

EXHIBIT A
SCOPE OF SERVICES FOR CONSTRUCTION ADMINISTRATION
 -of-
USTICK ROAD WIDENING, PHYLLIS CANAL TO OWYHEE STORM AVENUE
 CITY OF NAMPA, IDAHO No. PWST250008
TASK ORDER: _____

This scope of services is to provide Construction Administration (CA), Resident Project Representative (RPR), limited Materials Testing and Sampling, project close-out and task order administration services under the general direction of City of Nampa (OWNER), for the widening and reconstruction of the Ustick Road Corridor, from Phyllis Canal to east of Owyhee Storm Avenue (PROJECT), in Canyon County, Idaho. PROJECT includes work within City of Nampa, Nampa Highway District No. 1 (NHD1) and Ada County Highway District (ACHD) Rights-of-way (ROW). Keller Associates (PRIME CONSULTANT) and ATLAS Technical Consultants (SUB-CONSULTANT), hereby jointly referred to as "CONSULTANT TEAM" will perform the scope of services identified below:

SCOPE OF SERVICES

PROJECT will be administered in accordance with the requirements and guidelines of the General Conditions of the Idaho Standards for Public Works Construction (ISPWC). In general, the CONSULTANT TEAM's services will be limited to the scope identified in ISPWC General Conditions Article 10 for the duties and responsibilities of the Owner's Representative and Resident Project Representative during construction, as detailed and modified below.

TASK ORDER ASSUMPTIONS:

1. **Project Funding:** PROJECT is not subject to Federal-Aid requirements.
2. **Basis of Fee:** The fee estimate, level-of-effort projections, and schedule assumptions represent CONSULTANT TEAM's professional judgment based on the information known to the Consultant Team at the time of drafting this Scope of Services. They are presented to allow a review of this Scope. As the Contractor initiates activities, it may become apparent some modifications to this scope of services are necessary due to changes in the Contractor's schedule or operations. PRIME CONSULTANT will advise OWNER of such conditions and any fee and/or schedule impact prior to implementing revised activities. PRIME CONSULTANT will formally notify the OWNER upon reaching 85% of the expended Task Order amount so that a supplemental Task Order may be issued.
3. **Payment Between the Owner and Contractor:** CONSULTANT TEAM will not direct or alter payment methodology between Owner and Contractor.
4. **Claims Support:** Claims support services, if required, will be provided as an additional service, as detailed in the following sections.
5. **Contractor Means & Methods:** CONSULTANT TEAM will not supervise, direct, or have control over the Contractors work. Contractor will have sole responsibility for the means, methods, jobsite safety and for performing work in accordance with the Contract documents.

PRIMARY SERVICE TASKS:

CONSULTANT TEAM tasks are anticipated to be limited to the following:

- 1. CONSTRUCTION ADMINISTRATION** – CONSULTANT TEAM will provide OWNER personnel to conduct CA tasks requested by the OWNER. Sensitive decisions and interpretations that affect quality, cost, and time will be coordinated with OWNER. The following sub-tasks represent a list of those activities anticipated to be provided by the CONSULTANT TEAM:
 - a. **Construction Documents** - CONSULTANT TEAM will review project construction documents, ROW/property acquisition agreements, other agreements and permits and assist OWNER with the administration of these documents.
 - b. **Project Files** – CONSULTANT TEAM will maintain electronic project files. Project files will be posted to PRIME CONSULTANTS SharePoint and shared with OWNER. An on-going process of periodic reviews of the files will occur during the project to check that records posted to the SharePoint are current and reflective of the current status of the project.
 - c. **Pay Application Review** – The CONSULTANT TEAM will review the Contractor's applications for payment. CONSULTANT TEAM will provide a recommendation for revision to the Contractor or payment to the OWNER.
 - d. **Construction Progress Report** – CONSULTANT TEAM will provide a brief construction progress report with each of the Contractor's Pay Applications. Progress reports will include an overall summary of cost, schedule and limited construction progress photos.
 - e. **Submittal Reviews** – CONSULTANT TEAM will develop a list of required submittals for the PROJECT prior to starting construction and will deliver this list to OWNER for review and approval. CONSULTANT TEAM will maintain a log of shop drawings and submittals and share this log with OWNER via the project SharePoint.
 - f. **Minimum Testing Requirements (MTRs)** – CONSULTANT TEAM will review the list of MTRs prepared by the Contractor for the PROJECT prior to the start of construction.
 - g. **Pre-Construction Meeting** – CONSULTANT TEAM will facilitate and lead the pre-construction meeting including preparing the agenda and documenting the meeting.
 - h. **Weekly Project Meeting** – CONSULTANT TEAM will attend weekly project meetings.
 - i. **Pre-Paving Meeting** – CONSULTANT TEAM will facilitate and lead the pre-paving conference(s).
 - j. **Contractor Requests for Information (RFI's)** – CONSULTANT TEAM's project manager will review and respond to Contractor RFI's.
 - k. **Contractor Requests for Change (RFC's)** – CONSULTANT TEAM will assist OWNER to analyze and make recommendations to OWNER regarding all requests received from the Contractor regarding construction contract changes, time extensions and extra work.

- l. **Construction Change Orders (CO's)** – CONSULTANT TEAM will review and prepare CO's for review and processing by the OWNER. (If an approved CO increases observation time or changes scope of the CONSULTANT TEAM's services, a supplemental agreement may be required.)
- m. **Contractor's Initial Project Schedule** – In coordination with OWNER, CONSULTANT TEAM will review and provide comments on the contractor's initial CPM schedule and narrative.
- n. **Monthly Schedule Updates Submitted by the Contractor** – In coordination with OWNER, CONSULTANT TEAM will review and provide comments on the contractor's monthly updated CPM schedule.
- o. **Claims** – CONSULTANT TEAM will assist OWNER in preparing for any claims or other action that may arise. Assessment of Claims will be performed in accordance with Article 12 of the General Conditions of the ISPWC.
 - i. **TASK ASSUMPTION:** For CONSULTANT TEAM's fee determination under this scope of services, no hours are assigned to this subtask. If a claim arises, the CONSULTANT TEAM may request a supplemental agreement for this task in order to assist OWNER with the claim.

2. PROJECT OBSERVATION – The CONSULTANT TEAM will assign a Resident Project Representative (RPR) to the project. The RPR will perform the duties of the RPR identified in Article 10 of the General Conditions of the ISPWC on a part-time basis. For this Task Order, Part-time basis is assumed to be an average of four (4) hours per day, five (5) days per week under typical construction operations.

- a. **Critical Activities & Periods of Accelerated Contractor Operations** - In times of accelerated Contractor operations or during the critical activities identified below, the RPR will be present for greater than four (4) hours per day and may be supplemented by a second RPR to facilitate observation of critical or accelerated activities.

Critical & Accelerated Activities include:

1. Asphalt paving
2. Concrete paving
3. Placement of structural concrete
4. Placement of major irrigation structures
5. Finish grading
6. ADA ramp construction
7. Work within the Williams Pipeline easement
8. Flying of signal mast arms
9. Activation of signals
10. Major traffic control shifts
11. Temporary approved road closures
12. Other activities requested and approved by the Owner

13. Other activities, not listed here, but that may become necessary during the duration of construction.

b. **RPR Daily Work Reports (DWR's)** – Except for those performing office duties, all RPR's who charge to the project will prepare DWRs. DWRs will include the contractor's hours on the site, equipment, personnel, weather conditions, data relative to questions of change orders, field orders, changed conditions, site visitors, daily activities, changes in conditions, field adjustments, observations in general, and specific observations in more detail in the case of observing testing. Work that is found to be out of conformance with the construction documents will be reported to the Contractor's superintendent and OWNER's project manager. DWRs will be to posted the project SharePoint.

i. **Pay Quantity Measurements** – RPR will review the quantity measurements with the Contractors superintendent. CONSULTANT TEAM will review project quantities using methodologies including field measurement, surveying, drone data collection or other methods deemed appropriate by the CONSULTANT TEAM and OWNER.

3. MATERIALS SAMPLING & TESTING – This task includes work for analyzing the materials supplied and placed for Superpave Asphalt within the footprint of the project to determine if they meet the requirements set forth in the contract documents based on testing procedures specified therein. CONSULTANT TEAM will provide oversight and coordinate the activities of the Construction Observation and Testing staff, which include Sampler/Testers with the necessary WAQTC qualifications to perform the associated tests. All work will be performed in accordance with the project plans, and the special provisions. CONSULTANT TEAM will provide the required sampling equipment, testing equipment, sample cartons, sample bags and other expendable type testing supplies as requested. In addition to full Superpave asphalt materials testing and sampling, CONSULTANT TEAM will also make available selective quality assurance testing for other materials, when requested by the Owner. This additional testing may include, but is not limited to, Owner requested testing of soft spot repair, earthwork, irrigation structure foundation and trench compaction.

a. CONSULTANT TEAM will perform the following:

i. **Field and Laboratory Sampling and Testing** - CONSULTANT TEAM will perform both on-site sampling and testing and laboratory testing of Superpave asphalt materials, in-place quality assurance of Superpave asphalt, and other Owner-requested quality assurance materials tests to check that the materials and workmanship incorporated in the Project are in conformity with the plans, specifications, and contract provisions. The minimum sampling frequencies and other provisions specified in the construction contract documents. CONSULTANT TEAM will be

responsible for transporting samples to CONSULTANT TEAMS laboratory for testing. Deficiencies will be brought to the attention of the OWNER within 24 hours of discovery. Should deficiencies result in the need for significant additional testing services, additional compensation may need to be negotiated.

TASK ASSUMPTION: Temporary paving is not considered permanent in-place Superpave asphalt, and therefore, will not be tested for quality assurance by the CONSULTANT TEAM.

- b. **Test Reporting & Review** - Other than Superpave Asphalt and other Owner requested quality assurance materials tests, which will be tested as outlined above, the Contractor is responsible for materials testing on the project. CONSULTANT TEAM will review testing reports submitted by the Contractor or Contractor's testing firm, for compliance with the project special provisions.
 - c. **QC/QA Monitoring** - CONSULTANT TEAM will provide daily monitoring of the Contractor's Quality Control activities at the project site and perform additional QC/QA sampling and testing if requested by the OWNER.
 - d. **Material Substitutions** - CONSULTANT TEAM will evaluate and make recommendations to OWNER as to the acceptability of substitute or "or-equal" materials and equipment proposed by the Contractor.
- 4. PROJECT CLOSE-OUT** – CONSULTANT TEAM will track changes and deviations from the plans. At the completion of the project CONSULTANT TEAM will review the Contractor's submitted as-built drawings. At project close-out, records will be reviewed, and quantity calculations backchecked. Project records will be provided in to the OWNER for review and acceptance.
- a. **Substantial Completion** – The CONSULTANT TEAM's project manager and RPR will attend a substantial completion walk thru with OWNER and the contractor. A letter will be prepared to document substantial completion.
 - b. **Punchlist & Coordination** – CONSULTANT TEAM will create a Final Acceptance Punchlist based off the substantial completion meeting and coordinate the completion of the punchlist with the contractor and CONSULTANT TEAM's RPR.
 - c. **Final Review** – CONSULTANT TEAM's project manager and RPR, along with OWNER and the Contractor, will review the final construction based off the substantial completion punchlist. A letter will be prepared to document project completion.
 - d. **Document Review** – CONSULTANT TEAM will review that documents have been received for submission of contractor's affidavit of payment. Receive bonds, release of surety, certificates, or other evidence of insurance not previously

submitted and required by the contract documents, including tests and approvals, shop drawings, samples, and the annotated as-builts assembled and submitted by the contractor in accordance with the contract documents to obtain final payment.

5. TASK ORDER ADMINISTRATION

- a. **Project Management** – CONSULTANT TEAM will manage RPR staff to provide uninterrupted personnel assigned to the project, oversee RPR(s) performance and review the work being completed by the RPR(s).
- b. **Consultant's Schedule** – CONSULTANT TEAM will implement the scope of services for this project in accordance with the contractor's construction schedule. It is anticipated that CONSULTANT TEAM will be engaged in services under this Task Order through December 2025.
- c. **Monthly Invoicing** – CONSULTANT TEAM will invoice OWNER for professional services described in the Scope of Services for labor and reimbursable expenses and will invoice only for the efforts expensed to complete the project.

6. ADMINISTRATIVE RESERVE

- a. From time to time the OWNER may have additional tasks related to the project, or additional tasks may be encountered that are not identified in this scope of work or that may be dependent on decisions not yet made ("Additional Services"). This task establishes a management reserve for Additional Services. CONSULTANT TEAM shall not perform any Additional Services unless authorized in writing by the OWNER (including via email). Compensation for Additional Services may be based on CONSULTANT TEAM'S time and material budget agreed to by OWNER and CONSULTANT TEAM.

COMPENSATION – The PRIME CONSULTANT will be compensated for work performed by the CONSULTANT TEAM on a basis of Time and Materials, Not-to-Exceed Without Authorization, as described in the compensation table provided below:

| TASK ORDER FEE | | | | |
|----------------|--------|---------------------------------|------------------|--|
| | Task # | Task | Fee | |
| | 1 | Construction Administration | \$179,600 | |
| | 2 | Construction Observation | \$221,000 | |
| | 3 | Materials Sampling & Testing | \$150,000 | |
| | 4 | Project Close-out | \$50,000 | |
| | 5 | Task Order Administration | \$30,000 | |
| | 6 | Administrative Reserve | \$50,000 | |
| | | Total T&M NTE Budget | \$680,600 | |