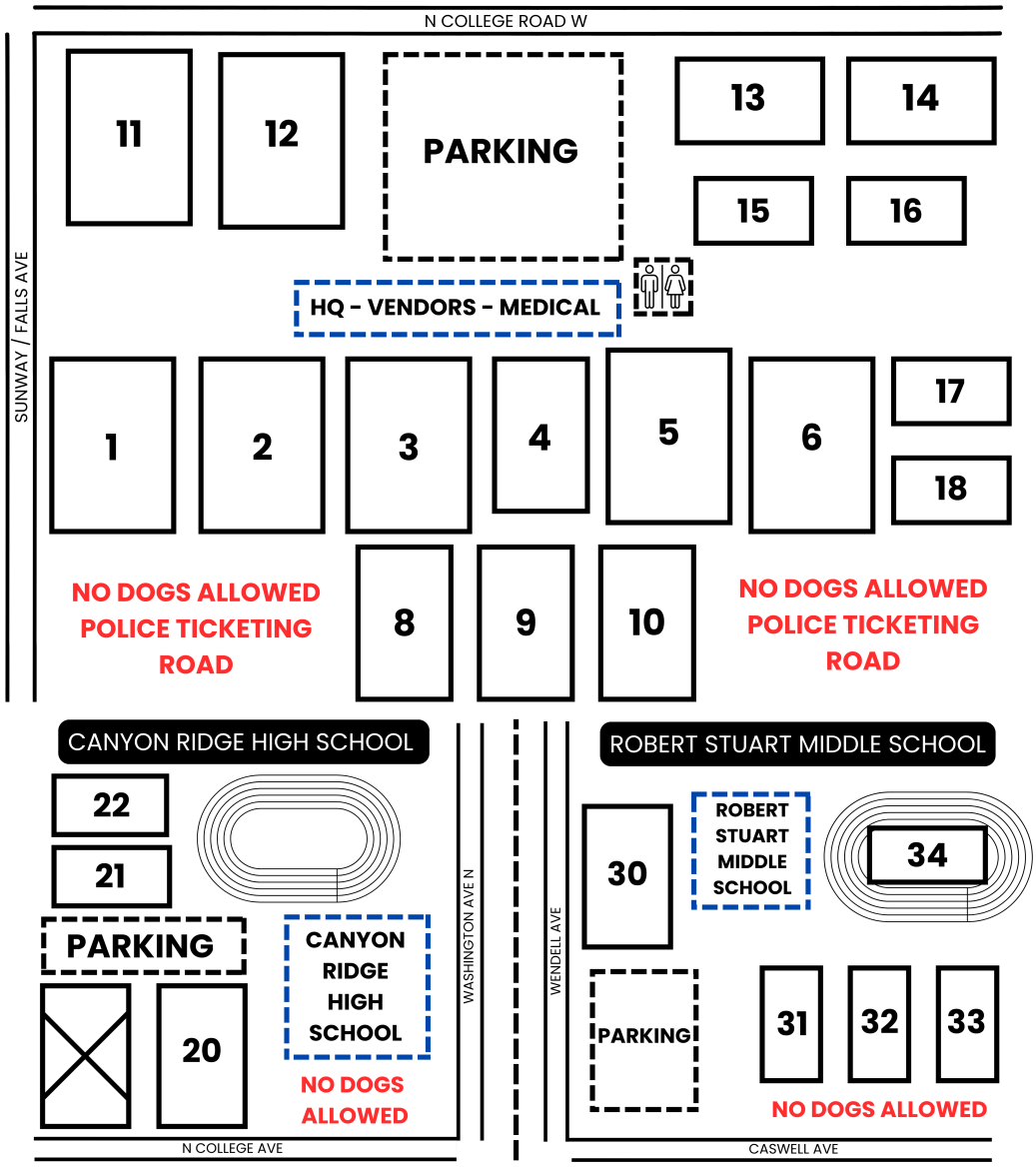
Download this provided template and add your layout. Upload your completed layout below.

Event Map *

CANYON RIM CLASSIC FIELD MAP.png 1.68MB

CANYON RIM CLASSIC FIELD MAP

SUNWAY SOCCER COMPLEX



Set-up Time Start *
10/16/2026 07:00:00 AM

Set-up Time End *
10/16/2026 08:00:00 PM

Event Time Start *
10/16/2026 08:00:00 PM

Event Time End *
10/18/2026 05:00:00 PM

Take Down Time Start *
10/18/2026 05:00:00 PM

Take Down Time End *
10/18/2026 07:00:00 PM

Important, PLEASE READ: Full payment of all fees, map of event layout and liability insurance (if applicable) must accompany this completed application in order to request a reservation. Complete reservation requests are processed in the order in which they are received with annual events (3 years or more) given first consideration.

Parking Plan

Parking Plan *

We mark off no parking and send notifications prior to event to all participants, we also pay to use Xavier parking and the LDS church allows us to overflow park on Saturday

Parking Plan Map

Permits, Licenses and Agreements

Will goods, services, food, or beverages be sold? *

◉ Yes ○ No

✓ *Food Concession and Commercial Activity Permit will be required*
✓ *Handwashing stations may be required by Health Department*
✓ *Agreement and fees may be required*

Will you have keg beer at your event? *

○ Yes ◉ No

Will your event utilize signs, banners, flags, etc.? *

○ Yes ◉ No

Definitions

*A "banner sign" is a temporary sign having characters, letters, or illustrations applied to plastic, cloth, canvas, or other similar material, with the only purpose of such nonrigid material being for background.

*A "sandwich board sign" is a temporary sign that is generally constructed in such a manner as to form an "A" like shape or is constructed with a base and single upward sign face, forming an upside down "T" but not permanently attached to the ground.

• Sandwich board signs are allowed within multi-tenant developments. Only 1 allowed per business.

• Sandwich board signs shall be located not more than ten feet (10') from the door of the business.

*A Community Event Sign announces a campaign, drive activity or celebration of a civic, political, public, philanthropic, religious or educational organization for noncommercial purposes. Community Event signs are allowed off premise but permission from the owner of the property where the sign will be located is required prior to issuance of a permit. Please provide a list of the locations of where any off premise signs will be located.

*May not be larger than 64 sq. ft. in size with a maximum height not to exceed 10 ft.

*An "inflatable sign" is a temporary ground mounted sign that is manufactured of plastic, cloth, canvas, or other light fabric, inflated with air and held upright, typically by mechanical means.

*The minimum setback from the road right of way shall be one and one-half (1-1/2) times the height of the sign.

Will your event generate any type of waste? *

◉ Yes ○ No

Is this an ongoing or seasonal request? *

◉ Yes ○ No

Agreement, insurance, and fees may apply

Will your event include pyrotechnics or fireworks? *

○ Yes ◉ No

Notification

Event organizers are required to notify any nearby property owners who may be impacted by the holding of their special event. This notification must be made in writing and be given to said property owners no less than fourteen (14) days prior to the planned event. The special event permit will not be issued unless this requirement has been met. The written notice must include the following information:

- Date and time of special event
- Location of the event
- Additional areas affected by the event
- Type of event
- Planned road or parking lot closures
- Noise considerations (loud music, etc.)
- Estimated number of attendees

Notification Acknowledgement *

☑ I have read and understand this requirement

Insurance

It is the responsibility of the special event organizer(s) to secure and provide a **COMMERCIAL GENERAL LIABLITY** insurance policy that covers the planned special event. This policy must provide coverage of no less than $500,000 combined single limit per occurrence. This insurance policy must include a rider for alcohol if it is to be sold, provided or consumed. Insurance requirements may be increased upon demand of the Twin Falls City Attorney, Twin Falls City Risk Manager and/or other local government entities with jurisdiction.

Each policy shall be written as a primary policy, not contributing to, or in excess of, any coverage which the City may carry. A certificate of Insurance naming the City of Twin Falls as additionally insured and as the certificate holder must be provided with this application. Failure to provide insurance coverage will immediately terminate special event application or approval.

Insurance Documents

Security

As an event organizer, you are required to provide a safe and secure environment for your event. This is accomplished through pre-planning and anticipation of problems or concerns related to event activities.

Most major events require the services of approved security (either paid professional security or a law enforcement agency). The Special Events Coordinator/Sergeant will evaluate each event application and determine the necessity of and type of security. Police

Officers may be required depending on the scope of event.

The organizer may also be required to provide additional services (lost child booth, trained medical personnel, etc.) at the discretion of the Special Events Coordinator.

Waste Plan

As an event organizer, you are responsible for the waste generated by your participants, spectators and vendors, as well as the costs associated with proper disposal.

Discarded Materials *

List what materials from your event will be discarded by vendors and attendees (i.e. cardboard, plastic bags, food waste, Styrofoam, plastic bottles, aluminum cans etc.):

normal food waste

Have you arranged for portable toilets? *

(•) Yes ( ) No

Have you contracted for additional trash receptacles and/or dumpsters? *

(•) Yes ( ) No

Name of Contracted Company *	Number of Trash Receptacles *	Size of Trash Receptacles
Republic Services (formerly Western Waste)	20	50 gallon

Contact person in charge of waste. *	Phone number of contact	Number of staff assisting in removal.
Kelly Spiers	208-731-0626	10

Any cleanup required by City Personnel following an event will be at the expense of the event organizers.

Restrictions and Signature

Please be aware of the following restrictions:

- Fires are allowed in fireplaces or grills only.
- Dogs must be on leash in parks, with the exception of Baxter Dog Park.
- Dogs are prohibited in the grassy park area of Dierkes Lake Park.
- Alcohol is prohibited at Dierkes Lake Park, Sunway Soccer Fields, First Federal Park & St Luke's Shelter, Oregon Trail Youth Complex, and Sawtooth Softball Fields Water slides, inflatable water features and dunk tanks are prohibited.
- Hours for amplified music are Mon—Fri 11am-9pm, Sat 8am-9:30pm, Sunday 12:15pm-8pm.

The following are prohibited in parks and on trails:

- Glass containers
- Soliciting
- Loitering and Boisterousness

- Discharging of fireworks and explosives
- Possessing intoxicating beverages where prohibited or be under the influence in any public space
- Throwing objects other than in designated areas
- Climbing trees
- Damaging, cutting, removing, or attaching anything to any trees or plants
- Digging or disturbing grass or natural landscape
- Walking or standing on monuments, fountains, railings, fences, or other features not designed for such use
- Disfiguring or removing any buildings or park amenities
- Endangering the safety of others
- Preventing any person from using any park or its facilities
- Violating park curfew of 11pm
- Hunting, trapping, or pursuing wildlife
- Polluting waters of any kind in parks
- Dumping or depositing trash other than in proper receptacles

1. The prior named Applicant/Organization, in consideration of its use of Twin Falls Parks and Recreation facilities, agrees to release, indemnify and defend the City of Twin Falls, and its agents, employees and representative, from any and all claims, demands or lawsuits arising out of the Applicant's/Organization's use of said facilities.

2. Groups, individuals and applicants further agree that they have received the City's policies, rules and regulations governing use of said facility and agree to be bound by the same.

3. Effect Of A Permit: A Twin Falls park permittee shall be bound by all park rules and regulations and all applicable ordinances as fully as though the same were inserted in said permit. The person or persons to whom a permit is issued shall be liable for any loss, damage or injuries sustained by any person or property by reason of the negligence of the person or persons to whom such permit shall have been issued. The director, or a duly authorized representative, shall have the authority to revoke a permit upon finding of violation of any rule or ordinance, or upon good cause. (Ord. 2735, 9-16-2002)

**Based on the details of your event, a parks use permit might be issued. By signing below, I agree that this permit may be revoked for reasons outlined above. I further agree that this permit will be revoked if it conflicts with any lawful order issued by a Federal, State, or local government agency, including orders issued in response to the COVID-19 pandemic.

By signing this application, I certify that the information contained in the foregoing application is true and correct to the best of my knowledge. I understand that this application is made subject to the rules and regulations established by the Twin Falls City Council. I further agree to abide by these rules, and further certify that I, on behalf of the Host Organization, am authorized to commit that organization, and therefore agree to be financially responsible for any costs and fees that may be uncured by, or on behalf of, the Special Event to the City of Twin Falls.

Signature *



Name *

Janel Williams

Date *

09/10/2026

PUBLIC RIGHT-OF-WAY DEED

Jay R. Tschannen, (Grantors), does hereby grant, convey and dedicate fee simple title to the public as public right of way under the jurisdiction of the City of Twin Falls, 203 Main Avenue East, P.O. Box 1907, Twin Falls, ID 83303-1907, (Grantee) a permanent and perpetual public right-of-way, for construction, continued operation, maintenance, repair, alteration, inspection and replacement of a public street and utilities, and legally described as follows:

(See attached Exhibit A - Legal Description)

And the said Grantor does hereby covenant that the Grantor is the owner in fee simple of said premises; that they are free from encumbrances, and that Grantor will warrant and defend the same from all lawful claims whatsoever.

Executed and delivered this 27 th day of August, 2026.

Jay R. Tschannen

Jay R. Tschannen - Grantor

ACCEPTANCE OF PUBLIC RIGHT-OF-WAY

Grantee, City of Twin Falls, does hereby accept dedication of the public right-of-way.

_____

Mayor

Acknowledgement by Individual:

State of Idaho)
County of Twin Falls)

On this 27 day of August, 2026, before me, the undersigned, a Notary Public, personally appeared Jay R Tschannen, known or identified to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same.

Seal

DANISE FITZSIMMONS
COMM NO. 20260066
NOTARY PUBLIC
STATE OF IDAHO
MY COMMISSION EXPIRES: JAN. 12, 2032

Notary Public
Commission expires: Jan 12, 2032

Acknowledgement by Mayor:

State of Idaho)
County of Twin Falls)

On this _____ day of _____, _____, before me, the undersigned, a Notary Public, personally appeared **Jason Brown**, **Mayor of the City of Twin Falls**, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that she executed the same on behalf of the **City of Twin Falls**.

Seal

_____
Notary Public
Commission expires: _____

CivilScience
Engineers | Surveyors | Solutions
376 Falls Avenue
Twin Falls, ID 83301
208-737-0007

Exhibit "A"
Legal Description for
Road Right of Way

Township 10 South, Range 17 E., Boise Meridian, City of Twin Falls, Twin Falls County, Idaho more Section 29: A parcel of land within the NE1/4 SW1/4 being more particularly described as follows:

COMMENCING at the North Quarter corner of Section 29, said point lies North 00°02'23" West, 5360.84 feet from the South Quarter corner of Section 29;
THENCE South 00°02'23" East, 2681.71 feet to the Northeast corner of said NE1/4SW1/4, and being the REAL POINT OF BEGINNING;

THENCE South 00°02'23" East for a distance of 68.71 feet along the East boundary of said NE1/4SW1/4;

THENCE North 89°28'59" West for a distance of 39.00 feet;

THENCE Northwesterly along a curve having a radius of 30.00 feet, having a curve length of 46.83 feet with a chord direction North 44°45'41" West and a Chord Length of 42.22 feet;

THENCE North 89°28'59" West for a distance of 361.45 feet;

THENCE North 00°00'24" West for a distance of 39.00 feet

THENCE South 89°28'59" East for a distance of 430.13 feet to the REAL POINT OF BEGINNING.

Parcel Contains 18,123.30 square feet, or +/- 0.42 acres

LEGAL DESCRIPTION

A parcel of land located in the E 1/2, SW 1/4, Section 29, T. 10 S., R. 17 E., Boise Meridian, City of Twin Falls, Twin Falls County, Idaho more particularly described as follows:

Commencing at the South 1/4 Corner of Section 29 which is an aluminum cap from which the SW Corner of Section 29 which is a brass cap bears N 88°50'19" W for a distance of 2631.56, the Basis of Bearing of this description, run thence N 88°50'19" W along the southerly boundary of said Section 29 a distance of 1315.78 ft., run thence N 00°34'20" E a distance of 33.00 ft. to a point along the northerly right-of-way of State Highway 74, being a 5/8" rebar, and being the POINT OF BEGINNING;
THENCE North 0°35'34" East, 2646.35 feet to a 5/8" rebar;
THENCE South 88°49'53" West, 886.34 feet to a 5/8" rebar;
THENCE South 0°38'26" West, 474.01 feet to a 5/8" rebar;
THENCE North 88°57'50" West, 227.76 feet to a 5/8" rebar;
THENCE South 0°36'00" West, 900.87 feet to a 5/8" rebar;
THENCE South 88°50'06" East, 233.35 feet to a 5/8" rebar;
THENCE North 0°35'20" East, 750.07 feet to a 5/8" rebar;
THENCE South 88°50'55" East, 293.00 feet to a 5/8" rebar;
THENCE North 0°35'20" East, 88.87 feet to a 5/8" rebar;
THENCE South 88°50'19" East, 39.99 feet to a 5/8" rebar;
THENCE North 01°09'41" East, 200.54 feet to a 5/8" rebar;
THENCE North 88°50'19" West, 188.34 feet to a 5/8" rebar;
THENCE South 01°09'41" West, 231.29 feet to a 5/8" rebar;
THENCE North 88°50'19" West a distance of 356.85 feet to a 5/8" rebar which is the point of tangency, said point being the POINT OF BEGINNING.

Parcel Contains +/- 44.35 acres

NOTES

ALL POTABLE WATER PIPES ARE OWNED BY THE CITY OF TWIN FALLS.

ALL SEWER MAINS AND MANHOLES ARE OWNED BY THE CITY OF TWIN FALLS.

WATER AND SANITARY SEWER UTILITIES NOT WITHIN THE RIGHT-OF-WAY SHALL HAVE A 15' EASEMENT CENTERED ON THE PIPE.

EACH LOT WILL HAVE ITS OWN PRESSURE IRRIGATION SERVICE LINE CONNECTED TO THE MAINS IN THE STREET OWNED BY THE CITY OF TWIN FALLS.

ADA ACCESSIBLE ROUTES WILL BE CONSTRUCTED AT ALL SIDEWALKS AND STREET INTERSECTIONS.

THIS PROPERTY IS CURRENTLY ZONED AS RESIDENTIAL (R-4).

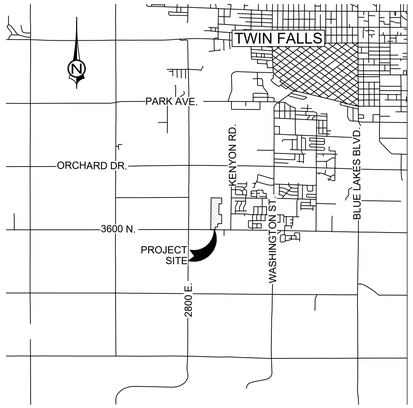
THE PROPERTY IS LOCATED IN FLOOD ZONE X (AREA DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN).

THE CURRENT PROPERTY IS UNDEVELOPED AND FARMED. NO RESIDENTIAL DWELLINGS EXIST ON THE PROPERTY.

OFF-SITE SEWER IMPROVEMENTS CONTINUE THROUGH THE EL MILAGRO DEVELOPMENT PER THE SEWER MODELING REPORT.

VERTICAL DATUM IS NAVD 88

VICINITY MAP NTS

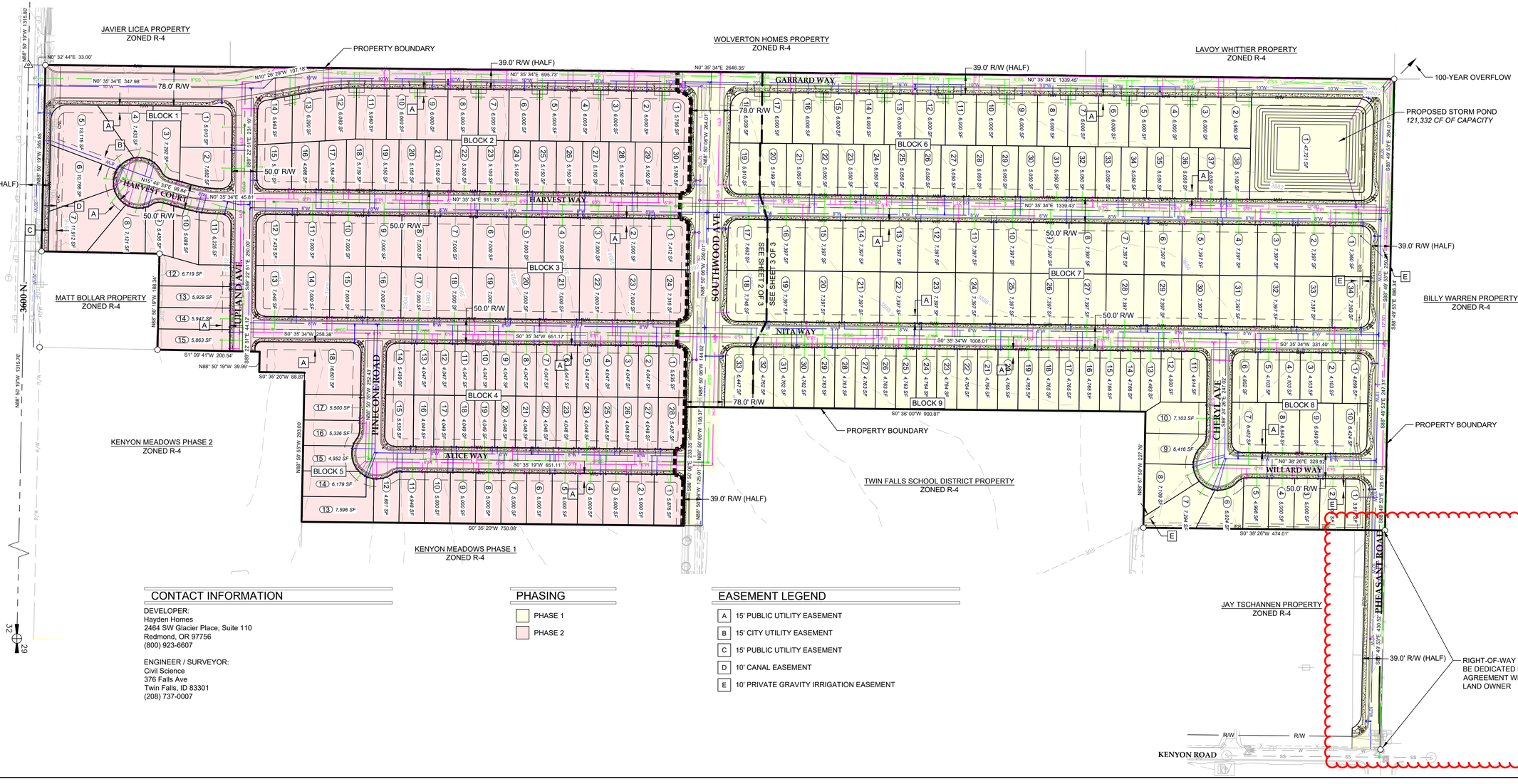


PRELIMINARY PLAT
FOR
KENYON MEADOW SUBDIVISION NO. 2
LOCATED IN THE
E ½, SW ¼, SECTION 29,
TOWNSHIP 10 SOUTH, RANGE 17 EAST
BOISE MERIDIAN
CITY OF TWIN FALLS, TWIN FALLS COUNTY, IDAHO
2026

Clean Preliminary Plat

08/24/2026

0 100 200
SCALE IN FEET
(SCALE VALID FOR 24" X 36" PAPER ONLY)



CONTACT INFORMATION

DEVELOPER:
Hayden Homes
2464 SW Glacier Place, Suite 110
Redmond, OR 97756
(800) 923-6607

ENGINEER / SURVEYOR:
Civil Science
376 Falls Ave
Twin Falls, ID 83301
(208) 737-0007

PHASING

- PHASE 1
- PHASE 2

EASEMENT LEGEND

- A 15' PUBLIC UTILITY EASEMENT
- B 15' CITY UTILITY EASEMENT
- C 15' PUBLIC UTILITY EASEMENT
- D 10' CANAL EASEMENT
- E 10' PRIVATE GRAVITY IRRIGATION EASEMENT

CivilScience
376 Falls Avenue
Twin Falls, ID 83301
208.737.0007

REVIEW ONLY. NOT FOR CONSTRUCTION.

REUSE OF DRAWINGS
THIS DOCUMENT AND THE IDEAS HEREIN ARE THE PROPERTY OF CIVIL SCIENCE, INC. AND SHALL NOT BE USED IN WHOLE OR IN PART, FOR ANY OTHER PROJECT OR EXTENSION OF THIS PROJECT EXCEPT BY WRITTEN AUTHORIZATION OF CIVIL SCIENCE, INC.

NO.	DESCRIPTION	REVISION	BY	APR.	DATE

PRELIMINARY PLAT
KENYON MEADOW SUBDIVISION NO. 2
TWIN FALLS, IDAHO

PROJ. #:	FX: 23391.00
DATE:	14 AUGUST, 2026
DESIGN BY:	JBS
CHECKED BY:	SA
SHEET	PP-1

1 OF 3

L:\Idaho\Projects\Active 2023\F23391.00 - Kenyon Meadows Phase 2-5\700 - CAD\Sheet_Files\23391 - Preliminary Plat-2026.dwg 8/24/2026 8:06 AM

Date: Monday, October 5, 2026

To: Honorable Mayor and City Council

From:

PRESENTATION

Request:

Presentation from Dr. Brady Dickenson on the Twin Falls School District renewal of a supplemental levy.

Time Estimate:

Background:

Approval Process:

Budget Impact:

Regulatory Impact:

History:

Analysis:

Conclusion:

Attachments:

None

Date: Monday, October 5, 2026

To: Honorable Mayor and City Council

From: Robert Bohling, Water Superintendent

ACTION ITEM

Request:

Staff requests City Council authorization to purchase one combination vacuum and water unit for water system maintenance operations under the FY 2026–2027 Capital Improvement Program (CIP), in the amount of $665,034.50.

Time Estimate:

10 Minutes

Background:

This unit replaces a 2013 unit that has been passed down already from another PW Dept. It has reached it's useful life and is being replaced by the proposed unit, which will support City water system maintenance by providing a mobile resource for water-main break response, maintenance excavation, dewatering, debris removal, and safe exposure of buried water infrastructure.

Approval Process:

Staff requests City Council authorization to purchase one combination vacuum and water unit for water system maintenance operations under the FY 2026–2027 Capital Improvement Program (CIP), in the amount of $665,034.50 using Sourcewell Contract No. 101221-VTR.

Budget Impact:

This is a CIP funded item approved through the 2026-27 Budget process for the Water Dept.

Regulatory Impact:

Item	Amount / Information
Purchase price	$665,034.50
Funding source	FY 2026–2027 Capital Improvement Program
Procurement method	Sourcewell Contract No. 101221-VTR
Vendor	MetroQuip Inc.

History:

N/A

Analysis:

N/A

Conclusion:

Staff recommends that City Council authorize the purchase of one 2028 Kenworth T880 chassis equipped with a 2027 Vactor HXX PD from MetroQuip Inc. through Sourcewell Contract No. 101221-VTR, in the amount of $665,034.50, funded through the FY 2026–2027 CIP.

Attachments:

1. Twin Falls Water TruVac HXX KW T880 Tandem wPusher - Sourcewell - MetroQuip - 9-4-26

QUOTE

MetroQuip, Inc.
1953 E. Commercial
Meridian, ID 83642
ph:(208)344-3318 fax:(208)345-5931

QUOTATION NO. TFWHXX
DATE September 4, 2026
CUSTOMER ID TwinFallsWater
EXPIRATION DATE **60 Days**

TO
Mark Libert
City of Twin Falls Water Department
119 South Park Avenue West
Twin Falls, ID 83303-1907
PH: 208-308-7241 mlibert@tfid.org

SALESPERSON	FOB	PAYMENT TERMS	DUE DATE
Jeff McCoy (208)921-5332	Twin Falls, ID	Standard Terms and Conditions	

QUANTITY	DESCRIPTION	UNIT PRICE	LINE TOTAL
1.00	**2027 Vactor HXX PD, 27" Vacuum, 12 Yrd Debris, 1200 Gal Water** - *See Specs*	$487,850.00	$487,850.00
1.00	**2028 Kenworth T880 Tandem w/Pusher, Cummins X15 450 HP, Allison 4000RDS 6-Speed Auto Trans, 78,350 GVWR** - *See Specs*	$182,520.00	$182,520.00
1.00	Sourcewell Contract #101221-VTR Discount	-$14,635.50	-$14,635.50
1.00	Freight and Dealer Costs - Pre-Delivery Inspection, Titling, Delivery and Ball and Socket Pipe and Hose Ends	$9,300.00	$9,300.00

SUBTOTAL	$ 665,034.50
SALES TAX	
TOTAL	**$ 665,034.50**

This is a quotation for the goods named, subject to the conditions noted below. This quotation is valid for 30 days from date above unless otherwise noted. The prices do not include freight charges, sales tax, F.E.T., or other applicable taxes unless noted. All sales are subject to availability and/or prior sale.

To Accept this quotation, sign here and return: _____

THANK YOU FOR YOUR BUSINESS!

Subsidiary of Federal Signal Corporation

Vactor Manufacturing INC.
1621 South Illinois St.
Streator, IL 61364
Phone: (815) 672-3171
Fax: (815) 672-2779
www.Truvac.com

ORDER DATE:	
PAGE #:	1 of 9
SALES ORDER #:	
WORK ORDER #:	
PRICE LIST DATE:	09-02-2026
SERIAL #:	
BMI QUOTE #:	2026-87152
Version #:	1

SALES ACKNOWLEDGEMENT

SOLD TO: 100335
METROQUIP INC
1953 E COMMERCIAL ST

MERIDIAN, ID83642-5965
US

SHIP TO: 100335
METROQUIP INC
1953 E COMMERCIAL ST

MERIDIAN,ID 83642-5965
US

END CUSTOMER: CITY OF TWIN FALLS WATER

PURCHASE ORDER	SALES ORDER NO.	PAYMENT TERMS	QUOTE NO.	Incoterms 2020
		0.25% 15 NET 30	2026-87152	

ORDER DATE	SHIP DATE	SALES REGION
		165 - Rich Konkler

QTY	PART NUMBER	DESCRIPTION	LIST PRICE
1	21HXXPD12	HXX PD 27" Vacuum 12 yrd Debris 1200 Gal Water	$407,326.00
1	H002STD	DigRight Technology	$0.00
1	H011STD	Aluminum Fenders	$0.00
1	H012STD	Mud Flaps	$0.00
1	H015STD	Hibon 8702 Blower	$0.00
1	H016STD	Sealed Electrical System	$0.00
1	H017STD	Dual Cyclone Separators	$0.00
1	H020STD	Double Acting Dump Hoist	$0.00
1	H022STD	2" Y-Strainer w/25' Fill Hose	$0.00
1	H026STD	Exten Steel Debris Body	$0.00
1	H040STD	Electronic Low Water Indicator	$0.00

1	H046STD	Fixed Pipe Rack R/D	$0.00
1	H047STD	Flat Rear Door w/Hyd Locks/Lift	$0.00
1	H048STD	8" ID Vacuum System	$0.00
1	H049STD	Multi Flow System	$0.00
1	H050STD	Handgun Kit 5gpm/10gpm	$0.00
1	H051STD	75' Retractable Handgun Reel	$0.00
1	H055STD	Vacuum Relief	$0.00
1	H056STD	Electronic Back-Up Alarm	$0.00
1	H057STD	3" Water Tank Drain	$0.00
1	H058STD	2-1/2" Cam-Lok Water Fill Fitiings	$0.00
1	H059STD	Control Panel Boom Control	$0.00
1	H060STD	Circuit Breakers	$0.00
1	H061STD	Tow Hooks -- Rear	$0.00
1	H063STD	Hydrant Wrench/Tool Package	$0.00
1	H067STD	Debris Body Deflectors	$0.00
1	H068STD	S.S. Float Ball Shut Off	$0.00
1	H069STD	Manual hand pump for boom hydraulic override	$0.00
1	H101STD	1200 Gallon Poly Water Tank	$0.00
1	H1022STD	Rear Door Splash Shield	$0.00
1	H1023STD	Lube Manifold, Lube Chart Inlcuded	$0.00
1	H1025STD	8" Inspection Port W/Ladder	$0.00
1	H1027STD	Removable Boom Turret Box	$0.00
1	H102BSTD	6" Rear Door Knife Valve w/Camloc 3:00 position - Standard	$0.00
1	H103STD	Control Cabinet Tool Box - 36w x 24h x 12d	$0.00
1	H104STD	Water Pump Cabinet Tool Box - 50w x 30h x 30d	$0.00
1	H105STD	Digging Lance Package	$0.00
1	H1065STD	LED Clearance Tail Stop Turn and Backup Lighting	$0.00
1	H106STD	3 - Fixed Jet Nozzles	$0.00
1	H107STD	1 - Vactor Rotator Nozzle	$0.00
1	H127STD	Grounding cable to tie debris body sub frame and chassis	$0.00
1	H160STD	Mandatory Transfercase Mounting Charge	$0.00
1	H4013STD	Wireles Remote with Body Controls	$0.00
1	H4017STD	Boom Out of Position Indicator/Alarm	$0.00
1	H4019ASTD	ISO 46 Hydraulic Oil	$0.00
1	H4020STD	Body Out of Position Indicator/Alarm	$0.00

1	H6017STD	Hydraulic Tank Shutoff Valves	$0.00
1	H8021STD	8" Vacuum Tube Package w/8" Dig Tube	$0.00
1	H9006STD	Hydroexcavating Digging Nozzles &Single Jet Spinner	$0.00
1	H9025ASTD	Tool Tray Driver Side Subframe	$0.00
1	H9025STD	Toolbox Passenger Side Subframe in lieu of Tool Tray 104w x 24h x 22d	$0.00
1	H9028STD	Driver side Toolbox 36W x 52H x 30D Standard	$0.00
1	H9031STD	Camera System Rear Only	$0.00
1	512459A-30	Standard Manuals w/Cloud Parts (Includes physical copies of operators, safety and WJTA manuals with a login for cloud parts)	$0.00
1	H1004	Debris Body Load Limit Alarm	$2,495.00
1	H1026	Debris Body Vibrator Electric	$2,067.00
1	H1030	Sludge Pump Off-Load System- 4"	$10,944.00
1	H1040	Float Ball Screen Perforated Plastic	$1,190.00
1	H2006	Air Purge	$1,554.00
1	H2021B	Water Heater 400 000 BTUs	$7,995.00
1	H4004A	7ft Telescoping Boom 320 deg. with Removable Turret Box	$6,588.00
1	H4022E	EMCO Abrasion Resistant, 70 Degree, Telescopic Boom Elbow	$3,199.00
1	H5010C	Cold Weather Package 2 - Includes PTO Cold Weather Recirculator	$9,204.00
1	H5017A	20 GPM/3000 PSI Water System in lieu of 10 GPM	$11,242.00
1	H6021	Cyclone Drain Valve	$851.00
1	H7004C	Front Station Control Second Operator Station Spring Retract Hose Reel Passenger Side	$5,354.00
1	H8004F	Rear Mounted LED Beacon Light w/ Limb Guard	$1,319.00
1	H8004G	Front Mounted LED Beacon Light w/Limb Guard	$1,319.00
1	H8011	Worklights (2) Boom	$948.00
1	H8015	Work Zone Lighting, (8) LED Lights	$2,585.00
1	H8020H	10 Light Package - 10 Federal Signal Strobe lights - LED; 2 Front Grille, 3 Driver Side, 3 Pass side, 1 Driver Rear, 1 Passenger Rear	$3,502.00
1	H8024	Amber Lights for Flashing Light Package	$0.00
1	H9021	Toolbox Passenger Side Behind Tandem 18w x 48h x 24d	$1,378.00
1	H9021A	Toolbox Driver Side Behind Tandem 18w x 48h x 24d	$1,378.00
1	H9022	Water Tank Toolbox Driver Side	$1,112.00
1	LOGO-LOOSE	TruVac Logos - Shipped Loose	$0.00

1	MAN-ST	Ship Manuals to Ship-To	$0.00
1	TPKL450A-2027-E	Customer Supplied Chassis, Tandem Axle w/Pusher, 2027 Kenworth T880 SBA, 450 HP, Auto, 78,350 GVWR, EPA24	$0.00
1	VDS-155	Freight Charges	$4,300.00

Chassis Source - Customer

Module Paint Match Cab - false

Module Paint Color - Grey

Module Paint Color Code - 840976EX

Cab Color - White

Cab Color Code -

Chassis Make - Kenworth

Chassis Model - T880 SBA 8x4 450 H.P Auto (TPKL450A)

Chassis VIN -

Special Request

Qty	Part Number	Description	List Price
1	R50711	Omit H9028STD (Driver Side Toolbox 36W x 52H x 30D)	$0.00

Chassis Notes:
Paint Notes:
Spare Parts Notes:
Special Delivery Requirements:
Other Notes:
Revision Log:

LIMITED WARRANTY

Limited Warranty. Each TRUVAC machine manufactured by VACTOR MANUFACTURING (or, "the Company") is warranted against defects in material and workmanship for a period of 12 months, provided the machine is used in a normal and reasonable manner and in accordance with all operating, maintenance and safety instructions. In addition, certain machines and components of certain machines have extended warranties as set forth below. If sold to an end user, the applicable warranty period commences from the date of delivery to the end user. If used for rental purposes, the applicable warranty period commences from the date the machine is first made available for rental by the Company or its representative. This limited warranty may be enforced by any subsequent transferee during the warranty period. This limited warranty is the sole and exclusive warranty given by the Company.

STANDARD EXTENDED WARRANTIES (Total Warranty Duration)

All Models	10 years against stainless steel water tank leakage due to corrosion. 3 years against aluminum water tank leakage due to corrosion. Nonmetallic water tanks are covered for 5 years against any factory defect in material or workmanship.
All Models	5 years against leakage of debris body, centrifugal compressor or fan housing due to rust-through.
ALL Models starting with 21-09X-XXXXX and beyond	2 year- Electrical & Electronics (excludes Chassis components)

Exclusive Remedy. Should any warranted product fail during the warranty period, the Company will cause to be repaired or replaced, as the Company may elect, any part or parts of such machine that the Company's examination discloses to be defective in material or factory workmanship. Repairs or replacements are to be made at the selling Company's authorized dealer's or distributor's location or at other locations approved by the Company. In lieu of repair or replacement, the Company may elect, at its sole discretion, to refund the purchase price of any product deemed defective. The foregoing remedies shall be the sole and exclusive remedies of any party making a valid warranty claim.

This Limited Warranty shall not apply to (and the Company shall not be responsible for):

1. Major components or trade accessories that have a separate warranty from their original manufacturer, such as, but not limited to, trucks and truck chassis, engines, hydraulic pumps and motors, tires and batteries.
2. Normal adjustments and maintenance services.
3. Normal wear parts such as, but not limited to, oils, fluids, vacuum hose, light bulbs, fuses and gaskets.
4. Failures resulting from the machine being operated in a manner or for a purpose not recommended, nor intended, or not in accordance with operating, maintenance or safety instructiions provided by the Company.
5. Repairs, modifications or alterations without the express written consent of the Company, which in the Company's sole judgment, have adversely affected the machine's stability, operation or reliability as originally designed and manufactured.
6. Items subject to misuse, negligence, accident or improper maintenance.

NOTE The use in the product of any part other than parts approved by the Company may invalidate this warranty. The Company reserves the right to determine, in its sole discretion, if the use of non-approved parts operates to invalidate the warranty. Nothing contained in this warranty shall make the Company liable for loss, injury, or damage of any kind to any person or entity resulting from any defect or failure in the machine.

THIS WARRANTY SHALL BE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, AND TO THE EXTENT PERMITTED, CONFERRED BY STATUTE, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE, OR A WARRANTY AGAINST FAILURE OF ITS ESSENTIAL PURPOSE, ALL OF WHICH ARE DISCLAIMED.

This warranty is in lieu of all other obligations or liabilities, contractual and otherwise, on the part of the Company. For the avoidance of doubt, the Company shall not be liable for any indirect, special, incidental or consequential damages, including, but not limited to, loss of use or lost profits. The Company makes no representation that the machine has the capacity to perform any functions other than as contained in the Company's written literature, catalogs or specifications accompanying delivery of the machine. No person or affiliated company representative is authorized to alter the terms of this warranty, to give any other warranties or to assume any other liability on behalf of the Company in connection with the sale, servicing or repair of any machine manufactured by the Company. Any legal action based hereon must be commenced within eighteen (18) months of the event or facts giving rise to such action.

The Company reserves the right to make design changes or improvements in its products without imposing any obligation upon itself to change or improve previously manufactured products.

TRUVAC by Vactor Mfg., Inc.

VACTOR MANUFACTURING
1621 S. Illinois Street
Streator, IL 61364

9-1-2021

KENWORTH

CIT TRUCKS - PERU (C251)
2650 MAY ROAD
PERU, Illinois 61354

VACTOR MANUFACTURING
1621 S ILLINOIS ST
STREATOR, Illinois 61364
United States of America

Grant Magerkurth
Cell Phone:
Office Phone: 815 224-4410
Email: gmagerkurth@cittrucks.com

Jared Dippel

Vehicle Summary

Unit

Model:	T880 Series Conventional
Type:	Full Truck
Description 1:	POKL500A2027
Description 2:	Eagle Sewer District

Application

Intended Serv.:	Construction: Vehicles used in the cons
Commodity:	Excavated Earth

Body

Type:	Vacuum Tank
Length (ft):	23
Height (ft):	13.5
Max Laden Weight (lbs):	4000

Trailer

No. of Trailer Axles:	0
Type:	
Length (ft):	0
Height (ft):	0
Kingpin Inset (in):	0
Corner Radius (in):	0

Restrictions

Length (ft):	120
Width (in):	102
Height (ft):	13.5

Chassis

Fr Axle Load (lbs):	20000
Rr Axle Load (lbs):	46000
G.V.W.R. (lbs):	79500
G.C.W. (lbs):	79500

Road Conditions:

Class A (Highway)	85
Class B (Hwy/Mtn)	10
Class C (Off-Hwy)	5
Class D (Off-Road)	0
Maximum Grade:	6
Wheelbase (in):	285
Overhang (in):	65
Fr Axle to BOC (in):	74
Cab to Axle (in):	211
Cab to EOF (in):	276
Overall Comb. Length (in):	398.5

Special Req.

U.S. Domestic Registry, 50-state.

Approved by: _____ **Date:** _____

Note: All sales are F.O.B. designated plant of manufacture.

Sales Code	Std/ Opt	Description	Weight
Model			
0000810	S	**T880 Series Conventional** For use in straight truck and tractor applications both on the road and on the jobsite. T880 offers four hood styles, all with five piece construction and bolt-on fenders. Complex reflector forward lighting and advanced ergonomics. Elastomer bushed front spring pins & heavy-duty shock absorber brackets, 16mm fasteners from rear cab support to end-of-frame, except tractor taper crossmember. Three vinyl inside sunvisors for LH, RH, and center. Under-dash center console with (2) cup holders, (2) 12V outlets & a storage compartment. Glove box door with locking latch.	**15,549**
0070060	S	**T880**	**0**
0072001	O	**Chassis Operation Will Include Stationary** application used in lower 48 states [US only]. Stationary operation is defined as running the engine under load while stationary at a substantial fraction of engine gross horsepower (60% or greater) for an extended period of time (longer than 5 - 10 minutes).	**0**
0080101	O	**CARB Low NOX Omnibus Registration Guidelines** Dealer/Customer acknowledges that this vehicle is NOT intended for registration or domicile/primary use in the State of California.	**0**
0080310	O	**EPA Clean Idle Label - Cummins Engines**	**0**
0090000	S	**Non-Sleeper w/ Rear Axle Capacity less than 59K.**	**0**
0098412	O	**State of Registry: Idaho**	**0**
Engine & Equipment			
0130356	O	**Cummins X15 500V 500@1900 1650@900, 2024** with Intebrake, Productivity Series N09420 C333 0.....Reserve Speed Limit Offset (N09380 C334 0.....Maximum Cycle Distance (C334 N09360 C400 252...Reserve Speed Function Reset N09200 C399 100...Standard Maximum Speed Limit N09400 C401 10....Maximum Active Distance (C40 N09220 C402 0.....Expiration Distance (C402) N09540 C395 0.....Expiration Distance (C395) N09260 C121 64....Maximum Accelerator Pedal Ve N09440 C234 NO....Engine Protection Shutdown (N09460 C231 NO....Gear Down Protection (C231) N09580 C133 5.....Timer Setting (C133) N09680 C233 NO....Idle Shutdown Manual Overrul N09480 C132 1400..Max PTO Speed (C132) N09300 C128 64....Maximum Cruise Speed (C128) N09500 C239 NO....Cruise Control Auto Resume (N09520 C238 NO....Auto Engine Brake in Cruise N09240 C209 100...Hard Maximum Speed Limit (C2 N09780 C190 80....High Ambient Temperature Thr N09740 C188 40....Low Ambient Temperature Thre	**470**

Sales Code	Std/ Opt	Description	Weight
		N09760 C189 60....Intermediate Ambient Tempera N09720 C382 YES...Enable Hot Ambient Automatic N09600 C396 YES...Enable Impending Shutdown Wa N09620 C397 60....Timer For Impending Shutdown N09640 C206 35....Engine Load Threshold (C206) N09560 C225 YES...Enable Idle Shutdown Park Br	
1000046	O	**EPA Emissions Compliant Engine**	**0**
1000151	S	**PremierSpec**	**0**
1000170	O	**Enable Engine Regeneration in PTO Mode Cummins**	**0**
1000244	O	**Gearing Analysis: Balance** power/economy blend results.	**0**
1000256	O	**Customer's Typical Operating Spd: 64 MPH**	**0**
1000329	O	**Cummins ISX Engine Parameters for Split Shaft PTO** For use with vacuum tank bodies and Cummins ISX engines. Enables PTO parameters to prevent engine instability issues with vacuum tank applications. Locates vehicle speed sensor on output of transmission instead of transfer case.	**0**
1000344	O	**EWI Tracking - A2 Engine Module Chassis**	**0**
1000526		**RegistrationYear** Year of Registration: 2026	**0**
1000684	O	**Effective VSL Setting NA**	**0**
1000858	O	**Engine Idle Shutdown Timer Disabled**	**0**
1000891	O	**Eff EIST NA Expiration Miles** Use only with MX and Cummins engines	**0**
1002080	O	**Air Compressor: Cummins 18.7 CFM, Naturally** Aspirated for Cummins X15 and X15N engines	**0**
1051200	S	**Air Cleaner: Composite Firewall Mounted PACCAR or** Cummins Engines	**0**
1105220	O	**Fan Hub: Horton 2-Speed for X15/X15N**	**0**
1123555	S	**Cooling module: 1330 square inches.** Includes aluminum radiator core, aluminum charge air cooler, translucent surge tank and washer bottle, silicone hoses, and extended life coolant.	**0**
1160105	O	**Radiator Winterfront.**	**2**
1160208	O	**Bug Screen: Between Hood & Grille**	**2**
1247282	O	**EXH: Single Can 2024 RH Under with Single** Side-of-Cab Tailpipe. For use with Stationary Applications.	**55**
1290118	O	**Tailpipe: 5 in. Single 18 in. 45 degree curved.**	**0**

Sales Code	Std/ Opt	Description	Weight
1321109	O	**Fuel Filter:PACCAR Standard Service Interval** Fuel/Water Separator. 2017 and Later Emissions	**0**
1321205	S	**Run Aid:Fuel Heat** *For Fuel Filter	**0**
1321305	S	**Start Aid:12V Heat** *For Fuel Filter	**0**
1500029	O	**Kenworth Fuel Cooler** Required for Cummins engines with a single fuel tank. Required for PACCAR MX-13 engine with a single fuel tank and stationary use: High RPM, low vehicle speed, sustained for longer than 1 hour. Optional for all other applications.	**6**
1504005	O	**Immersion Block Heater 120V 1500W W/ Plug Under** Door on C500, T660, T800 & W900.	**2**
1509029	O	**Shutoff Valves for Trailer Heat with Hoses Routed** at minimum 3 feet BOC/BOS. Installation includes shutoff valves on a loop of hose routed to 3' BOC/BOS. Trailer heat application not to exceed 12 kW (680 BTU/min) of heat draw from the engine. For applications requiring a significant amount of heat (6-12 kW, Ex: heating a tanker), the engine must be warmed up before opening shutoff valves allowing coolant to flow. A separate coolant heater is recommended for applications requiring more heat.	**0**
1812163	S	**Alternator: PACCAR HDS 160 AMP Brushed**	**0**
1821210	O	**Batteries: 3 PACCAR GP31 Threaded Post (700-730)** 2100-2190 CCA dual purpose.	**0**
1836103	O	**PACCAR Premium 12V Starter W/ Cummins X15 Engines** PACCAR 12 volt electrical system. With centralized power distribution incorporating plug-in style relays. Circuit protection for serviceability, 12-volt light system with circuit protection circuits number & color coded.	**0**
1840065	S	**12V Low Voltage Disconnect for Battery Protection**	**0**
1901017	S	**Remote PTO/Throttle, 12-Pin, Engine Bay** Remote Control Provision	**0**
1901078	O	**J1939 Harness Extension Under Hood at Firewall** Driver Side	**0**
Transmission & Clutch			
2016627	O	**Transmission: Allison 4500RDS 6-speed, With PTO** drive gear. No Retarder. 6th Generation controls. For vocational applications. Includes shift control, transmission oil temperature gauge, oil level sensor & heat exchanger. Transynd transmission fluid is standard on all Allison 1000, 2000, 3000 & 4000 series transmissions.	**478**
2406005	O	**45 degree Yokes on Interaxle Drivelines.**	**11**
2406803	O	**Driveline: 3 Dana SPL250XL W/ 2 Centerbearings** Low maintenance offering from Spicer. On-highway 350K mi first service interval, 100K mi subsequent service interval on U-joint, splines lubed for life, quick disconnect end caps.	**202**
2410018	O	**Torque Converter Included W/ Allison** Transmission.	**0**

Sales Code	Std/ Opt	Description	Weight
2410099	U	**ACTL S/C:2410072:NO AUTO NEUTRL**	**0**
2410151	O	**Pushbutton Control Center Console Mounted.** Class 8 with Allison Transmission.	**0**
2410161	O	**Customer-Installed Split Shaft PTO Informational** only, nothing additional is provided.	**0**
2410204	O	**Allison Fuel Sense: Delete**	**0**
2410311	U	**Decline Allison Neutral at Stop**	**0**
2410433	U	**ALLISON GEN 5 RDS PACKAGE 172** *Narr ALLISON GEN 5 RDS PACKAGE 172 ALLISON GEN 5 RDS PACKAGE 172 REQUIRED FOR BODY INSTALL*	**0**
2429378	O	**Customer Installed Transmission PTO in the LH** Mounted position (8 o'clock) for Allison 3000 & 4000 transmissions.	**0**
2460068	U	**OPT LOC TRANS OIL COOLER FOR BODY** *Narr OPT LOC TRANS OIL COOLER FOR BODY OPT LOC TRANS OIL COOLER FOR BODY REQUIRED FOR BODY INSTALL*	**0**
2480315	O	**Severe Service Rear Transmission Support** Spring(s).	**15**
Front Axle & Equipment			
2506181	O	**Dana Spicer D2000 Front Axle rated 20K** standard track.	**-57**
2601612	O	**Front Brakes: Bendix HP-ES 16.5X6, Max Cap 22K.**	**-24**
2690035	O	**Front Brake Drum: 22K 16.5x6 in. cast.**	**104**
2702020	O	**Front Hubs Iron Hub Pilot 20,000 lbs. 10 Bolt** 16.5x6in. or 7in. or air disc brakes. 10 Bolt, 11-1/4 in. bolt circle. Consider Wheelguards (5850002) with aluminum wheels.	**80**
2741970	S	**ConMet PreSet Plus Hub Package; Front Axle.**	**0**
2750001	S	**Hubcap: Front Vented.**	**0**
2765001	O	**Front Auto Slack Adjuster for Drum Brakes.**	**0**
2866020	S	**Front Springs: Taperleaf 20K W/ Shock Absorbers** w/ maintenance-free elastomer spring pin bushings. Standard with rubber pins except for C500 which has threaded pins. Not available on W900L. W900B use 2866021.	**0**
2893642	S	**Dual Power Steering Gear: 16-22K TRW THP60**	**0**
2899336	S	**Power Steering Cooler:Radiator Mounted Air-to-Oil**	**0**
2900024	O	**Front Frame Raised: 1 in.**	**0**
Rear Axle & Equipment			
3144183	O	**Dual Dana Spicer D46-172HP Rear Axle rated at**	**-156**

Sales Code	Std/ Opt	Description	Weight
		46K. w/ 16mm housing and 2.06in. shaft diameter. Includes pump. Tandem rear axles.	
3200430	O	**Rear Axle Ratio - 4.30.**	**0**
3334004	O	**Dual Rear Brakes 16-1/2x7 in. to 46K;** Bendix ES-extended service S-cam.	**-40**
3392005	O	**Dual Rear Brake Drums: Cast.** For use with 16.5X7" or 16.5X8.625" brake.	**208**
3403460	O	**Dual Rear Hubs: Iron Hub Pilot 52K; 11.25" Bolt** circle. Requires "R" series outer ends.	**104**
3441972	S	**ConMet PreSet Plus Hub Package; Dual Rear Axle.**	**0**
3465002	O	**Tandem Rear Axle Automatic Slack Adjusters.** For use with drum brakes.	**0**
3485207	O	**Spring Brake: 3030 Long Stroke Dual 30 Square** inches travel. For drum brakes. Helps keep brakes in adjustment longer.	**88**
3490047	O	**Dustshields for Drum Brakes: All Rear Axles.**	**11**
3495226	O	**Bendix 4S/4M Anti-Lock Brake System.**	**0**
3495561	O	**Air Operated Parking Brake**	**0**
3500057	O	**Interaxle Driveline: 1 Dana SPL170XL** Tandem Rear Axles Only	**8**
3747460	O	**Rear suspension: Tandem Hendrickson RT463 46K.** 54 in. axle spacing. Steel beams & barpin bushing. 6 in. saddle height. Unladen Height: 11.1 in. Laden Height: 10 in.	**689**
3808131	O	**1 Steerable Pusher: Watson-Chalin 13.5K SL13**	**1,245**
3820036	O	**1 Steerable Pusher Brakes: Bendix Non-RSD 15x4** Use with 13.5Kaxle.	**0**
3820523	O	**1 Steerable Pusher Brake Drum 15x4 for Use With** 13.5K axle.	**0**
3821136	U	**1 STEERABLE PSHR HUBS IRON**	**0**
3828334	O	**Pusher or Tag: Gauge/ Switch Dash-Mounted, Gauge** LH drivers seat, regulator under driver door.	**0**
3828401	O	**Pusher: Gauge Digital Display Single Pusher 1**	**0**
3830145	O	**Delete Standard Heavy-Duty Air Springs for Rear** suspension.	**-28**
3841054	O	**1st Pusher Location: 54 in. From C/I Forward** tandem axle or single rear axle.	**0**
Tires & Wheels			
4080019	O	**Front tires: Continental HAC3 425/65R22.5 20PR** with pressure sensor included	**-6**
4280057	O	**Rear tires: Continental HDR2+ 11R22.5 14PR**	**176**

Sales Code	Std/ Opt	Description	Weight
4781186	U	**MN 275/70R22.5 X MULTI Z 18 PLY**	**0**
4900008	O	**Rear Tire Quantity: 8**	**0**
5045218	O	**Front Wheel: Alcoa 82462 22.5x12.25 aluminum,** with Lvl One [TM] High Polish finish, hub-pilot mount. 11000lb. maximum rating. 5.80 in. offset. Air disc brake compatible.	**-3**
5245306	O	**Rear Wheel: Alcoa 88067 22.5x8.25 MagnaForce** aluminum alloy, hub-pilot mount. 7400 lb maximum rating. Air disc brake compatible. High polish.	**-316**
5781510	O	**1 Steerable Pusher Wheel: 2 Alcoa 88067 22.5x8.25** MagnaForce aluminum alloy, hub-pilot mount. 7400 lb maximum rating. Air disc brake compatible. High polish.	**-51**
5859069	O	**1 Steerable: Dura-Black Both Surfaces Tag or** Pusher (Qty 2)	**0**
5900008	O	**Rear Wheel/Rim Quantity: 8**	**0**
Frame & Equipment			
6054600	O	**Frame Rails: 10-5/8 x 3-1/2 x 5/16 in. Steel to** 337 in. to 416 in. Truck frame weight is 2.91 lb.-in. per pair of rails. Section modulus is 14.80, RBM is 1,776,000 in-lbs per rail. Frame rail availability may be restricted based upon application, axle/suspension capacity, fifth wheel setting, or component/dimensional specifications. The results of the engineering review may result in a change to the requested frame rail. If a change is required Kenworth Application Engineering will advise the dealer of the appropriate material specification for a substitute rail.	**375**
6141600	O	**Full Steel Insert: for 10-5/8 in. or 10-3/4 in.** Steel 337 in. to 416 in. or 2nd insert for 11-5/8 in. steel frame. Adds 1,149,000 in-lb to main rail RBM. Truck insert weight is 2.05 lb.-in. per pair of rails. Full frame insert length is equal to wheelbase plus rear frame cutoff plus dimension forward of front axle by model. See databook addendum section 7.2.	**761**
6309910	U	**Delete bumper: Requires a bumper setting code.**	**0**
6319485	S	**48.5 in. Bumper Setting. Requires a Bumper Code.**	**0**
6391201	O	**Custom Frame Layout: One Chassis** **CFL REF CH:** 264259 **CFL A/T:** 1 AIR TANKS ABOVE PUSHER, 2 AIR TANKS IN AFTERFRAME SAME AS 264259 **CFL A/D:** SAME AS 264259 **CFL C/M:** SAME AS 264259 **CFL DEF:** LOCATE AS CLOSE AS POSSIBLE TO FUEL TANK	**0**
6401233	O	**Steel Cantilever Battery Box BOC with smooth** aluminum cover. Vocational Style.	**39**
6409902	O	**Battery Box Location: RH Side.**	**15**
6451090	S	**C5, T6, T8 diamond plate cover and black end**	**0**

Sales Code	Std/ Opt	Description	Weight
		plates with access step for right hand under DPF/SCR or CNG. For T8, use extended length non-polished battery box on opposite rail to match the length of under cab components. End plates will be painted standard black frame color.	
6679806	O	**Do Not Drive: Bumper is Deleted. Unit may be** decked. Transporter review delivery options. Requires code 6309910 or 6309912.	**0**
6679860	O	**Final End-of-Frame Cut-Off Dimension Will be** modified to 61 in. to 65 in.	**0**
6679911	O	**Component Restriction: Do Not Drive- Unit May be** decked.	**0**
6721102	S	**Rear Mudflap Arms: Betts B-25 Standard-Duty,** straight. Includes B1732 mounting brackets as standard.	**0**
6722000	S	**Rear Mudflap Shields: White Plastic Antisail W/** Kenworth logo.	**0**
6742009	S	**Square End-of-Frame W/O Crossmember; Non-Towing.**	**0**
6790003	O	**Special Frame Drill: Dealer to Provide Drawing** with dimensions and revision level. Acceptable hole diameters range from 10.2 mm to 40.4 mm. Preferred file format is .pdf. Not for use for rear suspension, fifth wheel or other published frame drilling code. Does not replace clear frame space requests or custom frame layout. ***Narr*** *CUST DRWG #504400N REVC, SAME AS 465641*	**0**
Fuel Tanks & Equip			
7210090	O	**Fuel Tank: 90 US Gal 24.5 in. Alum Under Replace**	**-4**
7722153	S	**Small Round DEF Tank, 14 Gallons.** The DEF tank will be located on the side you specified. If you have specific configuration or body builder concerns, please utilize the Custom Frame Layout option. Standard capacity is calculated by fuel capacity of the vehicle and will accommodate two diesel fill-ups for every DEF fill-up. For 1:1 DEF fuel fill ratio, add 7889204.	**0**
7831008	O	**6 in. Wide Lower Fuel Tank Step, for One 22 in.** or 24.5 in. tank LH.	**2**
7881300	O	**Welded-In Fitting W/ Gasket & Cover Plate for** mounting customer-installed fuel tank heater.	**0**
7881310	O	**Plate and Gasket Moved to Rear of Under Cab Fuel** tank. For customer installed fuel tank heaters only.	**0**
7889203	S	**DEF to Fuel Fill Ratio 2:1 or Greater.**	**0**
7889245	S	**Anti-Siphon Device in Fuel Tank Filler Neck.** For any number of fuel tanks.	**0**
7889604	S	**DEF Tank Location is LH.**	**0**
7920090	O	**Location: 90 gal fuel tank LH under cab.**	**0**
Cab & Equipment			
8025301	S	**Cab: Stamped Aluminum Cab with Panoramic Curved**	**0**

Sales Code	Std/ Opt	Description	Weight
		glass windshield. Standard with stamped aluminum doors, heavy duty in-swinging hinges, and triple sealed doors. Manufactured using self-piercing rivets and structural adhesive. Includes LED exterior marker lights and turn signals.	
8090604	O	**Hood: T880 Set-Back Medium Length. 122.6 inch** BBC W/Std Bumper.	**15**
8108011	S	**Cab HVAC - Day Cab and 40 in. Sleeper** System With Defrost, A/C, and 48,000 BTU/hr Heater. Includes automatic temperature control with one touch defrost operation and dash mounted cab temperature and solar intensity sensors. Pleated fresh air filter and cabin recirculation air filter standard. The Kenworth HVAC system is designed to provide optimal heating and cooling in all operating environments without need for additional insulation. Cab HVAC without sleeper heater AC is available with 40in sleeper.	**0**
8201047	S	**Kenworth Smartwheel: 18 in. Non-Leather With** Integrated Radio and Cruise Controls.	**0**
8201051	O	**Column Mtd Retarder Control, RH Side** Use with Manual & Allison Transmissions Only.	**0**
8201200	S	**Adjustable Telescoping Tilt Steering Column.**	**0**
8205135	O	**Information for Customer-Installed PTO Muncie** 10-bolt.	**0**
8205202	U	**PTO Wiring W/O Dash SW**	**0**
8209999	O	**Spare Power Wiring For Customer Installed Devices** Behind Dash Cluster. Includes 2 batt, 2 ign, 1 acc, 1 LVD at 20A each.	**2**
8221160	O	**Gauge: Engine Oil Temperature Gauge With Integral** warning light.	**0**
8222404	S	**Gauge: DD Virtual Gauge - Oil Temp Engine**	**0**
8222413	S	**Gauge: DD Virtual Gauge - Manifold** Pressure Boost	**0**
8222414	S	**Gauge: DD Virtual Gauge - Engine Percent** Torque	**0**
8282027	S	**Main Instrument Package: 15" Digital Display.** Includes Speedometer, Tachometer, Primary Air Pressure, Secondary Air Pressure, Fuel Level #1, DEF Level, DPF Filter Status, Fuel Economy, Oil Pressure, Coolant Temp, OAT and Voltmeter, and Air Application.	**0**
8282107	O	**Large Flat Panel on Rider Side Dash for** customer-installed controls. Reduces gauge count by 6.	**0**
8282120	O	**USB Charging Port - Dash Panel** *Requires 15" Digital Display 8282027/8282028	**0**
8300008	O	**Interior Color: Slate Gray**	**0**
8330102	S	**Interior Package: Vantage Daycab** Includes durable headliner and vinyl sidewalls with geometric patterned trim and anodized aluminum accents throughout. Convenient overhead	**0**

Sales Code	Std/ Opt	Description	Weight
		storage cubbies, full size glove box, two center console cupholders, and large door pad map pocket. Standard LH/RH power windows, electric door locks, interior LED lighting, nighttime-friendly red ambient lighting for dash and footwell, and door mounted courtesy light. Includes two standard 12V power outlets. Driver sunvisor includes strap.	
8390634	S	**Rubber Floormat**	**0**
8410278	O	**Driver Seat: GT702 HB with DuraCloth w/ Vinyl** material. The GT702 is standard with a single air bag, scissor linkage seat suspension that incorporates seat height memory, auto-leveling valves with exit air dump, and adjustable damper. It includes a dual chamber lumbar support, 10in Fore/Aft adjustment, 5in Up/Down adjustment with protection zones, 2.5in pan extension, 51 degree seat back recline, and 16 degree full seat tilt. Includes 3-point matching seat belts. DR seat standard w/ dual armrests.	**10**
8460278	O	**Rider Seat: GT702 HB with DuraCloth w/ Vinyl** material. The GT702 is standard with a single air bag, scissor linkage seat suspension that incorporates seat height memory, auto-leveling valves with exit air dump, and adjustable damper. It includes a dual chamber lumbar support, 10in Fore/Aft adjustment, 5in Up/Down adjustment with protection zones, 2.5in pan extension, 51 degree seat back recline, and 16 degree full seat tilt. Includes 3-point matching seat belts. RD seat standard w/ LH armrest.	**44**
8490181	S	**Seat Color: Black**	**0**
8601432	O	**Kenworth Radio DEA710 AM/FM/WB/USB, Bluetooth**	**0**
8698982	O	**Mid Level Audio System - Daycab: High Performance** Door and B-Pillar Speakers.	**4**
8700196	O	**Turn Signal: Self-Cancelling**	**0**
8700283	S	**LH and RH Trip Ledge Rain Deflectors**	**0**
8700601	S	**Global Telematics Unit**	**0**
8700634	O	**Provision For Ram Side Of Dash** includes 1.5 inch ball-mount and wiring pass-thru	**0**
8800372	O	**Grabhandle: LH, Exterior, Side of Cab - Ergonomic** Grab Handle Mounted To The Left Hand Exterior Of The Cab For Entry and Exit.	**3**
8800402	S	**Dual Cab Interior Grabhandles: A Pillar Mounted** Dash Wrap and B Pillar Mounted Grabhandles	**0**
8832113	S	**Kenworth Daylite Door With Standard LH/RH** electric door locks and LH/RH electric window controls.	**0**
8841411	S	**Single Air Horn Under Cab.**	**0**
8850139	S	**Look-Down, Pass. Door, Black 11x6**	**0**
8865002	S	**Aero Mirror: Dual Kenworth Aerodynamic Motorized**	**0**

Sales Code	Std/ Opt	Description	Weight
		heated mirrors, 7in X 13in with cab color mirror shell and black mirror arms. Also includes LH/RH heated 6in X 7in convex mirrors. Mirror brackets set for 8-1/2 ft load width. Mirror controls located on driver side door pad.	
8871446	S	**Rear Cab Stationary Window 19in x 36in**	**0**
8890101	S	**One-Piece Bonded-In Windshield With Curved Glass.** Standard.	**0**
8890135	S	**Exterior Stainless Steel Sunvisor.**	**19**
8890348	O	**Wheelwell Fender Extension: 4.5 inches**	**1**
8890876	S	**Kenworth Cab/Sleeper Air Suspension.**	**0**
Lights & Instruments			
9010553	S	**Headlamps: SAE Dual Halogen Complex Reflector**	**0**
9022137	S	**Marker Lights: Five Rectangular LED.**	**0**
9030016	S	**Turn Signal Lights: Flush Mounted LED. Mounted at** top of fender wheel arc.	**0**
9030052	S	**LED Stop,Turn,Tail: With Two LED** Backup Lights and With An LED License Plate.	**0**
9090000	O	**Daytime Running Lamps.**	**0**
9090039	S	**Marker Lights: Interrupter Switch.** Included in Turn Signal For All Models Except T3. The T3 Switch Is In The Dash.	**0**
9090049	S	**Omit Brake Light with Engine Brake.** Can only be selected when chassis also has engine brake. Cannot be used with options to delete engine brake.	**0**
9090115	O	**Reflectors: Two Midframe**	**0**
9090126	O	**Electric Backup Alarm: Meets SAE J994 & OSHA** requirements.	**4**
9090302	O	**Junction Box: Mounted Behind Cab or Sleeper** Not Mounted at End of Frame.	**1**
Air Equipment			
9101218	S	**Air Dryer: Bendix AD-HF Puraguard Heated**	**0**
9108001	S	**Moisture Ejection Valve W/ Pull Cable Drain.**	**0**
9140020	S	**Nylon Air Tubing in Frame & Cab, Excluding Hoses** subject to excessive heat or flexing.	**0**
9140249	O	**Locate Air Dryer Under RH Rail BOC.** This code requires the use of a custom frame layout code.	**0**
Extended Warranty			

Sales Code	Std/ Opt	Description	Weight
9200021	S	**Base Warranty - Standard Service Heavy Duty** 12 months / 100,000 miles / 160,000 km.	**0**
9212675	O	**PACCAR CONNECT RD/OTA - 5YR SUBSCRIPTION**	**0**
9220001	O	**Base Warranty: Emissions** 5YR/100K MI	**0**
Miscellaneous			
9409852	O	**GHG Secondary Manufacturer: Does Not Apply**	**0**
9490003	O	**Additional Lead Time Required for Off Highway &** /or specialty component truck.	**0**
9490206	O	**Warning Triangle Reflector Kit: Shipped Loose.** Kit consists of 3 triangles in plastic carrying case. Not floor mounted.	**4**
9491652	S	**EMUX Architecture**	**0**
Promotions			
Paint			
9700000	O	**Paint Color Number(s).** N9702 A - L0006 WHITE N9720 FRAME N0001 BLACK	**0**
9943004	O	**Bumper Unpainted**	**0**
9943048	O	**Day Cab Bulk Paint**	**0**
9943050	O	**Day Cab Standard Paint**	**0**
9944820	S	**1 - Color Paint - Day Cab** Color will be White if no other color is specified.	**0**
9965510	S	**Base Coat/ Clear Coat.** The Kenworth Color Selector contains additional instructions, as well as information on Kenworth paint guidelines and surface finish applications. Kenworth is standard with Dupont Imron Elite paint.	**0**

Sales Code	Std/ Opt	Description	Weight

Special Requirements

Special Requirement 1 0098025
Special Requirement 2
Special Requirement 3
Special Requirement 4

Fuel Efficiency Score:

Order Comments

Total Weight (lbs) 20,119

Any price increase as the result of force majeure, rising costs of components (including but not limited to material shortages) or government tariffs are not included in the quoted price and will be the financial responsibility of the customer.

Prices and Specifications Subject to Change Without Notice.

Unpublished options may require review/approval.
Dimensional and performance data for unpublished options may vary from that displayed in CRM.

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Date: Monday, October 5, 2026

To: Honorable Mayor and City Council

From: Wendy Davis, Parks and Recreation Director, Parks and Recreation Director

ACTION ITEM

Request:

Consider a request to re-authorize $486,013 Park Impact Fees for and approve a contract with Suburban Construction to serve as the City's construction manager/general contractor (CM/GC) for the construction and development of the park located at the corner of Elizabeth and Hankins Road, and authorize the Director to sign it pending satisfactory legal review.

Time Estimate:

The presentation and discussion should take about five minutes.

Background:

On September 8, 2025, Council approved the use of approximately $600,000 Park Impact Fees for the development of a park located at the corner of Elizabeth and Hankins Road. Since then, staff purchased the playground equipment and finished remediation of the site. The remaining $486,013 will need to be re-authorized for this project to be completed in the new fiscal year.

In September, council authorized staff to enter into negotiations with Suburban Construction for CM/GC services. Staff has negotiated the attached contract with Suburban Construction for this purpose. Suburban is proposing a 7% CM/GC fee for their services on this project, and a fee of $8,000 for design completion and pre-construction services. This fee is very competitive with comparable fees in the market right now. Therefore, staff recommends that the Council approve the attached contract as presented and authorize the Director to sign the contract upon satisfactory review by the City's legal team. A draft agreement and amendment is attached for your review.

Approval Process:

A simple majority vote of the Council is needed to approve this request.

Budget Impact:

In FY '26 Council awarded $600,000 for this project. Re-authorization of the remaining $486,013 will allocate Park Impact Fee Cash Reserves to be used for the completion of the project. The project will be completed as a design build and the CM/GC will design improvements to fit this budget. Once on board, Suburban Construction will prepare a guaranteed maximum price (GMP) for the project. Suburban's CM/GC fee will be 7% of the GMP amount. We will bring the GMP amount to the Council for review and approval at a future meeting.

Regulatory Impact:

Approval of this request will allow staff to execute the contract upon satisfactory review by legal, and allow Suburban Construction to begin working with the project architect to finalize construction plans for the project, create the bid documents and generate a guaranteed maximum price for the project.

History:

N/A

Analysis:

N/A

Conclusion:

Staff recommends that the Council re-authorize the funds for the project and approve the contract with Suburban Construction to serve as the City's CM/GC for the construction of the Vista Bonita Park expansion.

Attachments:

1. Amendment_No1_A133_DesignCompletion 9.14.2026
2. A133-2019 - Working Draft - 002 9.18.2026

AMENDMENT NO. 1

TO AIA DOCUMENT A133™–2019

Standard Form of Agreement Between Owner and Construction Manager as Constructor — Guaranteed Maximum Price

---

Project: Elizabeth Park — City of Twin Falls, Idaho (approx. 4 acres)

Owner: City of Twin Falls, Idaho ("Owner")

Construction Manager: Suburban Construction Management LLC ("Construction Manager")

Agreement: AIA Document A133–2019 between Owner and Construction Manager dated September 14, 2026 (the "Agreement")

Effective Date of this Amendment: September 14, 2026

RECITALS

A. The Owner and the Construction Manager entered into the Agreement for preconstruction and construction management services for the Project on a negotiated CM/GC basis.

B. The Owner has caused to be prepared certain preliminary and conceptual design documents for the Project (the "Owner's Design Documents"), identified in Exhibit A to this Amendment.

C. The Owner desires that the Construction Manager complete the design of the Project, and the Construction Manager is willing to provide such design completion services through an architect licensed in the State of Idaho and employed by the Construction Manager, upon the terms set forth in this Amendment.

D. The Owner has been advised of, and knowingly consents to, the Construction Manager performing both design completion and construction functions for the Project.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Owner and the Construction Manager agree that the Agreement is amended as follows:

ARTICLE 1 — DESIGN COMPLETION SERVICES

The following new Section 3.X is added to Article 3 of the Agreement:

§ 3.X.1 The Owner has caused to be prepared the Owner's Design Documents identified in Exhibit A to this Amendment. The Construction Manager shall provide the professional design services necessary to advance the Owner's Design Documents to completion, including construction documents sufficient for permitting and construction of the Work ("Design Completion Services").

§ 3.X.2 Design Completion Services shall be performed by or under the responsible charge of an architect licensed in the State of Idaho and employed by the Construction Manager, and all documents requiring a professional seal shall be sealed by the licensed professional in responsible charge of the applicable discipline. The Construction Manager represents that it is duly authorized under Idaho law, including any

Certificate of Authorization required by the Idaho Board of Licensure, to provide professional design services.

§ 3.X.2.1 The Construction Manager may retain independent design consultants licensed in the State of Idaho for disciplines outside the scope of its in-house architect, including without limitation civil, electrical, structural, mechanical, and irrigation engineering, and landscape architecture ("Design Subconsultants"). Design Subconsultants shall be identified to the Owner in writing prior to commencing services, and each shall seal the documents within its discipline. The Construction Manager shall remain responsible to the Owner for the coordination of all Design Completion Services, whether performed in-house or by Design Subconsultants.

§ 3.X.2.2 The Construction Manager shall require each Design Subconsultant to maintain professional liability insurance appropriate to its discipline with limits of not less than $1,000,000 per claim and $1,000,000 in the aggregate, and shall provide certificates of such insurance to the Owner upon request.

§ 3.X.2.3 The Owner and the Construction Manager acknowledge that, as of the Effective Date, the disciplines, scopes, and requirements for Design Subconsultants have not been fully determined, and that additional consultant requirements may be identified as the Owner's Design Documents are advanced, as agency and utility review comments are received (including without limitation City of Twin Falls, Idaho Power, and health district requirements), and as site conditions are further investigated. The identification of an additional required discipline shall not constitute a change in the Construction Manager's scope of services, and the associated Design Subconsultant costs shall be handled as provided in Section 3.X.6.1. Neither party shall unreasonably withhold approval of a Design Subconsultant reasonably required to complete the design.

§ 3.X.3 The standard of care for Design Completion Services shall be the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. Nothing in the Agreement or this Amendment shall be construed as a warranty or guarantee of the design.

§ 3.X.4 The Construction Manager shall review the Owner's Design Documents for completeness and constructability, but shall not be responsible for errors, omissions, or inconsistencies in the Owner's Design Documents existing prior to the commencement of Design Completion Services, except to the extent such deficiencies were actually known to the Construction Manager and not reported to the Owner. The condition and stated level of completion of the Owner's Design Documents as received by the Construction Manager are documented in the transmittal log included in Exhibit A.

§ 3.X.5 The Construction Manager shall maintain professional liability insurance covering the Design Completion Services with limits of not less than $1,000,000 per claim and $1,000,000 in the aggregate, and shall provide certificates of such insurance to the Owner prior to commencing Design Completion Services. Such coverage shall be maintained for not less than one (1) year following Substantial Completion of the Work.

§ 3.X.6 Compensation for Design Completion Services performed by the Construction Manager's in-house architect shall be a separate lump sum of $6,500.00, and shall not be subject to the Construction Manager's Fee under Section 6.1 of the Agreement, nor included in the Cost of the Work.

§ 3.X.6.1 The cost of Design Subconsultants is NOT included in the compensation set forth in Section 3.X.6. Design Subconsultant costs shall be reimbursed by the Owner at [☐ actual invoiced cost without markup] [☐ actual invoiced cost plus an administrative markup of _____%], upon presentation of the Design Subconsultant's invoices. Prior to engaging any Design Subconsultant, the Construction Manager shall submit the proposed scope and fee to the Owner for written approval, and shall not exceed the approved fee without further written approval. Design Subconsultant costs shall not be subject to the Construction Manager's Fee, the Payment and Performance Bond premium calculation, or inclusion in the Cost of the Work.

§ 3.X.7 Instruments of Service produced under this Section shall be governed by Article 10 of the Agreement, and upon payment therefor the Owner shall receive a nonexclusive license consistent with that Article.

§ 3.X.8 The performance of Design Completion Services shall not alter the Construction Manager's obligations or the Owner's rights with respect to the construction of the Work under the Agreement, and no conflict of interest shall be asserted solely by reason of the Construction Manager performing both design and construction functions, the Owner having knowingly consented to such arrangement.

ARTICLE 2 — ADMINISTRATION OF THE CONTRACT

§ 2.1 The Owner and the Construction Manager acknowledge that, upon the Construction Manager assuming the role of Architect for design completion, the certification, evaluation, and decision-making functions assigned to the Architect under AIA Document A201–2017, General Conditions of the Contract for Construction, including without limitation certification of Applications for Payment, initial decisions on Claims, and determinations regarding rejection of nonconforming Work, shall be performed by [☐ an independent Owner's Representative designated in writing by the Owner] [☐ the Owner directly] and not by the Construction Manager or its employed architect. The A201 General Conditions are amended accordingly, and the parties shall execute such conforming amendments as may be required.

ARTICLE 3 — GENERAL PROVISIONS

§ 3.1 Capitalized terms used but not defined in this Amendment have the meanings given in the Agreement.

§ 3.2 Except as expressly modified by this Amendment, all terms and conditions of the Agreement remain unchanged and in full force and effect. In the event of a conflict between this Amendment and the Agreement, this Amendment controls with respect to its subject matter.

§ 3.3 This Amendment may be executed in counterparts, each of which shall be deemed an original, and electronic signatures shall be effective as originals.

IN WITNESS WHEREOF, the parties have executed this Amendment No. 1 as of the Effective Date set forth above.

OWNER:	**CONSTRUCTION MANAGER:**
CITY OF TWIN FALLS, IDAHO	**SUBURBAN CONSTRUCTION MANAGEMENT LLC**

By: _____

Name: _____	By: _____
Title: _____	Name: _____
Date: _____	Title: _____
	Date: _____

EXHIBIT A

OWNER'S DESIGN DOCUMENTS AND TRANSMITTAL LOG

The following documents constitute the Owner's Design Documents referenced in Section 3.X of the Agreement, as received by the Construction Manager on the dates and in the condition noted below:

No.	Document / Sheet Title	Prepared By	Date Received	Stated Level of Completion
1	Conceptual Site Plan — Sheet 1 of 3	Chance Munns	_____	Conceptual
2	Conceptual Site Plan — Sheet 2 of 3	Chance Munns	_____	Conceptual
3	Conceptual Site Plan — Sheet 3 of 3	Chance Munns	_____	Conceptual
4				
5				

Notes:

1. The Owner's Design Documents are conceptual in nature and are provided for design intent only. The Construction Manager's responsibility for the content of the Owner's Design Documents is limited as set forth in Section 3.X.4 of the Agreement.

2. Any additional documents furnished by or on behalf of the Owner after the Effective Date of this Amendment shall be added to this Exhibit by written transmittal acknowledged by both parties.

DRAFT

AIA® Document A133® – 2019

Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price

AGREEMENT made as of the 14rd day of September in the year 2026
(In words, indicate day, month, and year.)

BETWEEN the Owner:
(Name, legal status, address, and other information)

«City of Twin Falls,»«D Corporation»
«136 Maxwell Avenue »
«Twin Falls, Idaho 83301»
«Phone Number: (208) 736-2265»

and the Construction Manager:
(Name, legal status, address, and other information)

«Suburban Construction Management, "Limited Liability Company»
«1724 Brookfield Court»
«Twin Falls, Idaho 83301»
«Phone Number: (208) 490-7595»

for the following Project:
(Name, location, and detailed description)

«Elizabeth Park Project»
«City of Twin Falls »
«Twin Falls, Idaho 83301»

The Architect:
(Name, legal status, address, and other information)

«Suburban Construction Management, "Limited Liability Company»
«1724 Brookfield Court»
«Twin Falls, Idaho 83301»
«Phone Number: (208) 490-7595»

The Owner and Construction Manager agree as follows.

ADDITIONS AND DELETIONS: The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

AIA Document A201™–2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

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ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1.

§ 1.1.1 The Owner's program for the Project, as described in Section 4.1.1:

« N/A »

§ 1.1.2 The Project's physical characteristics:

«**RPT15800010010.** City of Twin Falls, Idaho, Twin Falls Eastern Sun, Subdivision No. 2, Lot 1 Block 1, (13-10-17 Nw), (63-602A) consisting of 4.0 acres.»

§ 1.1.3 The Owner's budget for the Guaranteed Maximum Price, as defined in Article 6:

«Estimated Budget for the Guaranteed Maximum Price for Construction is TBD and will be added via GMP Amendment»

§ 1.1.4 The Owner's anticipated design and construction milestone dates:

.1 Design phase milestone dates, if any:

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.2 Construction commencement date:

TBD After design and approval is complete

.3 Substantial Completion date or dates:

«July 2027 or otherwise determined»

.4 Other milestone dates:

§ 1.1.5 The Owner's requirements for accelerated or fast-track scheduling, or phased construction, are set forth below:
(Identify any requirements for fast-track scheduling or phased construction.)

«N/A»

§ 1.1.6 The Owner's anticipated Sustainable Objective for the Project:
(Identify and describe the Owner's Sustainable Objective for the Project, if any.)

«N/A»

§ 1.1.6.1 If the Owner identifies a Sustainable Objective, the Owner and Construction Manager shall complete and incorporate AIA Document E234™–2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, into this Agreement to define the terms, conditions and services related to the Owner's Sustainable Objective. If E234–2019 is incorporated into this agreement, the Owner and Construction Manager shall incorporate the completed E234–2019 into the agreements with the consultants and contractors performing services or Work in any way associated with the Sustainable Objective.

§ 1.1.7 Other Project information:
(Identify special characteristics or needs of the Project not provided elsewhere.)

«Landscaping and Irrigation shall be Owner Furnished, Owner Installed and Coordinated with the Contractor.»

§ 1.1.8 The Owner identifies the following representative in accordance with Section 4.2:
(List name, address, and other contact information.)

«Representative's Name (Wendy Davis, Parks and Recreation Director»
«136 Maxwell Avenue»
«Twin Falls, Idaho 83301»
«Telephone Number: (208) 736-2265»
«Mobile Number: (208) 490-0665»
«E-Mail Address: wdavis@tfid.org»

§ 1.1.9 The persons or entities, in addition to the Owner's representative, who are required to review the Construction Manager's submittals to the Owner are as follows:
(List name, address and other contact information.)

TBD

§ 1.1.10 The Owner shall retain the following consultants and contractors:
(List name, legal status, address, and other contact information.)

.1 Geotechnical Engineer:

«To Be Determined»« »
« »

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« »
« »
« »

.2 Civil Engineer:

«»« »
«»
«»
»
»

.3 Other, if any:
(List any other consultants retained by the Owner, such as a Project or Program Manager.)

«N/A»

§ 1.1.11 The Architect's representative:
(List name, address, and other contact information.)

«Andrew DiPietro
«Suburban Construction Management»
«1724 Brookfield Court»
«Twin Falls, Idaho 83301»
«Mobile Number: (208) 490-7595»
«E-Mail Address: andrew@suburbancm.com»
«»

§ 1.1.12 The Construction Manager identifies the following representative in accordance with Article 3:
(List name, address, and other contact information.)

«Andrew DiPietro
«Suburban Construction Management»
«1724 Brookfield Court»
«Twin Falls, Idaho 83301»
«Mobile Number: (208) 490-7595»
«E-Mail Address: andrew@suburbancm.com»
«»

§ 1.1.13 The Owner's requirements for the Construction Manager's staffing plan for Preconstruction Services, as required under Section 3.1.9:
(List any Owner-specific requirements to be included in the staffing plan.)

«N/A»

§ 1.1.14 The Owner's requirements for subcontractor procurement for the performance of the Work:
(List any Owner-specific requirements for subcontractor procurement.)

«The Project shall bid to all subcontractors as required by: The State of Idaho and the City of Twin Falls, Idaho»

§ 1.1.15 Other Initial Information on which this Agreement is based:

«N/A»

§ 1.2 The Owner and Construction Manager may rely on the Initial Information. Both parties, however, recognize that such information may materially change and, in that event, the Owner and the Construction Manager shall appropriately adjust the Project schedule, the Construction Manager's services, and the Construction Manager's compensation. The

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Owner shall adjust the Owner's budget for the Guaranteed Maximum Price and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

§ 1.3 Neither the Owner's nor the Construction Manager's representative shall be changed without ten days' prior notice to the other party.

ARTICLE 2 GENERAL PROVISIONS

§ 2.1 The Contract Documents

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract and are as fully a part of the Contract as if attached to this Agreement or repeated herein. Upon the Owner's acceptance of the Construction Manager's Guaranteed Maximum Price proposal, the Contract Documents will also include the documents described in Section 3.2.3 and identified in the Guaranteed Maximum Price Amendment and revisions prepared by the Architect and furnished by the Owner as described in Section 3.2.8. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. If anything in the other Contract Documents, other than a Modification, is inconsistent with this Agreement, this Agreement shall govern. An enumeration of the Contract Documents, other than a Modification, appears in Article 15.

§ 2.2 Relationship of the Parties

The Construction Manager accepts the relationship of trust and confidence established by this Agreement and covenants with the Owner to cooperate with the Architect and exercise the Construction Manager's skill and judgment in furthering the interests of the Owner to furnish efficient construction administration, management services, and supervision; to furnish at all times an adequate supply of workers and materials; and to perform the Work in an expeditious and economical manner consistent with the Owner's interests. The Owner agrees to furnish or approve, in a timely manner, information required by the Construction Manager and to make payments to the Construction Manager in accordance with the requirements of the Contract Documents.

§ 2.3 General Conditions

§ 2.3.1 For the Preconstruction Phase, AIA Document A201™–2017, General Conditions of the Contract for Construction, shall apply as follows: Section 1.5, Ownership and Use of Documents; Section 1.7, Digital Data Use and Transmission; Section 1.8, Building Information Model Use and Reliance; Section 2.2.4, Confidential Information; Section 3.12.10, Professional Services; Section 10.3, Hazardous Materials; Section 13.1, Governing Law. The term "Contractor" as used in A201–2017 shall mean the Construction Manager.

§ 2.3.2 For the Construction Phase, the general conditions of the contract shall be as set forth in A201–2017, which document is incorporated herein by reference. The term "Contractor" as used in A201–2017 shall mean the Construction Manager.

ARTICLE 3 CONSTRUCTION MANAGER'S RESPONSIBILITIES

The Construction Manager's Preconstruction Phase responsibilities are set forth in Sections 3.1 and 3.2, and in the applicable provisions of A201-2017 referenced in Section 2.3.1. The Construction Manager's Construction Phase responsibilities are set forth in Section 3.3. The Owner and Construction Manager may agree, in consultation with the Architect, for the Construction Phase to commence prior to completion of the Preconstruction Phase, in which case, both phases will proceed concurrently. The Construction Manager shall identify a representative authorized to act on behalf of the Construction Manager with respect to the Project.

§ 3.1 Preconstruction Phase

§ 3.1.1 Extent of Responsibility

The Construction Manager shall exercise reasonable care in performing its Preconstruction Services. The Owner and Architect shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of services and information furnished by the Construction Manager. The Construction Manager, however, does not warrant or guarantee estimates and schedules except as may be included as part of the Guaranteed Maximum Price. The Construction Manager is not required to ascertain that the Drawings and Specifications are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Construction Manager shall promptly report to the Architect and Owner any nonconformity discovered by or made known to the Construction Manager as a request for information in such form as the Architect may require.

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§ 3.1.2 The Construction Manager shall provide a preliminary evaluation of the Owner's program, schedule and construction budget requirements, each in terms of the other.

§ 3.1.3 Consultation

§ 3.1.3.1 The Construction Manager shall schedule and conduct meetings with the Architect and Owner to discuss such matters as procedures, progress, coordination, and scheduling of the Work.

§ 3.1.3.2 The Construction Manager shall advise the Owner and Architect on proposed site use and improvements, selection of materials, building systems, and equipment. The Construction Manager shall also provide recommendations to the Owner and Architect, consistent with the Project requirements, on constructability; availability of materials and labor; time requirements for procurement, installation and construction; prefabrication; and factors related to construction cost including, but not limited to, costs of alternative designs or materials, preliminary budgets, life-cycle data, and possible cost reductions. The Construction Manager shall consult with the Architect regarding professional services to be provided by the Construction Manager during the Construction Phase.

§ 3.1.3.3 The Construction Manager shall assist the Owner and Architect in establishing written protocols for the development, use, transmission, reliance, and exchange of digital data, including building information models for the Project.

§ 3.1.4 Project Schedule

When Project requirements in Section 4.1.1 have been sufficiently identified, the Construction Manager shall prepare and periodically update a Project schedule for the Architect's review and the Owner's acceptance. The Construction Manager shall obtain the Architect's approval for the portion of the Project schedule relating to the performance of the Architect's services. The Project schedule shall coordinate and integrate the Construction Manager's services, the Architect's services, other Owner consultants' services, and the Owner's responsibilities; and identify items that affect the Project's timely completion. The updated Project schedule shall include the following: submission of the Guaranteed Maximum Price proposal; components of the Work; times of commencement and completion required of each Subcontractor; ordering and delivery of products, including those that must be ordered in advance of construction; and the occupancy requirements of the Owner.

§ 3.1.5 Phased Construction

The Construction Manager, in consultation with the Architect, shall provide recommendations with regard to accelerated or fast-track scheduling, procurement, and sequencing for phased construction. The Construction Manager shall take into consideration cost reductions, cost information, constructability, provisions for temporary facilities, and procurement and construction scheduling issues.

§ 3.1.6 Cost Estimates

§ 3.1.6.1 Based on the preliminary design and other design criteria prepared by the Architect, the Construction Manager shall prepare, for the Architect's review and the Owner's approval, preliminary estimates of the Cost of the Work or the cost of program requirements using area, volume, or similar conceptual estimating techniques. If the Architect or Construction Manager suggests alternative materials and systems, the Construction Manager shall provide cost evaluations of those alternative materials and systems.

§ 3.1.6.2 As the Architect progresses with the preparation of the Schematic Design, Design Development and Construction Documents, the Construction Manager shall prepare and update, at appropriate intervals agreed to by the Owner, Construction Manager and Architect, an estimate of the Cost of the Work with increasing detail and refinement. The Construction Manager shall include in the estimate those costs to allow for the further development of the design, price escalation, and market conditions, until such time as the Owner and Construction Manager agree on a Guaranteed Maximum Price for the Work. The estimate shall be provided for the Architect's review and the Owner's approval. The Construction Manager shall inform the Owner and Architect in the event that the estimate of the Cost of the Work exceeds the latest approved Project budget, and make recommendations for corrective action.

§ 3.1.6.3 If the Architect is providing cost estimating services as a Supplemental Service, and a discrepancy exists between the Construction Manager's cost estimates and the Architect's cost estimates, the Construction Manager and the Architect shall work together to reconcile the cost estimates.

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§ 3.1.7 As the Architect progresses with the preparation of the Schematic Design, Design Development and Construction Documents, the Construction Manager shall consult with the Owner and Architect and make recommendations regarding constructability and schedules, for the Architect's review and the Owner's approval.

§ 3.1.8 The Construction Manager shall provide recommendations and information to the Owner and Architect regarding equipment, materials, services, and temporary Project facilities.

§ 3.1.9 The Construction Manager shall provide a staffing plan for Preconstruction Phase services for the Owner's review and approval.

§ 3.1.10 If the Owner identified a Sustainable Objective in Article 1, the Construction Manager shall fulfill its Preconstruction Phase responsibilities as required in AIA Document E234™–2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, attached to this Agreement.

§ 3.1.11 Subcontractors and Suppliers

§ 3.1.11.1 If the Owner has provided requirements for subcontractor procurement in section 1.1.14, the Construction Manager shall provide a subcontracting plan, addressing the Owner's requirements, for the Owner's review and approval.

§ 3.1.11.2 The Construction Manager shall develop bidders' interest in the Project.

§ 3.1.11.3 The processes described in Article 9 shall apply if bid packages will be issued during the Preconstruction Phase.

§ 3.1.12 Procurement

The Construction Manager shall prepare, for the Architect's review and the Owner's acceptance, a procurement schedule for items that must be ordered in advance of construction. The Construction Manager shall expedite and coordinate the ordering and delivery of materials that must be ordered in advance of construction. If the Owner agrees to procure any items prior to the establishment of the Guaranteed Maximum Price, the Owner shall procure the items on terms and conditions acceptable to the Construction Manager. Upon the establishment of the Guaranteed Maximum Price, the Owner shall assign all contracts for these items to the Construction Manager and the Construction Manager shall thereafter accept responsibility for them.

§ 3.1.13 Compliance with Laws

The Construction Manager shall comply with applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to its performance under this Contract, and with equal employment opportunity programs, and other programs as may be required by governmental and quasi-governmental authorities.

§ 3.1.14 Other Preconstruction Services

Insert a description of any other Preconstruction Phase services to be provided by the Construction Manager, or reference an exhibit attached to this document.

(Describe any other Preconstruction Phase services, such as providing cash flow projections, development of a project information management system, early selection or procurement of subcontractors, etc.)

«N/A»

§ 3.2 Guaranteed Maximum Price Proposal

§ 3.2.1 At a time to be mutually agreed upon by the Owner and the Construction Manager, the Construction Manager shall prepare a Guaranteed Maximum Price proposal for the Owner's and Architect's review, and the Owner's acceptance. The Guaranteed Maximum Price in the proposal shall be the sum of the Construction Manager's estimate of the Cost of the Work, the Construction Manager's contingency described in Section 3.2.4, and the Construction Manager's Fee described in Section 6.1.2.

§ 3.2.2 To the extent that the Contract Documents are anticipated to require further development, the Guaranteed Maximum Price includes the costs attributable to such further development consistent with the Contract Documents and reasonably inferable therefrom. Such further development does not include changes in scope, systems, kinds and quality of materials, finishes, or equipment, all of which, if required, shall be incorporated by Change Order.

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§ 3.2.3 The Construction Manager shall include with the Guaranteed Maximum Price proposal a written statement of its basis, which shall include the following:

.1 A list of the Drawings and Specifications, including all Addenda thereto, and the Conditions of the Contract;

.2 A list of the clarifications and assumptions made by the Construction Manager in the preparation of the Guaranteed Maximum Price proposal, including assumptions under Section 3.2.2;

.3 A statement of the proposed Guaranteed Maximum Price, including a statement of the estimated Cost of the Work organized by trade categories or systems, including allowances; the Construction Manager's contingency set forth in Section 3.2.4; and the Construction Manager's Fee;

.4 The anticipated date of Substantial Completion upon which the proposed Guaranteed Maximum Price is based; and

.5 A date by which the Owner must accept the Guaranteed Maximum Price.

§ 3.2.4 In preparing the Construction Manager's Guaranteed Maximum Price proposal, the Construction Manager shall include a contingency for the Construction Manager's exclusive use to cover those costs that are included in the Guaranteed Maximum Price but not otherwise allocated to another line item or included in a Change Order.

§ 3.2.5 The Construction Manager shall meet with the Owner and Architect to review the Guaranteed Maximum Price proposal. In the event that the Owner or Architect discover any inconsistencies or inaccuracies in the information presented, they shall promptly notify the Construction Manager, who shall make appropriate adjustments to the Guaranteed Maximum Price proposal, its basis, or both.

§ 3.2.6 If the Owner notifies the Construction Manager that the Owner has accepted the Guaranteed Maximum Price proposal in writing before the date specified in the Guaranteed Maximum Price proposal, the Guaranteed Maximum Price proposal shall be deemed effective without further acceptance from the Construction Manager. Following acceptance of a Guaranteed Maximum Price, the Owner and Construction Manager shall execute the Guaranteed Maximum Price Amendment amending this Agreement, a copy of which the Owner shall provide to the Architect. The Guaranteed Maximum Price Amendment shall set forth the agreed upon Guaranteed Maximum Price with the information and assumptions upon which it is based.

§ 3.2.7 The Construction Manager shall not incur any cost to be reimbursed as part of the Cost of the Work prior to the execution of the Guaranteed Maximum Price Amendment, unless the Owner provides prior written authorization for such costs.

§ 3.2.8 The Owner shall authorize preparation of revisions to the Contract Documents that incorporate the agreed-upon assumptions and clarifications contained in the Guaranteed Maximum Price Amendment. The Owner shall promptly furnish such revised Contract Documents to the Construction Manager. The Construction Manager shall notify the Owner and Architect of any inconsistencies between the agreed-upon assumptions and clarifications contained in the Guaranteed Maximum Price Amendment and the revised Contract Documents.

§ 3.2.9 The Construction Manager shall include in the Guaranteed Maximum Price all sales, consumer, use and similar taxes for the Work provided by the Construction Manager that are legally enacted, whether or not yet effective, at the time the Guaranteed Maximum Price Amendment is executed.

§ 3.3 Construction Phase

§ 3.3.1 General

§ 3.3.1.1 For purposes of Section 8.1.2 of A201–2017, the date of commencement of the Work shall mean the date of commencement of the Construction Phase.

§ 3.3.1.2 The Construction Phase shall commence upon the Owner's execution of the Guaranteed Maximum Price Amendment or, prior to acceptance of the Guaranteed Maximum Price proposal, by written agreement of the parties. The written agreement shall set forth a description of the Work to be performed by the Construction Manager, and any insurance and bond requirements for Work performed prior to execution of the Guaranteed Maximum Price Amendment.

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§ 3.3.2 Administration

§ 3.3.2.1 The Construction Manager shall schedule and conduct meetings to discuss such matters as procedures, progress, coordination, scheduling, and status of the Work. The Construction Manager shall prepare and promptly distribute minutes of the meetings to the Owner and Architect.

§ 3.3.2.2 Upon the execution of the Guaranteed Maximum Price Amendment, the Construction Manager shall prepare and submit to the Owner and Architect a construction schedule for the Work and a submittal schedule in accordance with Section 3.10 of A201–2017.

§ 3.3.2.3 Monthly Report

The Construction Manager shall record the progress of the Project. On a monthly basis, or otherwise as agreed to by the Owner, the Construction Manager shall submit written progress reports to the Owner and Architect, showing percentages of completion and other information required by the Owner.

§ 3.3.2.4 Daily Logs

The Construction Manager shall keep, and make available to the Owner and Architect, a daily log containing a record for each day of weather, portions of the Work in progress, number of workers on site, identification of equipment on site, problems that might affect progress of the work, accidents, injuries, and other information required by the Owner.

§ 3.3.2.5 Cost Control

The Construction Manager shall develop a system of cost control for the Work, including regular monitoring of actual costs for activities in progress and estimates for uncompleted tasks and proposed changes. The Construction Manager shall identify variances between actual and estimated costs and report the variances to the Owner and Architect, and shall provide this information in its monthly reports to the Owner and Architect, in accordance with Section 3.3.2.3 above.

ARTICLE 4 OWNER'S RESPONSIBILITIES

§ 4.1 Information and Services Required of the Owner

§ 4.1.1 The Owner shall provide information with reasonable promptness, regarding requirements for and limitations on the Project, including a written program which shall set forth the Owner's objectives, constraints, and criteria, including schedule, space requirements and relationships, flexibility and expandability, special equipment, systems, sustainability and site requirements.

§ 4.1.2 Prior to the execution of the Guaranteed Maximum Price Amendment, the Construction Manager may request in writing that the Owner provide reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract. After execution of the Guaranteed Maximum Price Amendment, the Construction Manager may request such information as set forth in A201-2017 Section 2.2.

§ 4.1.3 The Owner shall establish and periodically update the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Article 7, (2) the Owner's other costs, and (3) reasonable contingencies related to all of these costs. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Construction Manager and Architect. The Owner and the Architect, in consultation with the Construction Manager, shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 4.1.4 Structural and Environmental Tests, Surveys and Reports. During the Preconstruction Phase, the Owner shall furnish the following information or services with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Construction Manager's performance of the Work with reasonable promptness after receiving the Construction Manager's written request for such information or services. The Construction Manager shall be entitled to rely on the accuracy of information and services furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work.

§ 4.1.4.1 The Owner shall furnish tests, inspections, and reports, required by law and as otherwise agreed to by the parties, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 4.1.4.2 The Owner shall furnish surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as

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applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and other necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 4.1.4.3 The Owner, when such services are requested, shall furnish services of geotechnical engineers, which may include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 4.1.5 During the Construction Phase, the Owner shall furnish information or services required of the Owner by the Contract Documents with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Construction Manager's performance of the Work with reasonable promptness after receiving the Construction Manager's written request for such information or services.

§ 4.1.6 If the Owner identified a Sustainable Objective in Article 1, the Owner shall fulfill its responsibilities as required in AIA Document E234™–2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, attached to this Agreement.

§ 4.2 Owner's Designated Representative

The Owner shall identify a representative authorized to act on behalf of the Owner with respect to the Project. The Owner's representative shall render decisions promptly and furnish information expeditiously, so as to avoid unreasonable delay in the services or Work of the Construction Manager. Except as otherwise provided in Section 4.2.1 of A201–2017, the Architect does not have such authority. The term "Owner" means the Owner or the Owner's authorized representative.

§ 4.2.1 Legal Requirements. The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 4.3 Architect

The Owner shall retain an Architect to provide services, duties and responsibilities as described in AIA Document B133™–2019, Standard Form of Agreement Between Owner and Architect, Construction Manager as Constructor Edition, including any additional services requested by the Construction Manager that are necessary for the Preconstruction and Construction Phase services under this Agreement. The Owner shall provide the Construction Manager with a copy of the scope of services in the executed agreement between the Owner and the Architect, and any further modifications to the Architect's scope of services in the agreement.

ARTICLE 5 COMPENSATION AND PAYMENTS FOR PRECONSTRUCTION PHASE SERVICES

§ 5.1 Compensation

§ 5.1.1 For the Construction Manager's Preconstruction Phase services described in Sections 3.1 and 3.2, the Owner shall compensate the Construction Manager as follows:
(Insert amount of, or basis for, compensation and include a list of reimbursable cost items, as applicable.)

« Two Thousand Five Hundred Dollars and no/100 ($2,500.00)

Additional Design Completrion services of $6,500 are included in amendment »

§ 5.1.2 The hourly billing rates for Preconstruction Phase services of the Construction Manager and the Construction Manager's Consultants and Subcontractors, if any, are set forth below.
(If applicable, attach an exhibit of hourly billing rates or insert them below.)

«N/A»

Individual or Position	Rate
N/A	N/A

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§ 5.1.2.1 Hourly billing rates for Preconstruction Phase services include all costs to be paid or incurred by the Construction Manager, as required by law or collective bargaining agreements, for taxes, insurance, contributions, assessments and benefits and, for personnel not covered by collective bargaining agreements, customary benefits such as sick leave, medical and health benefits, holidays, vacations and pensions, and shall remain unchanged unless the parties execute a Modification.

§ 5.1.3 If the Preconstruction Phase services covered by this Agreement have not been completed within «(Three)» («(3)») months of the date of this Agreement, through no fault of the Construction Manager, the Construction Manager's compensation for Preconstruction Phase services shall be equitably adjusted.

§ 5.2 Payments

§ 5.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed.

§ 5.2.2 Payments are due and payable upon presentation of the Construction Manager's invoice. Amounts unpaid «forty-five» («45») days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Construction Manager.
(Insert rate of monthly or annual interest agreed upon.)

«5» % «60»

ARTICLE 6 COMPENSATION FOR CONSTRUCTION PHASE SERVICES

§ 6.1 Contract Sum

§ 6.1.1 The Owner shall pay the Construction Manager the Contract Sum in current funds for the Construction Manager's performance of the Contract after execution of the Guaranteed Maximum Price Amendment. The Contract Sum is the Cost of the Work as defined in Article 7 plus the Construction Manager's Fee.

§ 6.1.2 The Construction Manager's Fee:
(State a lump sum, percentage of Cost of the Work or other provision for determining the Construction Manager's Fee.)

«Seven Percent (7%) of the subcontracts and purchase orders for the project. The amount will be based on base-bid subcontracts and any change orders to those subcontractors»

§ 6.1.3 The method of adjustment of the Construction Manager's Fee for changes in the Work:

«An Amendment via Change Order»

§ 6.1.4 Limitations, if any, on a Subcontractor's overhead and profit for increases in the cost of its portion of the Work:

«Five Percent (5%) for Overhead and Ten Percent (10%) for Profit»

§ 6.1.5 Rental rates for Construction Manager-owned equipment shall not exceed «Eighty-Five» percent («85» %) of the standard rental rate paid at the place of the Project.

§ 6.1.6 Liquidated damages, if any:
(Insert terms and conditions for liquidated damages, if any.)

«To be determined within the GMP Amendment»

§ 6.1.7 Other:
(Insert provisions for bonus, cost savings or other incentives, if any, that might result in a change to the Contract Sum.)

«N/A»

§ 6.2 Guaranteed Maximum Price

The Construction Manager guarantees that the Contract Sum shall not exceed the Guaranteed Maximum Price set forth in the Guaranteed Maximum Price Amendment, subject to additions and deductions by Change Order as provided in the

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Contract Documents. Costs which would cause the Guaranteed Maximum Price to be exceeded shall be paid by the Construction Manager without reimbursement by the Owner.

§ 6.3 Changes in the Work

§ 6.3.1 The Owner may, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions. The Owner shall issue such changes in writing. The Construction Manager may be entitled to an equitable adjustment in the Contract Time as a result of changes in the Work.

§ 6.3.1.1 The Architect may order minor changes in the Work as provided in Article 7 of AIA Document A201–2017, General Conditions of the Contract for Construction.

§ 6.3.2 Adjustments to the Guaranteed Maximum Price on account of changes in the Work subsequent to the execution of the Guaranteed Maximum Price Amendment may be determined by any of the methods listed in Article 7 of AIA Document A201–2017, General Conditions of the Contract for Construction.

§ 6.3.3 Adjustments to subcontracts awarded on the basis of a stipulated sum shall be determined in accordance with Article 7 of A201–2017, as they refer to "cost" and "fee," and not by Articles 6 and 7 of this Agreement. Adjustments to subcontracts awarded with the Owner's prior written consent on the basis of cost plus a fee shall be calculated in accordance with the terms of those subcontracts.

§ 6.3.4 In calculating adjustments to the Guaranteed Maximum Price, the terms "cost" and "costs" as used in Article 7 of AIA Document A201–2017 shall mean the Cost of the Work as defined in Article 7 of this Agreement and the term "fee" shall mean the Construction Manager's Fee as defined in Section 6.1.2 of this Agreement.

§ 6.3.5 If no specific provision is made in Section 6.1.3 for adjustment of the Construction Manager's Fee in the case of changes in the Work, or if the extent of such changes is such, in the aggregate, that application of the adjustment provisions of Section 6.1.3 will cause substantial inequity to the Owner or Construction Manager, the Construction Manager's Fee shall be equitably adjusted on the same basis that was used to establish the Fee for the original Work, and the Guaranteed Maximum Price shall be adjusted accordingly.

ARTICLE 7 COST OF THE WORK FOR CONSTRUCTION PHASE

§ 7.1 Costs to Be Reimbursed

§ 7.1.1 The term Cost of the Work shall mean costs necessarily incurred by the Construction Manager in the proper performance of the Work. The Cost of the Work shall include only the items set forth in Sections 7.1 through 7.7.

§ 7.1.2 Where, pursuant to the Contract Documents, any cost is subject to the Owner's prior approval, the Construction Manager shall obtain such approval in writing prior to incurring the cost.

§ 7.1.3 Costs shall be at rates not higher than the standard rates paid at the place of the Project, except with prior approval of the Owner.

§ 7.2 Labor Costs

§ 7.2.1 Wages or salaries of construction workers directly employed by the Construction Manager to perform the construction of the Work at the site or, with the Owner's prior approval, at off-site workshops.

§ 7.2.2 Wages or salaries of the Construction Manager's supervisory and administrative personnel when stationed at the site and performing Work, with the Owner's prior approval.

§ 7.2.2.1 Wages or salaries of the Construction Manager's supervisory and administrative personnel when performing Work and stationed at a location other than the site, but only for that portion of time required for the Work, and limited to the personnel and activities listed below:
(Identify the personnel, type of activity and, if applicable, any agreed upon percentage of time to be devoted to the Work.)

« To be determined within the GMP Amendment »

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§ 7.2.3 Wages and salaries of the Construction Manager's supervisory or administrative personnel engaged at factories, workshops or while traveling, in expediting the production or transportation of materials or equipment required for the Work, but only for that portion of their time required for the Work.

§ 7.2.4 Costs paid or incurred by the Construction Manager, as required by law or collective bargaining agreements, for taxes, insurance, contributions, assessments and benefits and, for personnel not covered by collective bargaining agreements, customary benefits such as sick leave, medical and health benefits, holidays, vacations and pensions, provided such costs are based on wages and salaries included in the Cost of the Work under Sections 7.2.1 through 7.2.3.

§ 7.2.5 If agreed rates for labor costs, in lieu of actual costs, are provided in this Agreement, the rates shall remain unchanged throughout the duration of this Agreement, unless the parties execute a Modification.

§ 7.3 Subcontract Costs

Payments made by the Construction Manager to Subcontractors in accordance with the requirements of the subcontracts and this Agreement.

§ 7.4 Costs of Materials and Equipment Incorporated in the Completed Construction

§ 7.4.1 Costs, including transportation and storage at the site, of materials and equipment incorporated, or to be incorporated, in the completed construction.

§ 7.4.2 Costs of materials described in the preceding Section 7.4.1 in excess of those actually installed to allow for reasonable waste and spoilage. Unused excess materials, if any, shall become the Owner's property at the completion of the Work or, at the Owner's option, shall be sold by the Construction Manager. Any amounts realized from such sales shall be credited to the Owner as a deduction from the Cost of the Work.

§ 7.5 Costs of Other Materials and Equipment, Temporary Facilities and Related Items

§ 7.5.1 Costs of transportation, storage, installation, dismantling, maintenance, and removal of materials, supplies, temporary facilities, machinery, equipment and hand tools not customarily owned by construction workers that are provided by the Construction Manager at the site and fully consumed in the performance of the Work. Costs of materials, supplies, temporary facilities, machinery, equipment, and tools, that are not fully consumed, shall be based on the cost or value of the item at the time it is first used on the Project site less the value of the item when it is no longer used at the Project site. Costs for items not fully consumed by the Construction Manager shall mean fair market value.

§ 7.5.2 Rental charges for temporary facilities, machinery, equipment, and hand tools not customarily owned by construction workers that are provided by the Construction Manager at the site, and the costs of transportation, installation, dismantling, minor repairs, and removal of such temporary facilities, machinery, equipment, and hand tools. Rates and quantities of equipment owned by the Construction Manager, or a related party as defined in Section 7.8, shall be subject to the Owner's prior approval. The total rental cost of any such equipment may not exceed the purchase price of any comparable item.

§ 7.5.3 Costs of removal of debris from the site of the Work and its proper and legal disposal.

§ 7.5.4 Costs of the Construction Manager's site office, including general office equipment and supplies.

§ 7.5.5 Costs of materials and equipment suitably stored off the site at a mutually acceptable location, subject to the Owner's prior approval.

§ 7.6 Miscellaneous Costs

§ 7.6.1 Premiums for that portion of insurance and bonds required by the Contract Documents that can be directly attributed to this Contract.

§ 7.6.1.1 Costs for self-insurance, for either full or partial amounts of the coverages required by the Contract Documents, with the Owner's prior approval.

§ 7.6.1.2 Costs for insurance through a captive insurer owned or controlled by the Construction Manager, with the Owner's prior approval.

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§ 7.6.2 Sales, use, or similar taxes, imposed by a governmental authority, that are related to the Work and for which the Construction Manager is liable.

§ 7.6.3 Fees and assessments for the building permit, and for other permits, licenses, and inspections, for which the Construction Manager is required by the Contract Documents to pay.

§ 7.6.4 Fees of laboratories for tests required by the Contract Documents; except those related to defective or nonconforming Work for which reimbursement is excluded under Article 13 of AIA Document A201–2017 or by other provisions of the Contract Documents, and which do not fall within the scope of Section 7.7.3.

§ 7.6.5 Royalties and license fees paid for the use of a particular design, process, or product, required by the Contract Documents.

§ 7.6.5.1 The cost of defending suits or claims for infringement of patent rights arising from requirements of the Contract Documents, payments made in accordance with legal judgments against the Construction Manager resulting from such suits or claims, and payments of settlements made with the Owner's consent, unless the Construction Manager had reason to believe that the required design, process, or product was an infringement of a copyright or a patent, and the Construction Manager failed to promptly furnish such information to the Architect as required by Article 3 of AIA Document A201–2017. The costs of legal defenses, judgments, and settlements shall not be included in the Cost of the Work used to calculate the Construction Manager's Fee or subject to the Guaranteed Maximum Price.

§ 7.6.6 Costs for communications services, electronic equipment, and software, directly related to the Work and located at the site, with the Owner's prior approval.

§ 7.6.7 Costs of document reproductions and delivery charges.

§ 7.6.8 Deposits lost for causes other than the Construction Manager's negligence or failure to fulfill a specific responsibility in the Contract Documents.

§ 7.6.9 Legal, mediation and arbitration costs, including attorneys' fees, other than those arising from disputes between the Owner and Construction Manager, reasonably incurred by the Construction Manager after the execution of this Agreement in the performance of the Work and with the Owner's prior approval, which shall not be unreasonably withheld.

§ 7.6.10 Expenses incurred in accordance with the Construction Manager's standard written personnel policy for relocation and temporary living allowances of the Construction Manager's personnel required for the Work, with the Owner's prior approval.

§ 7.6.11 That portion of the reasonable expenses of the Construction Manager's supervisory or administrative personnel incurred while traveling in discharge of duties connected with the Work.

§ 7.7 Other Costs and Emergencies

§ 7.7.1 Other costs incurred in the performance of the Work, with the Owner's prior approval.

§ 7.7.2 Costs incurred in taking action to prevent threatened damage, injury, or loss, in case of an emergency affecting the safety of persons and property, as provided in Article 10 of AIA Document A201–2017.

§ 7.7.3 Costs of repairing or correcting damaged or nonconforming Work executed by the Construction Manager, Subcontractors, or suppliers, provided that such damaged or nonconforming Work was not caused by the negligence of, or failure to fulfill a specific responsibility by, the Construction Manager, and only to the extent that the cost of repair or correction is not recovered by the Construction Manager from insurance, sureties, Subcontractors, suppliers, or others.

§ 7.7.4 The costs described in Sections 7.1 through 7.7 shall be included in the Cost of the Work, notwithstanding any provision of AIA Document A201–2017 or other Conditions of the Contract which may require the Construction Manager to pay such costs, unless such costs are excluded by the provisions of Section 7.9.

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§ 7.8 Related Party Transactions

§ 7.8.1 For purposes of this Section 7.8, the term "related party" shall mean (1) a parent, subsidiary, affiliate, or other entity having common ownership of, or sharing common management with, the Construction Manager; (2) any entity in which any stockholder in, or management employee of, the Construction Manager holds an equity interest in excess of ten percent in the aggregate; (3) any entity which has the right to control the business or affairs of the Construction Manager; or (4) any person, or any member of the immediate family of any person, who has the right to control the business or affairs of the Construction Manager.

§ 7.8.2 If any of the costs to be reimbursed arise from a transaction between the Construction Manager and a related party, the Construction Manager shall notify the Owner of the specific nature of the contemplated transaction, including the identity of the related party and the anticipated cost to be incurred, before any such transaction is consummated or cost incurred. If the Owner, after such notification, authorizes the proposed transaction in writing, then the cost incurred shall be included as a cost to be reimbursed, and the Construction Manager shall procure the Work, equipment, goods, or service, from the related party, as a Subcontractor, according to the terms of Article 9. If the Owner fails to authorize the transaction in writing, the Construction Manager shall procure the Work, equipment, goods, or service from some person or entity other than a related party according to the terms of Article 9.

§ 7.9 Costs Not To Be Reimbursed

§ 7.9.1 The Cost of the Work shall not include the items listed below:

- **.1** Salaries and other compensation of the Construction Manager's personnel stationed at the Construction Manager's principal office or offices other than the site office, except as specifically provided in Section 7.2, or as may be provided in Article 14;
- **.2** Bonuses, profit sharing, incentive compensation, and any other discretionary payments, paid to anyone hired by the Construction Manager or paid to any Subcontractor or vendor, unless the Owner has provided prior approval;
- **.3** Expenses of the Construction Manager's principal office and offices other than the site office;
- **.4** Overhead and general expenses, except as may be expressly included in Sections 7.1 to 7.7;
- **.5** The Construction Manager's capital expenses, including interest on the Construction Manager's capital employed for the Work;
- **.6** Except as provided in Section 7.7.3 of this Agreement, costs due to the negligence of, or failure to fulfill a specific responsibility of the Contract by, the Construction Manager, Subcontractors, and suppliers, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable;
- **.7** Any cost not specifically and expressly described in Sections 7.1 to 7.7;
- **.8** Costs, other than costs included in Change Orders approved by the Owner, that would cause the Guaranteed Maximum Price to be exceeded; and
- **.9** Costs for services incurred during the Preconstruction Phase.

ARTICLE 8 DISCOUNTS, REBATES, AND REFUNDS

§ 8.1 Cash discounts obtained on payments made by the Construction Manager shall accrue to the Owner if (1) before making the payment, the Construction Manager included the amount to be paid, less such discount, in an Application for Payment and received payment from the Owner, or (2) the Owner has deposited funds with the Construction Manager with which to make payments; otherwise, cash discounts shall accrue to the Construction Manager. Trade discounts, rebates, refunds, and amounts received from sales of surplus materials and equipment shall accrue to the Owner, and the Construction Manager shall make provisions so that they can be obtained.

§ 8.2 Amounts that accrue to the Owner in accordance with the provisions of Section 8.1 shall be credited to the Owner as a deduction from the Cost of the Work.

ARTICLE 9 SUBCONTRACTS AND OTHER AGREEMENTS

§ 9.1 Those portions of the Work that the Construction Manager does not customarily perform with the Construction Manager's own personnel shall be performed under subcontracts or other appropriate agreements with the Construction Manager. The Owner may designate specific persons from whom, or entities from which, the Construction Manager shall obtain bids. The Construction Manager shall obtain bids from Subcontractors, and from suppliers of materials or equipment fabricated especially for the Work, who are qualified to perform that portion of the Work in accordance with the requirements of the Contract Documents. The Construction Manager shall deliver such bids to the Architect and Owner with an indication as to which bids the Construction Manager intends to accept. The Owner then has the right to review the Construction Manager's list of proposed subcontractors and suppliers in consultation with the Architect and,

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subject to Section 9.1.1, to object to any subcontractor or supplier. Any advice of the Architect, or approval or objection by the Owner, shall not relieve the Construction Manager of its responsibility to perform the Work in accordance with the Contract Documents. The Construction Manager shall not be required to contract with anyone to whom the Construction Manager has reasonable objection.

§ 9.1.1 When a specific subcontractor or supplier (1) is recommended to the Owner by the Construction Manager; (2) is qualified to perform that portion of the Work; and (3) has submitted a bid that conforms to the requirements of the Contract Documents without reservations or exceptions, but the Owner requires that another bid be accepted, then the Construction Manager may require that a Change Order be issued to adjust the Guaranteed Maximum Price by the difference between the bid of the person or entity recommended to the Owner by the Construction Manager and the amount of the subcontract or other agreement actually signed with the person or entity designated by the Owner.

§ 9.2 Subcontracts or other agreements shall conform to the applicable payment provisions of this Agreement, and shall not be awarded on the basis of cost plus a fee without the Owner's prior written approval. If a subcontract is awarded on the basis of cost plus a fee, the Construction Manager shall provide in the subcontract for the Owner to receive the same audit rights with regard to the Subcontractor as the Owner receives with regard to the Construction Manager in Article 10.

ARTICLE 10 ACCOUNTING RECORDS

The Construction Manager shall keep full and detailed records and accounts related to the Cost of the Work, and exercise such controls, as may be necessary for proper financial management under this Contract and to substantiate all costs incurred. The accounting and control systems shall be satisfactory to the Owner. The Owner and the Owner's auditors shall, during regular business hours and upon reasonable notice, be afforded access to, and shall be permitted to audit and copy, the Construction Manager's records and accounts, including complete documentation supporting accounting entries, books, job cost reports, correspondence, instructions, drawings, receipts, subcontracts, Subcontractor's proposals, Subcontractor's invoices, purchase orders, vouchers, memoranda, and other data relating to this Contract. The Construction Manager shall preserve these records for a period of three years after final payment, or for such longer period as may be required by law.

ARTICLE 11 PAYMENTS FOR CONSTRUCTION PHASE SERVICES

§ 11.1 Progress Payments

§ 11.1.1 Based upon Applications for Payment submitted to the Architect by the Construction Manager, and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum, to the Construction Manager, as provided below and elsewhere in the Contract Documents.

§ 11.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

« »

§ 11.1.3 Provided that an Application for Payment is received by the Architect not later than the «5th» day of a month, the Owner shall make payment of the amount certified to the Construction Manager not later than the «20th» day of the «same» month. If an Application for Payment is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than «Twenty» («20») days after the Architect receives the Application for Payment.
(Federal, state or local laws may require payment within a certain period of time.)

§ 11.1.4 With each Application for Payment, the Construction Manager shall submit payrolls, petty cash accounts, receipted invoices or invoices with check vouchers attached, and any other evidence required by the Owner or Architect to demonstrate that payments already made by the Construction Manager on account of the Cost of the Work equal or exceed progress payments already received by the Construction Manager, plus payrolls for the period covered by the present Application for Payment, less that portion of the progress payments attributable to the Construction Manager's Fee.

§ 11.1.5 Each Application for Payment shall be based on the most recent schedule of values submitted by the Construction Manager in accordance with the Contract Documents. The schedule of values shall allocate the entire Guaranteed Maximum Price among: (1) the various portions of the Work; (2) any contingency for costs that are

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included in the Guaranteed Maximum Price but not otherwise allocated to another line item or included in a Change Order; and (3) the Construction Manager's Fee.

§ 11.1.5.1 The schedule of values shall be prepared in such form and supported by such data to substantiate its accuracy as the Architect may require. The schedule of values shall be used as a basis for reviewing the Construction Manager's Applications for Payment.

§ 11.1.5.2 The allocation of the Guaranteed Maximum Price under this Section 11.1.5 shall not constitute a separate guaranteed maximum price for the Cost of the Work of each individual line item in the schedule of values.

§ 11.1.5.3 When the Construction Manager allocates costs from a contingency to another line item in the schedule of values, the Construction Manager shall submit supporting documentation to the Architect.

§ 11.1.6 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment. The percentage of completion shall be the lesser of (1) the percentage of that portion of the Work which has actually been completed, or (2) the percentage obtained by dividing (a) the expense that has actually been incurred by the Construction Manager on account of that portion of the Work and for which the Construction Manager has made payment or intends to make payment prior to the next Application for Payment, by (b) the share of the Guaranteed Maximum Price allocated to that portion of the Work in the schedule of values.

§ 11.1.7 In accordance with AIA Document A201–2017 and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

§ 11.1.7.1 The amount of each progress payment shall first include:

- **.1** That portion of the Guaranteed Maximum Price properly allocable to completed Work as determined by multiplying the percentage of completion of each portion of the Work by the share of the Guaranteed Maximum Price allocated to that portion of the Work in the most recent schedule of values;
- **.2** That portion of the Guaranteed Maximum Price properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction or, if approved in writing in advance by the Owner, suitably stored off the site at a location agreed upon in writing;
- **.3** That portion of Construction Change Directives that the Architect determines, in the Architect's professional judgment, to be reasonably justified; and
- **.4** The Construction Manager's Fee, computed upon the Cost of the Work described in the preceding Sections 11.1.7.1.1 and 11.1.7.1.2 at the rate stated in Section 6.1.2 or, if the Construction Manager's Fee is stated as a fixed sum in that Section, an amount that bears the same ratio to that fixed-sum fee as the Cost of the Work included in Sections 11.1.7.1.1 and 11.1.7.1.2 bears to a reasonable estimate of the probable Cost of the Work upon its completion.

§ 11.1.7.2 The amount of each progress payment shall then be reduced by:

- **.1** The aggregate of any amounts previously paid by the Owner;
- **.2** The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A201–2017;
- **.3** Any amount for which the Construction Manager does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Construction Manager intends to pay;
- **.4** For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A201–2017;
- **.5** The shortfall, if any, indicated by the Construction Manager in the documentation required by Section 11.1.4 to substantiate prior Applications for Payment, or resulting from errors subsequently discovered by the Owner's auditors in such documentation; and
- **.6** Retainage withheld pursuant to Section 11.1.8.

§ 11.1.8 Retainage

§ 11.1.8.1 For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold the following amount, as retainage, from the payment otherwise due:

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(Insert a percentage or amount to be withheld as retainage from each Application for Payment. The amount of retainage may be limited by governing law.)

«Five Percent (5%)»

§ 11.1.8.1.1 The following items are not subject to retainage:
(Insert any items not subject to the withholding of retainage, such as general conditions, insurance, etc.)

«N/A | **OR** Reimbursement for Performance and Payment Bond»

§ 11.1.8.2 Reduction or limitation of retainage, if any, shall be as follows:
(If the retainage established in Section 11.1.8.1 is to be modified prior to Substantial Completion of the entire Work, insert provisions for such modification.)

«N/A»

§ 11.1.8.3 Except as set forth in this Section 11.1.8.3, upon Substantial Completion of the Work, the Construction Manager may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section 11.1.8. The Application for Payment submitted at Substantial Completion shall not include retainage as follows:
(Insert any other conditions for release of retainage, such as upon completion of the Owner's audit and reconciliation, upon Substantial Completion.)

«N/A»

§ 11.1.9 If final completion of the Work is materially delayed through no fault of the Construction Manager, the Owner shall pay the Construction Manager any additional amounts in accordance with Article 9 of AIA Document A201–2017.

§ 11.1.10 Except with the Owner's prior written approval, the Construction Manager shall not make advance payments to suppliers for materials or equipment which have not been delivered and suitably stored at the site.

§ 11.1.11 The Owner and the Construction Manager shall agree upon a mutually acceptable procedure for review and approval of payments to Subcontractors, and the percentage of retainage held on Subcontracts, and the Construction Manager shall execute subcontracts in accordance with those agreements.

§ 11.1.12 In taking action on the Construction Manager's Applications for Payment the Architect shall be entitled to rely on the accuracy and completeness of the information furnished by the Construction Manager, and such action shall not be deemed to be a representation that (1) the Architect has made a detailed examination, audit, or arithmetic verification, of the documentation submitted in accordance with Section 11.1.4 or other supporting data; (2) that the Architect has made exhaustive or continuous on-site inspections; or (3) that the Architect has made examinations to ascertain how or for what purposes the Construction Manager has used amounts previously paid on account of the Contract. Such examinations, audits, and verifications, if required by the Owner, will be performed by the Owner's auditors acting in the sole interest of the Owner.

§ 11.2 Final Payment

§ 11.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Construction Manager when

- **.1** the Construction Manager has fully performed the Contract, except for the Construction Manager's responsibility to correct Work as provided in Article 12 of AIA Document A201–2017, and to satisfy other requirements, if any, which extend beyond final payment;
- **.2** the Construction Manager has submitted a final accounting for the Cost of the Work and a final Application for Payment; and
- **.3** a final Certificate for Payment has been issued by the Architect in accordance with Section 11.2.2.2.

§ 11.2.2 Within 30 days of the Owner's receipt of the Construction Manager's final accounting for the Cost of the Work, the Owner shall conduct an audit of the Cost of the Work or notify the Architect that it will not conduct an audit.

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§ 11.2.2.1 If the Owner conducts an audit of the Cost of the Work, the Owner shall, within 10 days after completion of the audit, submit a written report based upon the auditors' findings to the Architect.

§ 11.2.2.2 Within seven days after receipt of the written report described in Section 11.2.2.1, or receipt of notice that the Owner will not conduct an audit, and provided that the other conditions of Section 11.2.1 have been met, the Architect will either issue to the Owner a final Certificate for Payment with a copy to the Construction Manager, or notify the Construction Manager and Owner in writing of the Architect's reasons for withholding a certificate as provided in Article 9 of AIA Document A201–2017. The time periods stated in this Section 11.2.2 supersede those stated in Article 9 of AIA Document A201–2017. The Architect is not responsible for verifying the accuracy of the Construction Manager's final accounting.

§ 11.2.2.3 If the Owner's auditors' report concludes that the Cost of the Work, as substantiated by the Construction Manager's final accounting, is less than claimed by the Construction Manager, the Construction Manager shall be entitled to request mediation of the disputed amount without seeking an initial decision pursuant to Article 15 of AIA Document A201–2017. A request for mediation shall be made by the Construction Manager within 30 days after the Construction Manager's receipt of a copy of the Architect's final Certificate for Payment. Failure to request mediation within this 30-day period shall result in the substantiated amount reported by the Owner's auditors becoming binding on the Construction Manager. Pending a final resolution of the disputed amount, the Owner shall pay the Construction Manager the amount certified in the Architect's final Certificate for Payment.

§ 11.2.3 The Owner's final payment to the Construction Manager shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment, or as follows:

«All remaining Retention and Balance on the previous Application for Payment»

§ 11.2.4 If, subsequent to final payment, and at the Owner's request, the Construction Manager incurs costs, described in Sections 7.1 through 7.7, and not excluded by Section 7.9, to correct defective or nonconforming Work, the Owner shall reimburse the Construction Manager for such costs, and the Construction Manager's Fee applicable thereto, on the same basis as if such costs had been incurred prior to final payment, but not in excess of the Guaranteed Maximum Price. If adjustments to the Contract Sum are provided for in Section 6.1.7, the amount of those adjustments shall be recalculated, taking into account any reimbursements made pursuant to this Section 11.2.4 in determining the net amount to be paid by the Owner to the Construction Manager.

§ 11.3 Interest

Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.
(Insert rate of interest agreed upon, if any.)

«One and a half (1.5) Monthly or 18» % «annual rate»

ARTICLE 12 DISPUTE RESOLUTION

§ 12.1 Initial Decision Maker

§ 12.1.1 Any Claim between the Owner and Construction Manager shall be resolved in accordance with the provisions set forth in this Article 12 and Article 15 of A201–2017. However, for Claims arising from or relating to the Construction Manager's Preconstruction Phase services, no decision by the Initial Decision Maker shall be required as a condition precedent to mediation or binding dispute resolution, and Section 12.1.2 of this Agreement shall not apply.

§ 12.1.2 The Architect will serve as the Initial Decision Maker pursuant to Article 15 of AIA Document A201–2017 for Claims arising from or relating to the Construction Manager's Construction Phase services, unless the parties appoint below another individual, not a party to the Agreement, to serve as the Initial Decision Maker.
(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)

«N/A»
« »
« »
« »

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§ 12.2 Binding Dispute Resolution

For any Claim subject to, but not resolved by mediation pursuant to Article 15 of AIA Document A201–2017, the method of binding dispute resolution shall be as follows:
(Check the appropriate box.)

[«X»] Arbitration pursuant to Article 15 of AIA Document A201–2017

[« »] Litigation in a court of competent jurisdiction

[« »] Other: *(Specify)*

« »

If the Owner and Construction Manager do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.

ARTICLE 13 TERMINATION OR SUSPENSION

§ 13.1 Termination Prior to Execution of the Guaranteed Maximum Price Amendment

§ 13.1.1 If the Owner and the Construction Manager do not reach an agreement on the Guaranteed Maximum Price, the Owner may terminate this Agreement upon not less than seven days' written notice to the Construction Manager, and the Construction Manager may terminate this Agreement, upon not less than seven days' written notice to the Owner.

§ 13.1.2 In the event of termination of this Agreement pursuant to Section 13.1.1, the Construction Manager shall be compensated for Preconstruction Phase services and Work performed prior to receipt of a notice of termination, in accordance with the terms of this Agreement. In no event shall the Construction Manager's compensation under this Section exceed the compensation set forth in Section 5.1.

§ 13.1.3 Prior to the execution of the Guaranteed Maximum Price Amendment, the Owner may terminate this Agreement upon not less than seven days' written notice to the Construction Manager for the Owner's convenience and without cause, and the Construction Manager may terminate this Agreement, upon not less than seven days' written notice to the Owner, for the reasons set forth in Article 14 of A201–2017.

§ 13.1.4 In the event of termination of this Agreement pursuant to Section 13.1.3, the Construction Manager shall be equitably compensated for Preconstruction Phase services and Work performed prior to receipt of a notice of termination. In no event shall the Construction Manager's compensation under this Section exceed the compensation set forth in Section 5.1.

§ 13.1.5 If the Owner terminates the Contract pursuant to Section 13.1.3 after the commencement of the Construction Phase but prior to the execution of the Guaranteed Maximum Price Amendment, the Owner shall pay to the Construction Manager an amount calculated as follows, which amount shall be in addition to any compensation paid to the Construction Manager under Section 13.1.4:

.1 Take the Cost of the Work incurred by the Construction Manager to the date of termination;

.2 Add the Construction Manager's Fee computed upon the Cost of the Work to the date of termination at the rate stated in Section 6.1 or, if the Construction Manager's Fee is stated as a fixed sum in that Section, an amount that bears the same ratio to that fixed-sum Fee as the Cost of the Work at the time of termination bears to a reasonable estimate of the probable Cost of the Work upon its completion; and

.3 Subtract the aggregate of previous payments made by the Owner for Construction Phase services.

§ 13.1.6 The Owner shall also pay the Construction Manager fair compensation, either by purchase or rental at the election of the Owner, for any equipment owned by the Construction Manager that the Owner elects to retain and that is not otherwise included in the Cost of the Work under Section 13.1.5.1. To the extent that the Owner elects to take legal assignment of subcontracts and purchase orders (including rental agreements), the Construction Manager shall, as a condition of receiving the payments referred to in this Article 13, execute and deliver all such papers and take all such steps, including the legal assignment of such subcontracts and other contractual rights of the Construction Manager, as the Owner may require for the purpose of fully vesting in the Owner the rights and benefits of the Construction

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Manager under such subcontracts or purchase orders. All Subcontracts, purchase orders and rental agreements entered into by the Construction Manager will contain provisions allowing for assignment to the Owner as described above.

§ 13.1.6.1 If the Owner accepts assignment of subcontracts, purchase orders or rental agreements as described above, the Owner will reimburse or indemnify the Construction Manager for all costs arising under the subcontract, purchase order or rental agreement, if those costs would have been reimbursable as Cost of the Work if the contract had not been terminated. If the Owner chooses not to accept assignment of any subcontract, purchase order or rental agreement that would have constituted a Cost of the Work had this agreement not been terminated, the Construction Manager will terminate the subcontract, purchase order or rental agreement and the Owner will pay the Construction Manager the costs necessarily incurred by the Construction Manager because of such termination.

§ 13.2 Termination or Suspension Following Execution of the Guaranteed Maximum Price Amendment

§ 13.2.1 Termination

The Contract may be terminated by the Owner or the Construction Manager as provided in Article 14 of AIA Document A201–2017.

§ 13.2.2 Termination by the Owner for Cause

§ 13.2.2.1 If the Owner terminates the Contract for cause as provided in Article 14 of AIA Document A201–2017, the amount, if any, to be paid to the Construction Manager under Article 14 of AIA Document A201–2017 shall not cause the Guaranteed Maximum Price to be exceeded, nor shall it exceed an amount calculated as follows:

.1 Take the Cost of the Work incurred by the Construction Manager to the date of termination;

.2 Add the Construction Manager's Fee, computed upon the Cost of the Work to the date of termination at the rate stated in Section 6.1 or, if the Construction Manager' Fee is stated as a fixed sum in that Section, an amount that bears the same ratio to that fixed-sum Fee as the Cost of the Work at the time of termination bears to a reasonable estimate of the probable Cost of the Work upon its completion;

.3 Subtract the aggregate of previous payments made by the Owner; and

.4 Subtract the costs and damages incurred, or to be incurred, by the Owner under Article 14 of AIA Document A201–2017.

§ 13.2.2.2 The Owner shall also pay the Construction Manager fair compensation, either by purchase or rental at the election of the Owner, for any equipment owned by the Construction Manager that the Owner elects to retain and that is not otherwise included in the Cost of the Work under Section 13.2.2.1.1. To the extent that the Owner elects to take legal assignment of subcontracts and purchase orders (including rental agreements), the Construction Manager shall, as a condition of receiving the payments referred to in this Article 13, execute and deliver all such papers and take all such steps, including the legal assignment of such subcontracts and other contractual rights of the Construction Manager, as the Owner may require for the purpose of fully vesting in the Owner the rights and benefits of the Construction Manager under such subcontracts or purchase orders.

§ 13.2.3 Termination by the Owner for Convenience

If the Owner terminates the Contract for convenience in accordance with Article 14 of AIA Document A201–2017, then the Owner shall pay the Construction Manager a termination fee as follows:
(Insert the amount of or method for determining the fee, if any, payable to the Construction Manager following a termination for the Owner's convenience.)

«Unknown at this time»

§ 13.3 Suspension

The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201–2017; in such case, the Guaranteed Maximum Price and Contract Time shall be increased as provided in Article 14 of AIA Document A201–2017, except that the term "profit" shall be understood to mean the Construction Manager's Fee as described in Sections 6.1 and 6.3.5 of this Agreement.

ARTICLE 14 MISCELLANEOUS PROVISIONS

§ 14.1 Terms in this Agreement shall have the same meaning as those in A201–2017. Where reference is made in this Agreement to a provision of AIA Document A201–2017 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

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§ 14.2 Successors and Assigns

§ 14.2.1 The Owner and Construction Manager, respectively, bind themselves, their partners, successors, assigns and legal representatives to covenants, agreements, and obligations contained in the Contract Documents. Except as provided in Section 14.2.2 of this Agreement, and in Section 13.2.2 of A201–2017, neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

§ 14.2.2 The Owner may, without consent of the Construction Manager, assign the Contract to a lender providing construction financing for the Project, if the lender assumes the Owner's rights and obligations under the Contract Documents. The Construction Manager shall execute all consents reasonably required to facilitate the assignment.

§ 14.3 Insurance and Bonds

§ 14.3.1 Preconstruction Phase

The Construction Manager shall maintain the following insurance for the duration of the Preconstruction Services performed under this Agreement. If any of the requirements set forth below exceed the types and limits the Construction Manager normally maintains, the Owner shall reimburse the Construction Manager for any additional cost.

§ 14.3.1.1 Commercial General Liability with policy limits of not less than «One-Million Dollars» ($ «1,000,000.00») for each occurrence and «Two-Million Dollars» ($ «2,000,000.00») in the aggregate for bodily injury and property damage.

§ 14.3.1.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Construction Manager with policy limits of not less than «One-Million Dollars» ($ «1,000,000.00») per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

§ 14.3.1.3 The Construction Manager may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided that such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 14.3.1.1 and 14.3.1.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ 14.3.1.4 Workers' Compensation at statutory limits and Employers Liability with policy limits not less than «One-Million Dollars» ($ «1,000,000.00») each accident, «One-Million Dollars» ($ «1,000,000.00») each employee, and «One-Million Dollars» ($ «1,000,000.00») policy limit.

§ 14.3.1.5 Professional Liability covering negligent acts, errors and omissions in the performance of professional services, with policy limits of not less than «N/A» ($ «N/A») per claim and «N/A» ($ «N/A») in the aggregate.

§ 14.3.1.6 Other Insurance

(List below any other insurance coverage to be provided by the Construction Manager and any applicable limits.)

Coverage	Limits
Not Applicable	Not Applicable

§ 14.3.1.7 Additional Insured Obligations. To the fullest extent permitted by law, the Construction Manager shall cause the primary and excess or umbrella policies for Commercial General Liability and Automobile Liability to include the Owner as an additional insured for claims caused in whole or in part by the Construction Manager's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations.

§ 14.3.1.8 The Construction Manager shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 14.3.1.

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§ 14.3.2 Construction Phase
After execution of the Guaranteed Maximum Price Amendment, the Owner and the Construction Manager shall purchase and maintain insurance as set forth in AIA Document A133™–2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price, Exhibit B, Insurance and Bonds, and elsewhere in the Contract Documents.

§ 14.3.2.1 The Construction Manager shall provide bonds as set forth in AIA Document A133™–2019 Exhibit B, and elsewhere in the Contract Documents.

§ 14.4 Notice in electronic format, pursuant to Article 1 of AIA Document A201–2017, may be given in accordance with a building information modeling exhibit, if completed, or as otherwise set forth below:
(If other than in accordance with a building information modeling exhibit, insert requirements for delivering notice in electronic format such as name, title, and email address of the recipient and whether and how the system will be required to generate a read receipt for the transmission.)

«Not Applicable»

§ 14.5 Other provisions:

«Unknown at this time»

ARTICLE 15 SCOPE OF THE AGREEMENT
§ 15.1 This Agreement represents the entire and integrated agreement between the Owner and the Construction Manager and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Construction Manager.

§ 15.2 The following documents comprise the Agreement:

.1 AIA Document A133™–2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price

.2 AIA Document A133™-2019, Exhibit A, Guaranteed Maximum Price Amendment, if executed

.3 AIA Document A133™–2019, Exhibit B, Insurance and Bonds

.4 AIA Document A201™–2017, General Conditions of the Contract for Construction

.5 Building Information Modeling Exhibit, if completed:

«Not Applicable»

.6 Other Exhibits:
(Check all boxes that apply.)

[**«UN»**] AIA Document E234™–2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, dated as indicated below:
(Insert the date of the E234-2019 incorporated into this Agreement.)

« »

[**«UN»**] Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages

.7 Other documents, if any, listed below:
(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201–2017 provides that the advertisement or invitation to bid, Instructions to Bidders, sample forms, the Construction Manager's bid or proposal, portions of Addenda relating to bidding or proposal requirements, and other information furnished by the Owner in anticipation of receiving bids or

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proposals, are not part of the Contract Documents unless enumerated in this Agreement. Any such documents should be listed here only if intended to be part of the Contract Documents.)

«**UN**»

This Agreement is entered into as of the day and year first written above.

OWNER *(Signature)*	**CONSTRUCTION MANAGER** *(Signature)*
« , »« Parks and Recreation Director»	«Andrew DiPietro, »«Owner»
(Printed name and title)	*(Printed name and title)*

DRAFT

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