

CITY OF STAR

ENGINEER DEPAPTMENT MEMO

TO: Mayor & Council

FROM: Tim Clark, P.E., Assistant City Engineer

MEETING DATE: September 3, 2024

RE: BLM Annexation Surveying Support

ACTION

Engineering Staff has reached out to J-U-B Engineers to provide a scope of work and cost to provide surveying support for the annexation of the three following portions of BLM land adjacent to City limits:

- 1. 13.5 acres directly south of Freedom Park (in the Boise River)
- 2. 80 acres north of the Collina Vista subdivision (where the SSWD water tanks are)
- 3. 1,417.6 acres (seven parcels) north of the Willowbrook development

Mayor Chadwick and City Staff have been in communication with the BLM regarding the annexation of these properties. BLM will not oppose the annexation but is not going to initiate the annexation. Annexing these properties give the City the ability to preserve these parcels as open areas. This contract with J-U-B Engineers will provide the City the required documentation to annex the above referenced BLM parcels.

Engineering Staff is seeking approval from the Council to enter a contract (attached) for **\$60,250.00** with J-U-B Engineers to provide legal descriptions and records of survey for the BLM parcels to be annexed in the future.



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

Attachment 1 - Scope of Services, Basis of Fee, and Schedule

PROJECT NAME:	BLM Prop	erties – <i>F</i>	Annexation	and	Records	of Survey

CLIENT: City of Star

J-U-B PROJECT NUMBER: 10-24-

CLIENT PROJECT NUMBER:

ATTACHMENT TO:

△ AGREEMENT DATED: / / ; or

□ AUTHORIZATION FOR CONTRACT AMENDMENT #X; DATED: Click or tap to enter a date.

The referenced Agreement for Professional Services executed between J-U-B ENGINEERS, Inc. (J-U-B) and the CLIENT is amended and supplemented to include the following provisions regarding the Scope of Services, Basis of Fee, and/or Schedule:

PART 1 - PROJECT UNDERSTANDING

J-U-B's understanding of this project's history and CLIENT's general intent and scope of the project are described as follows:

In three different locations, the City of Star intends to Annex multiple BLM parcels into the City limits, being BLM North (see Attachment A), BLM Tank (see Attachment B) and BLM River (see Attachment C).

PART 2 - SCOPE OF SERVICES BY J-U-B

J-U-B's Services under this Agreement are limited to the following tasks. Any other items necessary to plan and implement the project, including but not limited to those specifically listed in PART 3, are the responsibility of CLIENT.

A. Task 001: Initial Boundary Survey

- 1. Office work to set up Control files, calculate exisiting boundaries from record maps, plats, surveys and deeds, and establish project coordinate system as NAD83 Modified Idaho West Projected to the published Ada County Ground Projection.
- 2. Utilize office calculations to set project control around the site, and to field locate and tie all available record monuments for the corners of the three BLM areas noted above.
- Office work to process the collected boundary markers and create a resolved boundary for all three areas for use in subsequent Tasks.

B. Task 002: Annexation Legal Descriptions (Three total)

1. Utilizing the linework created from the resolved boundary in Task 001, prepare three legal descriptions and exhibit plats for the three areas owned by the BLM for the purposes of annexing said areas into the City of Star. Deliverable: Three (3) Stamped and wet-signed legal descriptions and exhibits showing the Annexation Boundary for the CLIENT's use in annexing the properties into the City of Star.

C. Task 003: Records of Survey and CP&Fs

- 1. For all three areas, prepare a record of survey showing the field located monuments utilized to establish the boundaries of each respective area (BLM North, BLM Tank, and BLM River).
- 2. Prior to recording the three records of survey, J-U-B will set any relevant aliquot corners (Section, Quarter, and/or Sixteenth Corners) as prescribed by Idaho Statute. J-U-B will file with the County Recorder all of the required CP&F documents and subsequently record all three records of survey depicting the field located monuments and set monuments per the CP&Fs.

PART 3 - CLIENT-PROVIDED WORK AND ADDITIONAL SERVICES

- A. **CLIENT-Provided Work -** CLIENT is responsible for completing, or authorizing others to complete, all tasks not specifically included above in PART 2 that may be required for the project including, but not limited to:
 - 1. Providing clear and open access to J-U-B field personnel to conduct the necessary fieldwork for the Tasks noted above.

PART 4 - BASIS OF FEE AND SCHEDULE OF SERVICES

- A. CLIENT shall pay J-U-B for the identified Services in PART 2 as follows:
 - 1. For Lump Sum fees:
 - a. The portion of the Lump Sum amount billed for J-U-B's services will be based upon J-U-B's estimate of the percentage of the total services actually completed during the billing period.
 - 2. For Time and Materials fees:
 - a. For all services performed on the project, Client shall pay J-U-B an amount equal to the cumulative hours charged to the Project by each class of J-U-B's personnel times J-U-B's standard billing rates.
 - b. Client shall pay J-U-B for J-U-B's Consultants' charges times a multiplier of 1.1.

B. Period of Services

- If the planned period of service for the Tasks identified above extend more than one year, J-U-B's billing rates and/or fees for remaining Tasks may be increased to account for direct labor cost, rate table adjustments, or other inflationary increases. If that occurs, an adjustment to the billing rates and/or Fee will be computed based on remaining scope amount times the specific rate increase.
- 2. If the period of service for the Tasks identified above is extended beyond 12 months or if the Project has stop/start iterations, the compensation amount for J-U-B's services may be appropriately adjusted to account for salary adjustments, extended duration of project management and administrative services, and/or costs related to stop/start cycles including necessary monitoring and communication efforts during inactive periods.
- C. CLIENT acknowledges that J-U-B's schedule commitments outlined in Part 4 are subject to the standard of care and J-U-B will not be responsible for delays beyond our direct control.
- D. The following table summarizes the fees and anticipated schedule for the tas identified in PART 2.

Task Number	Task Name	Fee Type	Amount	Anticipated Schedule
001	Initial Boundary Survey	Lump Sum	\$28,600	Begin field surveys within 10 working days of NTP
002	Annexation Legal Descriptions (Three total)	Lump Sum	\$9,850	Deliver within 30 days of fieldwork completion
003	Records of Survey and CP&Fs	Time and Materials (Estimated Amount Shown)	\$22,100	Complete in a diligent manner within 90 days of completion of Task 001.
Total:		,	\$60,250	

<u>Certification Concerning Boycott of Israel.</u> Pursuant to Idaho Code section 67-2346, J-U-B certifies that it is not currently engaged in, and will not for the duration of the Agreement engage in, a boycott of goods or services from Israel or territories under its control.

<u>Certification Concerning Government Ownership or Operation.</u> Pursuant to Idaho Code section 67-2359, J-U-B certifies that is not owned or operated by the government of China and will not for the duration of this contract.

E. Electronic deliverables provided to the CLIENT as part of the work described within this Attachment are subject to the provisions of J-U-B's "electronic document/data limited license" found at edocs.jub.com.

For internal J-U-B use only:

PROJECT LOCATION (STATE): Idaho

TYPE OF WORK: City

R&D: <u>No</u>

GROUP: Surveying

PROJECT DESCRIPTION(S):

- 1. Surveying (L02)
- 2. None



August 6, 2024





August 6, 2024





August 6, 2024

