

Idaho Transportation Department
Local Professional Services Agreement

Agreement #: 97077

THIS AGREEMENT is made and entered into this _____ day of _____, _____, by and between the CITY OF NAMPA, whose address is 411 Third Street South Nampa, ID 83651, hereinafter called the "Sponsor," and Precision Engineering, LLC, whose address is 1935 N. Belgrave Way, , Eagle, ID, 83616, hereinafter called the "Consultant."

RATIFICATION

The Idaho Transportation Department, representing the Federal Highway Administration on all local federal-aid highway projects, is authorized to ratify all agreements for engineering services entered into between sponsoring local agencies and their retained consultants. All references to State used hereafter shall denote the Idaho Transportation Department.

NOW, THEREFORE, the parties hereby agree as follows:

The work covered by this Agreement is for the following project(s):

<u>Project Name</u>	<u>Project #</u>	<u>Key #</u>
LOCAL, ORR MULTI-USE CITY PATHWAY, NAMPA	A024(337)	24337

SUBCONSULTANTS

The State approves the Consultant's utilization of the following Subconsultants:

Civil Survey Consultants, Inc.
David Evans and Associates, Inc. (DEA)

AGREEMENT ADMINISTRATOR

This Agreement shall be administered by Amanda LaMott, Safety TAP Engineer, LHTAC; (208) 344-0565; or an authorized representative.

DUTIES AND RESPONSIBILITIES OF CONSULTANT

A. DESCRIPTION OF WORK

The Consultant shall provide professional services as outlined in the attachment(s) and as further described herein.

1. The following attachments are made a part of this Agreement:
 - a. **Attachment No. 1L** is the Consultant Agreement Specifications which are applicable to all agreements.
 - b. **Attachment No. 2** is the negotiated Scope of Work, Cost Estimate, and Man-Day Estimate.

In the case of discrepancy, this Agreement shall have precedence over Attachment No. 2, and Attachment No. 2 shall have precedence over Attachment No. 1.

2. Per Diem will be reimbursed at the current approved rates. These rates are listed at <http://itd.idaho.gov/business/?target=consultant-agreements> .

DUTIES AND RESPONSIBILITIES OF SPONSOR AND/OR STATE

The Sponsor and/or State shall provide to the Consultant, upon request, copies of any records or data on hand which are pertinent to the work under the Agreement.

TIME AND NOTICE TO PROCEED

- A. The Consultant shall start work under this Agreement no later than ten (10) calendar days from the receipt of the written notice to proceed with the work. The Consultant shall complete all work by **5/21/2027**.
- B. The Consultant shall remain available to perform additional work for an additional sixty (60) days or until the Agreement is closed out, whichever comes first.

BASIS OF PAYMENT

A. Payment Basis: Cost Plus Fixed Fee

B. Compensation Amount

1. Not-To-Exceed Amount: **\$246,810.00**
2. Additional Services Amount: **\$0.00**
3. Total Agreement Amount: **\$246,810.00**

C. Fixed Fee Amount: **\$22,298.00** (This is included in the Total Agreement Amount.)

D. Approved Overhead Rates for Prime Consultant and Subconsultants

Precision Engineering, LLC	78.01%
Civil Survey Consultants, Inc.	109.04%
David Evans and Associates, Inc. (DEA)	175.38%

- E. Reasonable increases in labor rates during the life of this Agreement will be accepted. Payroll additive rate, general administrative overhead rate, and unit prices are subject to adjustment during the life of this Agreement based on audit and negotiations. If the State approves an adjustment to the overhead rate or unit prices, the Consultant must then submit a written request to the Agreement Administrator requesting use of the approved rate(s) on this agreement. If the new rate(s) are accepted by the Agreement Administrator, they shall apply from the date the written request was made to the Agreement Administrator. An adjustment shall not change the Non-To-Exceed amount of the Agreement. For projects of duration greater than two years, the Not-To-Exceed amount may be negotiated. In no case will rates be adjusted more than once per agreement year.
- F. Professional Services Authorization and Invoice Summary (Authorization) No. 1 is issued in the amount of **\$100,000.00** to begin the work of this Agreement. The remaining amount will be issued by consecutive Authorizations.

An additional services amount may be included in this Agreement. If so, the Sponsor will determine if additional services is required beyond the services outlined in Attachment No. 2. When additional services are required, the additional services amount of the Agreement will be utilized, and a subsequent Authorization will be issued.

Statutory Certifications. Precision Engineering, LLC. hereby certifies that it is not owned or operated by the Government of China, as defined in Idaho Code Section 67-2359, and that during the Term of this Agreement it will not be owned or operated by the Government of China. Precision Engineering, LLC., hereby certifies that it is not currently engaged in, and during the Term of this Agreement will not engage in, a boycott of goods and services from Israel or territories under its control as defined in Idaho Code Section 67-2346. Precision Engineering, LLC., hereby certifies that it is not currently engaged in, and will not for the Term of this Agreement, boycott any individual or company because that individual or company: a) engages in or supports the exploration, production, utilization, transportation, sale, or manufacture of fossil fuel-based energy, timber, minerals, hydroelectric power, nuclear energy or agriculture or b) engages in or supports the manufacture, distribution, sale or use of firearms (as firearm is defined in Idaho Code section 18-3302(2)(d)) as the forgoing terms in this sentence are defined in Idaho Code Section 67-2347A.

IN WITNESS WHEREOF, the Parties hereto have set their hands on the day and year in this Agreement first written above.

PRECISION ENGINEERING, LLC

Consultant

By:  _____

Title: Principal Engineer

CITY OF NAMPA

Local Sponsor

By: _____

Title: _____

**IDAHO TRANSPORTATION
DEPARTMENT**

By: _____

Title: _____

ATTACHMENT NO. 1L

CONSULTANT AGREEMENT SPECIFICATIONS

These specifications supplement Local Professional Services Agreements and shall be attached to said Agreements.

A. DEFINITIONS

1. **Administrator:** Person directly responsible for administering the Professional Services Agreement (Agreement) on behalf of the Local Public Agency.
2. **Combined Overhead:** The sum of the payroll additives and general administrative overhead expressed as a percent of the direct labor cost.
3. **Cost:** Cost is the sum of the hourly charge out rate and other direct costs.
4. **Cost Plus Fixed Fee:** Cost Plus Fixed Fee is the sum of the payroll costs, combined overhead, and other direct costs, plus the fixed fee.
5. **CPM:** Critical Path Scheduling. The CPM will list work tasks, their durations, milestones and their dates, and State/Local review periods.
6. **Fixed Fee:** A dollar amount established to cover the Consultant's profit and business expenses not allocable to overhead. The fixed fee is based on a negotiated percent of direct labor cost and combined overhead and shall take into account the size, complexity, duration, and degree of risk involved in the work. The fee is "fixed," i.e. it does not change. If extra work is authorized, an additional fixed fee can be negotiated, if appropriate.
7. **General Administrative Overhead (Indirect Expenses):** The allowable overhead (indirect expenses) expressed as a percent of the direct labor cost.
8. **Hourly Charge Out Rate:** The negotiated hourly rate to be paid to the Consultant which includes all overhead for time worked directly on the project.
9. **Incentive/Disincentive Clause:** Allows for the increase or decrease of total Agreement amount paid based on factors established in the Agreement. Normally, these factors will be completion time and completion under budget.
10. **Lump Sum:** An agreed upon total amount, that will constitute full payment for all work described in the Agreement.
11. **Milestones:** Negotiated portions of projects to be completed within the negotiated time frame. Normally the time frame will be negotiated as a calendar date, but it could also be "working" or "calendar" days. As many milestones as the Consultant and the State/Sponsor believe necessary for the satisfactory completion of the Agreement will be negotiated.
12. **Not-To-Exceed Amount:** The Agreement amount is considered to be a Not-to-Exceed amount, which amount shall be the maximum amount payable and shall not be exceeded unless adjusted by a Supplemental Agreement.
13. **Other Direct Costs:** The out-of-pocket costs and expenses directly related to the project that are not a part of the normal company overhead expense.
14. **Payroll Additives:** All payroll additives allocable to payroll costs such as FICA, State Unemployment Compensation, Federal Unemployment Compensation, Group Insurance, Workmen's Compensation, Holiday, Vacation, and Sick Leave. The payroll additive is expressed as a percent of the direct labor cost.

15. **Payroll Costs (Direct Labor Cost):** The actual salaries paid to personnel for the time worked directly on the project. Payroll costs are referred to as direct labor cost.
16. **Per Diem Rates:** Per Diem will be reimbursed at actual cost. However, reimbursements shall not exceed the current approved rates. The current rates are listed on the following Web site: <http://itd.idaho.gov/business/?target=consultant-agreements> .
17. **Standard of Care:** The level or quality of service ordinarily provided by normally competent practitioners of good standing in that field, contemporaneously providing similar services in the same locality and under the same circumstances.
18. **State:** Normally "State" refers to the Idaho Transportation Department.
19. **Sponsor:** The "Sponsor" refers to the local public agency.
20. **Unit Prices:** The allowable charge out rate for units or items directly related to the project that are not a part of the normal overhead expense.

NOTE: All cost accounting procedures, definitions of terms, payroll cost, payroll additives, general administrative overhead, direct cost, and fixed fee shall comply with Federal Acquisition Regulations, 48 CFR, Part 31, and be supported by audit accepted by the State.

B. STANDARDS OF PERFORMANCE

Except as otherwise specifically provided for in the Consultant's Scope of Work, the Consultant agrees that all work performed under the Agreement will be performed in accordance with Idaho Transportation Department Standards and other appropriate standards with generally acceptable standard of care. When the work is of a nature that requires checking, the checking shall be performed by a qualified person other than the one who performed the work.

C. AGREEMENT ADMINISTRATOR

The Agreement Administrator will administer the Agreement for performance and payment, and will decide all questions which may arise as to quality and acceptability of the work, rate of progress, definition of work to be performed, completion of milestones, and acceptable fulfillment of the Agreement. The Consultant shall address all correspondence, make all requests, and deliver all documents to the Administrator. The Administrator shall be responsible for the timely coordination of all reviews performed by the State or their representatives.

D. PERSONNEL

The Consultant shall provide adequate staff of experienced personnel or Subconsultants capable of and devoted to the successful accomplishment of work to be performed under the Agreement. The specific individuals or Subconsultants listed in this Agreement, including Project Manager, shall be subject to approval by the State and shall not be removed or replaced without the prior written approval of ITD. Replacement personnel submitted for approval must have qualifications, experience and expertise at least equal to those listed in the proposal.

E. SUBCONSULTANTS

The Consultant shall have sole responsibility for the management, direction, and control of each Subconsultant and shall be responsible and liable to the Sponsor for the satisfactory performance and quality of work performed by Subconsultants under the terms and conditions of this Agreement. The Consultant shall include all the applicable terms and conditions of this Agreement in each Subconsultant Agreement between the Consultant and Subconsultant, and provide the State with a copy of each Subconsultant Agreement prior to the Subconsultant beginning work. No other Subconsultant shall be used by the Consultant without prior written consent by the State.

F. PROFESSIONAL SERVICES AUTHORIZATION

1. A written PROFESSIONAL SERVICES AUTHORIZATION (PSA) will be issued by the State to authorize the Consultant to proceed with a specific portion of the work under this Agreement. The number of PSAs required to accomplish all the work under this Agreement is one to several. Each PSA will authorize a maximum dollar amount and specify the milestone(s) for which the PSA represents. The Sponsor assumes no obligation of any kind for expenses incurred by the Consultant prior to the issuance of the PSA; for any expenses incurred by the Consultant for services performed outside the work authorized by the PSA; and for any dollar amount greater than authorized by the PSA.
2. The Consultant's work of this Agreement will be divided into milestones, each governed by a separate PSA. It is not necessary for a PSA to be completed prior to the issuance of the next PSA. The Consultant shall not perform work which has not been authorized by a PSA. When the money authorized by a PSA is nearly exhausted, the Consultant shall inform the Administrator and shall identify the need for additional authorization via issuance of the next PSA. The Administrator must concur with the Consultant prior to the issuance of the next PSA.
3. The Agreement is lump sum, unit cost, or cost plus fixed fee amount as indicated in this Agreement and may include an Additional Services amount for possible extra work not contemplated in the original scope of work. For the Consultant to receive payment for any work under the Additional Services Amount of this Agreement, said work must be authorized and performed under a PSA issued by the State specifically for the extra work. Should the Sponsor request that the Consultant perform additional services, the scope of work and method of payment will be negotiated. The basis of payment for additional work will be set up either as a Lump Sum or Cost Plus Fixed Fee.

G. PROJECT SCHEDULING

All negotiated agreements shall be accompanied by a critical path method schedule (CPM Schedule). The CPM Schedule will list the work tasks for the Agreement, their duration, negotiated milestones and their completion dates, including State/Local review periods. The format of this schedule shall be agreed on prior to signing the Agreement.

Along with the monthly progress report, the Consultant shall provide monthly CPM Schedule updates to the Agreement Administrator for approval. The CPM schedule shall show project percent completed on each task.

H. MONTHLY PROGRESS REPORT

The Consultant shall submit to the State a monthly progress report on Form ITD-771, as furnished by the State. When no work will be performed for a period of time, this requirement can be waived by written notice from the Agreement Administrator. However, at such time as work re-commences, the monthly progress reports shall resume.

The Consultant shall provide monthly progress schedule (CPM) updates to the Agreement Administrator.

The monthly progress report and schedule update will be submitted by the tenth of each month following the month being reported or as otherwise agreed to in the approved scope of work.

The Agreement Administrator will review the progress report and submit approved invoices for payment within two weeks of receiving the invoice, the associated monthly report and the schedule update.

Each progress report shall list invoices by PSA number and reference milestones.

I. PROGRESS AND FINAL PAYMENTS

1. Progress payments will be made once a month for services performed which qualify for payment under the terms and conditions of the Agreement. Such payment will be made based on invoices submitted by the Consultant in the format required by the State. The monthly invoice shall be submitted no later than the tenth of each month following the month being invoiced.

Lump Sum

Progress payments will be made based on a percentage of the work or milestones satisfactorily completed.

Cost Plus Fixed Fee

The Consultant shall submit a breakdown of costs by each item of work on the monthly invoice, and shall show the percent complete of each item of work, each milestone and percent complete of the entire Agreement. Progress payments will be made based on the invoice cost less the fixed fee for the work satisfactorily completed for each invoicing period. Said payment shall not exceed the percent complete of the entire Agreement. Upon satisfactory completion of each milestone, full payment for all approved work performed for that milestone will be made, including Fixed Fee.

Cost

The Consultant shall submit a breakdown of costs by each item of work on the monthly invoice, and shall show the percent complete of each item of work and percent complete of the entire Agreement. Progress payments will be made based on the invoiced cost for the work satisfactorily completed for each item of work. Said payment shall not exceed the percent complete of the entire Agreement.

Direct expenses will be reimbursed at actual cost, not to exceed the current approved rates as identified at <http://itd.idaho.gov/business/?target=consultant-agreements> .

For "Cost Plus Fixed Fee" and "Cost" agreements, invoices must include backup documentation to support expenditures as appropriate, and as requested by the Agreement Administrator. Such support may consist of copies of time sheets or cost accounting system print-out of employee time, and receipts for direct expenses.

2. The Sponsor will make full payment for the value of the services performed which qualify for payment. This full payment will apply until 95 percent of the work under each Project Agreement PSA or Supplemental Agreement has been completed. No further progress payments will be made until all work under the Agreement has been satisfactorily accomplished and accepted by the Sponsor. If at any time, the Sponsor determines that the work is not progressing in a satisfactory manner, further payments may be suspended or withheld for sums that are deemed appropriate for unsatisfactory services.
3. Final payment of all amounts retained shall be due 60 days after all work under the Agreement has been completed by the Consultant and accepted by the Sponsor. Such final payment will not be made until satisfactory evidence by affidavit is submitted to the State that all indebtedness incurred by the Consultant on this project has been fully satisfied.
4. Agreements which include an incentive/disincentive clause will normally have the clause applied only to the completion of the BID OPENING milestone. If the project is deemed by the Sponsor to be ready for advertisement, but advertisement is postponed at no fault of the Consultant, any incentive earned will be paid.
5. Payments to Subconsultants

The Consultant shall pay each subconsultant for satisfactory performance of its contract items no later than twenty (20) calendar days from receipt of each payment the Consultant receives from the State under this Agreement, in accordance with 49 CFR, Part 26. The Consultant shall return retainage payments to each subconsultant within twenty (20) calendar days after the subconsultant's work is satisfactorily completed. The Consultant will verify that payment or retainage has been released to the subconsultant or suppliers within the specified time for each partial payment or partial acceptance by the Department through entries in the Department's online diversity tracking system during the corresponding monthly audits.

Prompt payment will be monitored and enforced through the Consultant's reporting of monthly payments to its subconsultants and suppliers in the online diversity tracking system. Subconsultants, including lower tier subconsultants, suppliers, or both, will confirm the timeliness and the payment

amounts received utilizing the online diversity tracking system. Discrepancies will be investigated by the Contract Compliance Officer and the Contract Administrator. Payments to the subconsultants, including lower tier subconsultants, and including retainage release after the subconsultant or lower tier subconsultant's work has been accepted, will be reported monthly by the Consultant or the subconsultant.

The Consultant will ensure its subconsultants, including lower tier subconsultants, and suppliers meet these requirements.

J. MISCELLANEOUS PROVISIONS

1. COVENANT AGAINST CONTINGENT FEES

a. The Consultant warrants that they have not:

Employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person to solicit or secure this Agreement, other than a bona fide employee of the firm;

agreed, as an expressed or implied condition for obtaining this Agreement, to employ or retain the services of any firm or person in connection with carrying out this Agreement, or;

paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee of the firm) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out the Agreement.

b. The Sponsor warrants that the above Consultant or its representative has not been required, directly or indirectly as an expressed or implied condition in connection with obtaining or carrying out this Agreement.

Employ or retain, or agree to employ or retain, any firm or person, or; pay, or agree to pay to any firm, person or organization, any fee, contribution, donation or consideration of any kind.

2. PROHIBITION AGAINST HIRING PERSONNEL AND WORKING FOR CONTRACTOR

In compliance with the Code of Federal Regulations, (23 CFR, Section 1.33, Conflict of Interest), the Consultant agrees that no one in their employ will work on a part time basis under this Agreement while also in the full-time employ of any Federal Agency, the State, or the Sponsor, without the written consent of the public employer of such person. The Consultant agrees that no one in their employ under any circumstances shall perform any services for the contractor on the construction of this project.

3. CHANGES IN WORK

All changes in work shall conform to one or more of the following conditions and in no instance shall such change in work be undertaken without written order or written approval of the Sponsor.

- a. Increase in the work required by the Sponsor due to unforeseen circumstances.
- b. Revision in the work required by the Sponsor subsequent to acceptance of such work at the appropriate conference or after revision of such work as outlined at said conference.
- c. Items of work which are beyond the scope of intent of this Agreement and pre-approved by the Sponsor.
- d. Reduction in the work required by the Sponsor due to unforeseen circumstances.

An increase in compensation will be considered when Department Design Standards or expectations have changed from the time of negotiation.

Adjustment in compensation for either an increase or reduction in work shall be on a negotiated basis arrived at by mutual agreement between the Sponsor and the Consultant. During such

negotiations the Sponsor may examine the documented payrolls, transportation and subsistence costs paid employees actively engaged in the performance of a similar item or items of work on the project, and by estimated overhead and profit from such similar items or items of work.

Said mutual agreement for a negotiated increase or reduction in compensation shall be determined prior to commencement of operations for an increase in a specific item or items of work. In the case of Sponsor order for nonperformance, a reduction in the specific item or items of work will be made as soon as circumstances permit. In the event that a mutual agreement is not reached in negotiations for an increase in work, the Sponsor will use other methods to perform such item or items of work.

The mutually agreed amount shall be covered by a Supplemental Agreement and shall be added to or subtracted from the total amount of the original Agreement.

Adjustment of time to complete the work as may pertain to an increase or a reduction in the work shall be arrived at by mutual agreement of the Sponsor and the Consultant after study of the change in scope of the work.

4. DELAYS AND EXTENSIONS

Time adjustment may occur when the negotiated scope of work is increased or reduced through mutual agreement of the State and the Consultant.

Extensions of time may be granted for the following reasons:

- a) Delays in major portions of the work caused by excessive time used in processing of submittals, delays caused by the State, or other similar items which are beyond the control of the Consultant.
- b) Additional work ordered in writing by the Sponsor.
- c) Department Design Standards have changed or expectations have changed from the time of negotiation.

5. TERMINATION

The Sponsor may terminate or abandon this Agreement at any time, without further obligation, upon giving notice of termination as hereinafter provided, for any of the following reasons:

- a. Evidence that progress is being delayed consistently below the progress required in the current approved CPM Schedule.
- b. Continued submission of sub-standard work.
- c. Violation of any of the terms or conditions set forth in the Agreement, other than for the reasons set forth in a. and b. above.
- d. At the convenience of the Sponsor.

Prior to giving notice of termination for the reasons set forth in a through c above, the Sponsor shall notify the Consultant in writing of any deficiencies or default in performance of the terms of this Agreement, and Consultant shall have ten (10) days thereafter in which to correct or remedy such default or deficiency. Upon their failure to do so within said ten (10) days, or for the reasons set forth in c above, such notice of termination in writing shall be given by the Sponsor. Upon receipt of said notice the Consultant shall immediately discontinue all work and service unless directed otherwise, and shall transfer all documents pertaining to the work and services covered under this Agreement, to the Sponsor. Upon receipt by the Sponsor of said documents, payment shall be made to Consultant as provided herein for all acceptable work and services.

6. DISPUTES

Should any dispute arise as to performance or abnormal conditions affecting the work, such dispute shall be referred to the Sponsor and the Director of the Idaho Transportation Department or his duly authorized representative(s) for determination.

Such determination shall be final and conclusive unless, within thirty (30) days of receipt of the decision Consultant files for mediation or arbitration. Consultant agrees that any mediation or arbitration hearing shall be conducted in Boise, Idaho. Consultant and Sponsor agree to be bound by the mediation agreement or the decision of the arbitration. Expenses incurred due to the mediation or arbitration will be shared equally by the Consultant and the Sponsor.

7. ACCEPTANCE OF WORK

- a. The Consultant represents that all work submitted shall be in accordance with generally accepted professional practices and shall meet tolerances of accuracy required by State practices and procedures.
- b. Acceptance of work will occur at phases appropriate to the terms of the Agreement and level of detail required by the State in its project development procedures.
- c. It is understood by the Consultant that the Sponsor is relying upon the professional expertise and ability of the Consultant in performance of the Agreement. Any examination of the Consultant's work product by the State/Sponsor will not be considered acceptance or approval of the work product which would relieve the Consultant for any liability or expense. Consultant is solely responsible for the propriety and integrity of its work product.

Acceptance or approval of any portion of Consultant's work product by the Sponsor for payment, partial or final, shall not constitute a waiver of any rights the Sponsor may have against the Consultant. If due to errors, omissions and negligent acts by the Consultant, or its Subconsultants, agents or employees, in its work product, the Consultant shall make corrections to its work product at no expense to the Sponsor. The Consultant shall respond to the Sponsor's notice of any error or omission within twenty-four hours of receipt, and give immediate attention to any corrections to minimize any delay to the construction contract. This may include, if directed by the Sponsor, visits to the site of the work.

If the Consultant discovers errors or omissions in its work product, it shall notify the State within seven days of discovery. Failure of the Consultant to notify the State shall be grounds for termination of the Agreement.

The Consultant's liability for damages incurred by the Sponsor due to negligent acts, errors or omissions by the Consultant in its work product shall be borne by the Consultant. Increased construction costs resulting from errors, omissions or negligence in Consultant's work product shall not be the Consultant's responsibility unless the additional construction costs were the result of gross negligence of the Consultant.

8. OWNERSHIP OF DOCUMENTS

All material acquired or produced by the Consultant in conjunction with the preparation of the plans, study, or report, shall become the property of, and be delivered to, the Sponsor without restrictions or limitations of their further use. Any use of these materials by the Sponsor for purposes other than intended under this agreement shall be at the risk of the Sponsor. The Consultant has the right to make and retain copies of all data and documents for project files. Documents provided to the State may be public records under the Public Records Act §§ 74-101 through 74-126 and Idaho Code §§ 9-338 *et seq*, and thus subject to public disclosure unless excepted by the laws of the state of Idaho, otherwise ordered by the courts of the state of Idaho, and/or otherwise protected by relevant state and/or federal law.

9. AERIAL PHOTOGRAPHY

After aerial photography has been flown, processed and checked for coverage, the negatives shall be sent to the State at the address indicated on the Agreement for evaluation, labeling, and prints or diapositives as needed by the District and the Consultant. The negatives shall become the property of the State. Along with the negatives, the Consultant shall also deliver the Report of Calibration for the aerial camera used for the aerial photography, the flight maps, and the flight log. Once complete, a copy of the mapping shall be placed on a CD-ROM and sent to the address specified in the Agreement.

10. CADD SPECIFICATIONS

Two copies of all drawings shall be furnished to the Department upon completion of the contract. One copy shall be a durable reproduction of the drawing stamped and signed by the Engineer. An electronic stamp is acceptable, provided it is registered and approved with the Board of Professional Engineers and Land Surveyors. Roadway plans shall be furnished on 11" x 17" sheets. Structures plans shall be furnished on 22" x 34" sheets. The other copy shall be an electronic drawing file in a MicroStation .DGN file format. Electronic files shall be delivered in one of the following:

- a. Placed within ITD's ProjectWise DataSource (See CADD Manual for proper locations for file storage)
- b. Standard CD/DVD-ROM Format

Files shall be developed with MicroStation software, SS4 Version 8.11X or higher; or converted to the MicroStation .DGN file format with all conversion errors corrected prior to delivery. If the consultant elects to convert files from other CADD software to the .DGN format, the consultant may be required at various times during the contract period to provide proof that all conversion errors can be corrected.

Refer to the CADD Manual for a complete set of CADD Standards. The manual is available at the following website: <http://apps.itd.idaho.gov/apps/manuals/manualsonline.html> .

11. GEOTECHNICAL AND MATERIALS WORK

If geotechnical and materials work is required under this Agreement, the Consultant must ensure that any Subconsultant performing geotechnical and materials work be involved in the final design review. This does not mean that the geotechnical and materials Subconsultant must attend the actual final design review meeting, but does mean that the Subconsultant, will at a minimum, participate in the final design plans and proposal review to assure that all geotechnical and materials recommendations/issues it raised concerning the project have been addressed, or notify the Consultant of any outstanding issues.

12. HIGHWAY CONSTRUCTION ESTIMATING PROGRAM

The Idaho Transportation Department has adopted the Trns.Port Estimator™ Highway Construction Cost Estimation software package as the standard for developing all highway construction cost estimates. Consultants who prepare PS&E (Plans, Specifications and Estimate) packages for submittal to ITD are required to use Estimator. Further information is available at the following Web Site: <http://itd.idaho.gov/business/?target=consultant-agreements> .

13. INDEMNITY

- a. Concerning claims of third parties, the Consultant shall indemnify, and hold harmless and defend the Sponsor from any and all damages of and against any and all suits, actions, claims or losses of every kind, nature and description, including costs, expenses and reasonable attorney fees that may be incurred by reason of any negligent act, error or omission of the Consultant in the prosecution of the work which is the subject of this Agreement.
- b. Concerning claims of the Sponsor, the Consultant shall assume the liability and responsibility for negligent acts, errors or omissions caused by the Consultant or a Subconsultant or their agents or employees to the design, preparation of plans and/or specifications, or other assignments completed under this Agreement, to the standards accepted at the time of the Final Design Review, other established review periods.
- c. Notwithstanding any other provision of this Agreement, the Consultant shall not be responsible for claims arising from the willful misconduct or negligent acts, errors, or omissions of the Sponsor for contamination of the project site which pre-exist the date of this Agreement or subsequent Task Authorizations. Pre-existing contamination shall include but not be limited to any contamination or the potential for contamination, or any risk to impairment of health related to the presence of hazardous materials or substances.

14. INSURANCE

The Consultant, certifying it is an independent contractor licensed in the State of Idaho, shall acquire and maintain commercial general liability insurance in the amount of \$1,000,000.00 per occurrence, professional liability insurance in the amount of \$1,000,000.00, and worker compensation insurance in accordance with Idaho Law.

The professional liability insurance coverage shall remain in force and effect for a minimum of one (1) year after acceptance of the construction project by the State (if applicable), otherwise for one (1) year after acceptance of the work by the State.

Regarding workers' compensation insurance, the Consultant must provide either a certificate of workers' compensation insurance issued by an insurance company licensed to write workers' compensation insurance in the State of Idaho as evidence that the Consultant has a current Idaho workers' compensation insurance policy in effect, or an extraterritorial certificate approved by the Idaho Industrial Commission from a state that has a current reciprocity agreement with the Idaho Industrial Commission.

The Consultant shall provide the State with certificates of insurance within ten (10) days of the Notice to Proceed.

15. ENDORSEMENT BY ENGINEER, ARCHITECT, LAND SURVEYOR, AND GEOLOGIST

Where applicable, the Professional Engineer, Architect, Land Surveyor, or Geologist in direct charge of the work or portion of work shall endorse the same. All plans, specifications, cost summaries, and reports shall be endorsed with the registration seal, signature, and date of the Idaho professional in direct charge of the work. In addition, the firm's legal name and address shall be clearly stamped or lettered on the tracing of each sheet of the plans. This endorsement certifies design responsibility in conformance with Idaho Code, ITD's Design Manual, and acceptance of responsibility for all necessary revisions and correction of any errors or omissions in the project plans, specifications and reports relative to the project at no additional cost to the State based on a reasonable understanding of the project at the time of negotiation.

16. LEGAL COMPLIANCE

The Consultant at all times shall, as a professional, observe and comply with all Federal, State and local laws, by-laws, safety laws, and any and all codes, ordinances and regulations affecting the work in any manner and in accordance with the general standard of care. The Consultant agrees that any recourse to legal action pursuant to this agreement shall be brought in the District Court of the State of Idaho, situated in Ada County, Idaho.

17. SUBLETTING

The services to be performed under this Agreement shall not be assigned, sublet, or transferred except by written consent of the Sponsor. Written consent to sublet, transfer or assign any portions of the work shall not be construed to relieve the Consultant of any responsibility for the fulfillment of this Agreement or any portion thereof.

18. PERMITS AND LICENSES

The Consultant shall procure all permits and licenses, pay all charges, fees, and taxes and give all notices necessary and incidental to the due and lawful prosecution of the work.

19. PATENTS AND COPYRIGHTS

The Consultant shall hold and save the Sponsor and its agents harmless from any and all claims for infringement by reason of the use of any patented design, device, material process, trademark, and copyright.

20. NONDISCRIMINATION ASSURANCES

1050.20 Appendix A:

During the performance of work covered by this Agreement, the Consultant for themselves, their assignees and successors in interest agree as follows:

1. **Compliance With Regulations.** The Consultant shall comply with all regulations of the United States Department of Transportation relative to Civil Rights, with specific reference to Title 49 CFR Part 21, Title VI of the Civil Rights Act of 1964 as amended, and Title 23 CFR Part 230 as stated in the ITD EEO Special Provisions and Title 49 CFR Part 26 as stated in the appropriate ITD DBE Special Provisions. <http://apps.itd.idaho.gov/apps/ocr/index.aspx>
2. **Nondiscrimination.** The Consultant, with regard to the work performed by them during the term of this Agreement, shall not in any way discriminate against any employee or applicant for employment; subcontractor or solicitations for subcontract including procurement of materials and equipment; or any other individual or firm providing or proposing services based on race, color, sex, national origin, age, disability, limited English proficiency or economic status.
3. **Solicitations for Subcontracts, Including Procurement of Materials and Equipment.** In all solicitations, either by bidding or negotiation, made by the Consultant for work or services performed under subcontract, including procurement of materials and equipment, each potential subcontractor or supplier shall be made aware by the Consultant of the obligations of this Agreement and to the Civil Rights requirements based on race, color, sex, national origin, age, disability, limited English proficiency or economic status.
4. **Information and Reports.** The Consultant shall provide all information and reports required by regulations and/or directives and sources of information, and their facilities as may be determined by the State or the appropriate Federal Agency. The Consultant will be required to retain all records for a period of three (3) years after the final payment is made under the Agreement.
5. **Sanctions for Noncompliance.** In the event the Consultant or a Subconsultant is in noncompliance with the EEO Special Provisions, the State shall impose such sanctions as it or the appropriate Federal Agency may determine to be appropriate, including, but not limited to:
 - Withholding of payments to the Consultant until they have achieved compliance;
 - Suspension of the agreement, in whole or in part, until the Consultant or Subconsultant is found to be in compliance, with no progress payment being made during this time and no time extension made;
 - Cancellation, termination or suspension of the Agreement, in whole or in part;
 - Assess against the Consultant's final payment on this Agreement or any progress payments on current or future Idaho Federal-aid Projects an administrative remedy by reducing the final payment or future progress payments in an amount equal to 10% of this agreement or \$7,700, whichever is less.
6. **Incorporation of Provisions.** The Consultant will include the provisions of paragraphs 1 through 5 above in every subcontract of \$10,000 or more, to include procurement of materials and leases of equipment unless exempt by the Acts, the Regulations, and directives pursuant thereto. The Consultant will take such action with respect to any subcontract or procurement as the State or the appropriate Federal Agency may direct as a means of enforcing such provisions, including sanctions for noncompliance. Provided, that if the Consultant becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Consultant may request the State to enter into any litigation to protect the interest of the State. In addition, the Consultant may request the United States to enter into the litigation to protect the interests of the United States.

1050.20 Appendix E

During the performance of this contract, the Consultant, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with all non-discrimination statutes and authorities; including but not limited to:

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 4 71, Section 4 7123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U .S.C. 1681 et seq).

21. INSPECTION OF COST RECORDS

The Consultant shall maintain all books, documents, papers, accounting records and other evidence pertaining to costs incurred on the project. They shall make such data available for inspection, and audit, by duly authorized personnel, at reasonable times during the life of this Agreement, and for a period of three (3) years subsequent to date of final payment under this Agreement, unless an audit has been announced or is underway; in that instance, records must be maintained until the audit is completed and any findings have been resolved. Failure to provide access to records may affect payment and may constitute a breach of contract.

22. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

By signing this document the Consultant certifies to the best of his knowledge and belief that except as noted on an attached Exception, the company or its subcontractors, material suppliers, vendors or other lower tier participants on this project:

- a. Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency;
- b. have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records making false statements, or receiving stolen property;
- c. are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and
- d. have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

NOTE: Exceptions will not necessarily result in denial of award, but will be considered in determining Consultant responsibility. For any exception noted, indicate to whom it applies, initiating agency and dates of action. Providing false information may result in criminal prosecution or administrative sanctions.

23. CERTIFICATION CONCERNING LOBBYING ACTIVITIES

By signing this document, the Consultant certifies to the best of their knowledge and belief that:

- a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement.
- b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

The Consultant also agrees that he or she shall require that the language of this certification shall be included in all lower tier subcontracts, which exceed \$100,000, and that all such sub-recipients shall certify and disclose accordingly.

24. EMPLOYEE ELIGIBILITY

The Consultant warrants and takes the steps to verify that it does not knowingly hire or engage persons not authorized to work in the United States; and that any misrepresentation in this regard or any employment of person not authorized to work in the United States constitutes a material breach and shall be cause for the imposition of monetary penalties up to five percent (5%) of the contract price, per violation, and/or termination of its contract.



Uhtact2

Scope of Work

Orr Multi-Use City Pathway, Nampa

PROJECT No. A024(337)

KEY No. 24337

PRECISION ENGINEERING, LLC

Project Manager: Joel Grounds, P.E., PTOE

Phone: 208-938-1695

Email: joel@precisionengineeringllc.com

October 10, 2024

PROJECT UNDERSTANDING

Provide pathway connectivity from the exiting Edwards Pathway to the north, following the Orr Drain and connection to a portion of pathway already constructed along the Orr Drain, and continuing from an additional mile to connect to the Wilson Drain and future pathway in the City of Nampa.

PROPOSED IMPROVEMENTS

The following are the anticipated project improvements.

- Construct new 8-ft to 12-ft wide asphalt pathway along the Orr Drain from the Edwards Pathway to north limits of the Roosevelt Park, approximate 4,500-ft of pathway improvements.
- Traffic control will be minimal and consist of shoulder closures and lane shifts to accommodate the construction of the pathways.
- Construct a pedestrian crossing over Edwards Drain, type to be determined, this scope of work assumes a pipe or precast box.
- Existing public utilities located within the project limits will be relocated or adjusted as necessary to accommodate the proposed improvements, at utility company expense.
- Work with Nampa-Meridian Irrigation District (NMID), addressing NMID requirements for pathways, bridges, maintenance, etc. within their property limits and/or easements.
- Work with City Staff and legal in preparing an agreement with NMID to ensure compatibility between pathway construction/maintenance and NMID maintenance obligations.
- Assist City Staff and legal in preparing an agreement with all adjacent HOAs, likely in the form of a permanent easement for pathway construction and maintenance for the following HOAs:
 - Creekside
 - Meadow Creek
 - Meadowcrest
 - Roosevelt Park

PROJECT ASSUMPTIONS

- Precision Engineering (Precision) is not expected to furnish any legal advice, directives or documents pertaining to NMID and the HOAs during the course of this project preparation. Precision's role primarily involves providing displays, responding to inquiries, and offering general engineering services in a supportive capacity.
- This project will be limited to constructing the pathway along the Orr Drain and all work will be completed outside the public ROW and contained within the HOA and NMID property limits and/or easements.
- It is assumed pathway easements will be limited to preparing permanent and temporary easements for construction of the pathways. To minimize cost, Precision will not develop ITD level right-of-way plans and will instead provide accompanying easement displays with aerial background showing the individual parcels and the proposed improvements along with the legal descriptions.

- It is assumed the existing storm drain facilities will be perpetuated, as such storm drain design is not included in this scope of work.
- LHTAC will complete the environmental documentation for this project with assistance from DEA and Associates for the Cultural Resource review.
- Construction plans will be developed to ITD's standards utilizing a 1"=40' scale for the plan sheets, utilizing AutoCad as approved by the City.
- English units will be used for this project.
- All deliverables will be submitted in pdf format.
- Grade books will not be required.
- A design study report will not be completed and is not included in this scope of work.
- All referencing of the ISPWC manual or any non-Idaho Transportation Department specification, manual, drawings will be fully incorporated within the bid documents, no referencing will be allowed.
- Precision will coordinate with Digline to request facility maps for each utility company. Review plans will be distributed by Precision to utilities for review of their facilities along with waivers.
- In an effort to minimize design expense a formal Preliminary Design Submittal will not be completed for this project, but an informal design review submittal will be prepared at approximately 30% design "over the shoulder" level of design review to ensure the design is on track with the purpose and need.
- LHTAC has completed the ITD 0332, Infrastructure Project Charter Template and will not be required.

Additional Services

The following two tasks may be required as the design progresses, but the need and level of effort are unknown at the time of scoping. In our discussions with LHTAC, the manhour estimate will also have an estimated cost for each task. In the event a task is required a scope of work and manhour breakdown will be developed at that time and prior to beginning work.

- **Structural and Geotechnical Design:** It is anticipated an instream structure will be utilized for the Edwards Drain crossing (pipe or precast box culvert). In the event a pedestrian bridge is required, it is assumed a prefabricated structure would be utilized and would require Geotechnical and Structure design.

PROJECT DEVELOPMENT

This is a Federally funded Project, sponsored by the City of Nampa and will be completed as an Abbreviated Project and will follow the Abbreviated Project Development Procedures, Section 315.17 of the ITD Design Manual and the LHTAC design process. The project will consist of the following tasks.

PROJECT SCOPE OF WORK

This section provides a description of the level of effort and deliverables associated with each task to complete the Scope of Work.

TASK 1 PROJECT MANAGEMENT

This task consists of general project coordination with the City and LHTAC throughout the project and preparation of monthly invoices.

Task 1.1 Project Coordination

This task will include progress meetings, informal reviews and general coordination with the City and LHTAC staff and Subconsultants as required during the project. This scope of work assumes two, 1-hour meetings in addition to the preliminary and final design meeting. The deliverables for the meetings will be to prepare and submit meeting minutes within three days following the meeting.

Task 1.2 Prepare Monthly Invoices

Monthly invoices will include the ITD 771 – Monthly Progress Report, the current Professional Service Authorization (PSA), Monthly Status Form, updated milestones and a cover letter summarizing the work progress and budget status as depicted on the monthly schedule, backup/supporting documentation and percent complete.

Task 1.3 HOA and NMID Support

Precision will provide support to the City of Nampa and LHTAC for the duration of this project in the effort of obtaining agreements with the HOAs and NMID. This task will include preparing displays, attending meetings, and providing information as needed for the City to complete the legal documentation to obtain the agreements.

TASK 2 PUBLIC INVOLVEMENT

Task 2.1 Precision will complete the on-line public involvement utilizing StoryMap to be held after approval of the Preliminary Display to inform the general public of the proposed pathway improvements. Precision will prepare the exhibits, a questionnaire in SurveyMonkey, host the StoryMap, prepare the post card mailer and prepare a comment summary. The City will be responsible for printing, postage and sending out the postcard notification material.

TASK 3 FIELD SURVEY (Civil Survey Consultants)

Task 3.1 Civil Survey Consultants shall coordinate all work with the City and Precision Engineering. Meetings will be held as necessary to discuss and resolve survey issues that may arise.

The pathway and right-of-way mapping limits consist of a corridor approximately 30-foot wide, centered on:

- Along the buried Orr Drain from South Fork Park (adjacent to W. Iowa Avenue) southward to the Edwards Drain; approximately 1500-ft.

- Along the Orr Drain from Roosevelt Ave along the east side of the City park to Lake Lowell Avenue, approximately 3000-ft.
- Along Roosevelt Ave west for approximately 700-ft and then north for approximately 500-ft.

Additional survey width may be required to identify property features (i.e. fence lines) along project corridor. Features will be surveyed up to fence lines where feasible and relevant to the project.

Apparent breaklines and spot locations will be surveyed to include in the overall site DTM, from which cross-sections can be extracted by the engineers for modeling. The project limits are all within public property and or public easements. No right of entry letters will be required for access.

Civil Survey Consultants shall prepare complete topographic drawings for the project including horizontal and vertical survey control spaced logically on the site. All topographic features and line work shall be drawn as two-dimensional objects to maintain line type and symbol integrity.

Civil Survey Consultants shall provide field surveys necessary for the location of existing utilities, storm water and irrigation facilities within the project site. Topographic base mapping will include boundary information based upon found monumentation, subdivision plats and records of surveys. Existing boundaries will only be shown, not labeled, and a Record of Survey will not be prepared for this project since there will be no new alignment development or right-of-way impacts. Existing pipe inverts shall be labeled and pipe connections shown where possible.

Civil Survey Consultants shall perform research for Records of Survey, Subdivision Plats, CP&F Records, and assessor records along the project limits. GIS information will be requested from City of Nampa to assist in defining existing ROW and property line limits.

It is assumed the City of Nampa will request and provide approximately 22 title commitment reports for this project. A list of the parcels to be provided by Civil Survey Consultants.

Civil Survey Consultants shall establish eight benchmarks and horizontal control points at the project site for use during construction.

Precision, Civil Survey Consultants shall contact Digline to mark utilities in the field. Civil Survey Consultants shall then tie the utilities where marked and show their position on the topographic drawing as marked by the utility companies with straight line interpolation between marks.

Electronic files will be provided upon completion of the field surveys and drafting effort.

Civil Survey Consultants shall be available to answer questions during the design process.

- All survey data including found and set monuments shall be converted to the City of Nampa GPS Control Network. All mapping provided to City of Nampa shall be on the City of Nampa GPS Control Network. A list of physical monuments with the corresponding Canyon County GIS coordinates is available at [https://www.cityofnampa.us/DocumentCenter/View/615/Citywide-GPS-Control-Network-2002-and-2006?bidId=.](https://www.cityofnampa.us/DocumentCenter/View/615/Citywide-GPS-Control-Network-2002-and-2006?bidId=)
- The feature location surveys for determination of x,y,z coordinate values, shall comply with FGDC Geospatial Positioning Accuracy Standards, Part 4: Standards for Architecture, Engineering, Construction (A/E/C), and Facility Management.
- This scope of work does include preparation of legal descriptions and/or exhibits for 22 permanent and temporary easements
- This scope of work does not include setting property pins or monuments. The deliverable for this task consists of:
 - Topographical Survey Cad drawing including Existing Boundary(s) in AutoCad format
 - Points files to be used to create 3D Surface

3.2 Field Survey Correspondence and DTM Surface Creation

Precision will correspond with Civil Survey Consultants as needed and will develop the existing surface 3D model. The surface will be developed utilizing the survey points and break lines provided by Civil Survey Consultants.

TASK 4 ENVIRONMENTAL EVALUATION (LHTAC)

LHTAC will complete the environmental document in-house. Precision will assist LHTAC with information and/or an exhibit as necessary.

CULTURAL RESOURCES COMPLETED BY DEA and Associates

This work will be conducted by DEA and will be in accordance with Section 106 of the National Historic Preservation Act (NHPA), NEPA, and other pertinent regulations.

The Archaeological and Historic Survey Report (AHSR) will follow Idaho State Historic Preservation Office (SHPO) standards and format, and shall include background research, field survey, and preparation of the report. The AHSR shall include discussions of field methods, survey results, and maps showing areas surveyed. The survey will be intensive. Consultant will provide sufficient information to prepare Determinations of Significance and Effect by SHPO.

A. Project Management. DEA staff, at times, may need to coordinate with ITD and various other interested parties. Monthly progress reports and invoices will follow standard ITD protocol.

Once the project is under contract, DEA shall contact ITD Cultural Resources Staff to discuss the applicable field techniques with the Highway Archaeologist and/or Architectural Historian to determine the appropriate methodology. QA/QC shall be done by the DEA for the report.

- B. ITD-1500 Form.** It is assumed that this task will be completed by LHTAC.
- B. Research.** Database checks are required for previous surveys and known sites within one half mile of the project area. Database checks will be conducted with the Idaho SHPO. Research may be conducted at SHPO through their Idaho Cultural Resources Information System (ICRIS), Idaho Historical Library, NRHP, county historical society, and/or the county assessor.
- C. Fieldwork.** Applicable field investigation techniques shall be discussed with the Highway Archaeologist/Architectural Historian to determine the appropriate methodology. Project leaders will provide a full project description including measurements and figures that show all proposed areas of ground disturbing activities. This will include all proposed excavation, staging, material storage, and any other area that has potential for ground disturbance. The field survey will follow SHPO and/or Archaeological Survey of Idaho (ASI) guidelines.
- D. Resource Records.** Up to two (2) linear cultural resources (Edwards Lateral and Orr Drain) and one (1) historic property (2322 W Roosevelt Avenue) will be recorded under this scope of work. This site will be fully documented to provide data on location, dimensions, content age, context, and integrity for an assessment of National Register of Historic Places eligibility. Cultural staff from DEA will consult with the Highway Archaeologist/Architectural Historian to review site eligibility and potential project effect prior to the submittal of the cultural report.
- F. Cultural Resource Survey Report.** The AHSR will follow Idaho SHPO guidelines and will include research, field survey methods, findings (including site condition and NRHP eligibility), potential project effects, recommendations, maps, photos, and the appropriate site form. Resources, which are noted, but not considered sites (e.g., isolated artifacts and contemporary or modern sites) will be discussed in the AHSR rather than recorded on separate site forms. All Noted but Not Recorded (NBNR) resources will be photographed, plotted on a map, and listed in a table within the report. DEA shall address all comments, if any, received by LHTAC, ITD and SHPO and revise and resubmit as needed.
- E. Technical Review QA/QC.** Prior to submitting any cultural resource documents, internal Quality Assurance and Quality Control shall be completed by DEA cultural resource staff.
- F. Comment Response.** The draft report will be submitted to Precision Engineering and LHTAC who will submit to ITD Headquarters for review. Comments will be addressed, and the revised report will be submitted to SHPO for review and concurrence. Following Precision Engineering and LHTAC review of the cultural resource report, the ITD cultural resource staff and SHPO are each allowed 30-day reviews. Should either agency staff require report edits or revisions of the project area, the review cycle for each is renewed at the time of the submitted report changes.

MINIMUM DELIVERABLES:

- Draft AHSR (one electronic copy)
- Final AHSR (one electronic copy)

ASSUMPTIONS:

- Up to two (2) linear cultural resources and one (1) historic property are anticipated to be recorded under this scope of work. If additional sites are identified, these will be recorded and evaluated under an additional services agreement.
- If NRHP-eligible sites are identified that would be adversely affected, a Determination of Adverse Effect (E106), Memorandum of Agreement (MOA) and Section 4(f) documentation must be conducted to complete Section 106 compliance. If these documents are needed, they will be considered additional services.

TASK 5 GEOTECHNICAL INVESTIGATION

Precision will complete the LHTAC materials memo (Memo 17b). The City of Nampa's Standard Pathway Typical section will be utilized in developing the design of the path.

TASK 6 FINAL DESIGN

This task consists of preparation of the plans, special provisions, construction cost estimate and contract time determination for Final Design Review and PS&E submittals.

Task 6.1 Field Review

Precision will perform a field review of the base mapping and request clarification or additional survey points if necessary.

Task 6.2 Utility Coordination

Precision will coordinate with local utility companies to obtain their facility mapping and to identify potential conflicts. The deliverables for this task consist of:

- Copies of Utility Submittal Letters
- Copies of all information and documents received from the Utilities
- Preparation of utility waiver documents if needed.

Task 6.3 Prepare Base Mapping

After the field review Precision will review the utility maps and make revisions as needed with information obtained during the field review and set up project files.

Task 6.4 Prepare Preliminary Display

Precision will prepare a preliminary design layout to be provided to the City depicting the proposed improvements. This will be used to ensure the purpose and need of the project is being designed before the final design submittal. This will be limited to a roll plot display with will contain the plan only of the proposed pathway; actual preliminary plans will not be completed as part of this task. The following deliverable will be submitted via email in pdf format.

- 1- Preliminary Design Display

Task 6.5 Final Pathway Design and Plan Preparation (30 Sheets)

Precision will finalize the design of the pathway improvements, calculate earthwork quantities. Final plan sheets to be developed in accordance with ITD sheet layout and City standards for the following deliverables:

- 1 – Title Sheet
- 1 – Project Clearance Summary Sheet
- 2 – Roadway Summary Sheets
- 1 – Project Control Sheet
- 3 – Typical Section and Miscellaneous Pathway Details Sheets
- 11 – Pathway Plan and Profile Sheets
- 11 – Color Utility Plans

Task 6.6 Final Traffic Control and Plan Preparation (4 Sheets)

Precision will prepare the final construction traffic control plans and will include typical traffic control setups that can be used for the intersections of the Orr Drain Pathway. The currently traffic control plan is to utilize short term lane closures and/or shoulder closure. The deliverables for this task consist of:

- 1 – Traffic Control Plan Quantities and General Notes
- 2 – Typical Traffic Control Plan Setup Sheets
- 1 – Pedestrian Traffic Control Plan Setup Sheet

Task 6.7 Final Erosion and Sediment Control (6 Sheets)

This project is anticipated to impact more than an acre. There for Precision will prepare a draft Stormwater Pollution Prevention Plan (SWPPP), details and narrative. The draft SWPPP narrative will be completed based upon the current CGP/EPA narrative template at the time this task begins. It is assumed LHTAC will be the NPDES permitting, and the NOI will be filed by the General Contractor and ITD. The deliverables for this task consist of:

- Draft SWPPP Narrative (Word version)
- 6 – SWPPP Sheets, details and general notes

Task 6.8 Prepare Special Provisions and Contract Time Determination

Precision will prepare special provisions and modifications to ITD's standard and supplemental specifications, and contractor notes. ITD standard specification inserts will be included with the specifications. Precision will also prepare the ISPWC frontend bid documents for bidding by the City of Nampa

A MS Project Gantt Chart will be prepared to anticipate construction tasks and sequencing. It will be utilized as a tool for project programming and is not intended to represent the Contractor's final schedule. The deliverables for this task consist of the following:

- Special Provisions
- MS Project Contract Time Determination Gantt Chart

Task 6.9 Prepare Construction Cost Estimate

Precision will prepare the opinion of probable construction costs that will be based on the final design plans. The deliverable for this task consists of the following:

- Final Opinion of Probable Construction Cost

Task 6.10 Prepare Material Testing Requirements (MTR)

Precision will prepare the LHTAC MTR matrix based on the most current ITD Standard Specifications for Highway Construction and QC/QA Manual for each specific bid item as identified in the matrix. The deliverable for this task consists of the following:

- Material Testing Requirements Matrix

Task 6.11 Prepare Final Design Review Submittal

Precision will perform an internal review of the entire final design review package (plans, special provisions and construction cost estimate) prior to submitting for the Final Design Review. We will perform revisions from the internal review and prepare the plans, special provisions and construction cost estimate for the formal Final Design Review submittal to LHTAC and the City.

Task 6.12 Final Design Review Meeting

Precision will attend the Final Design Review Meeting and prepare meeting notes that summarize the review comments obtained from the meeting and from the marked-up plans, special provisions and estimate. The deliverable for this task consists of the following:

- Prepare matrix of Final Design Review Comments

Task 6.13 Permanent Easement Displays

Precision will develop the additional easements as needed to construct the pathway. This task will include completing displays for each parcel that will require an easement to be utilized in the acquisitions process. The displays will show the proposed improvements overlaid on an aerial. Formal ITD Right-of-Way Plans will not be prepared under as part of this scope of work. For estimating purposes, it is assumed 16 parcels will need permanent easements. The deliverables for this task consist of the:

- 16 – Permanent Easement Displays
- Corresponding Legal Descriptions (Civil Survey Consultants)

Task 6.14 Prepare PS&E Submittal

Precision will revise the plans, special provisions and estimate as necessary to address the Final Design Review comments. We will prepare the bid-ready documents for the PS&E submittal. The deliverable for this task consists of the following:

- PS&E Design Plans, Stamped and Signed (PDF)
- Special Provisions (Word and PDF)
- Construction Cost Estimate (Excel and PDF)

- MS Project Contract Time Determination Gantt Chart
- PS&E Checklist
- Final Design Comment and Response Matrix

Task 6.15 Address PS&E Review Comments

Precision will revise the plans, special provisions and estimate as necessary to address the PS&E Review comments.

Task 6.16 Prepare Resident Engineer's File

Precision will prepare a summary of the status of project information and attach appropriate project documents for inclusion in the Resident's File. The list of data included will be based on Section 920.04 of the ITD Design Manual. The deliverable for this task consists of the following:

- Resident Engineer's File, electronic pdf

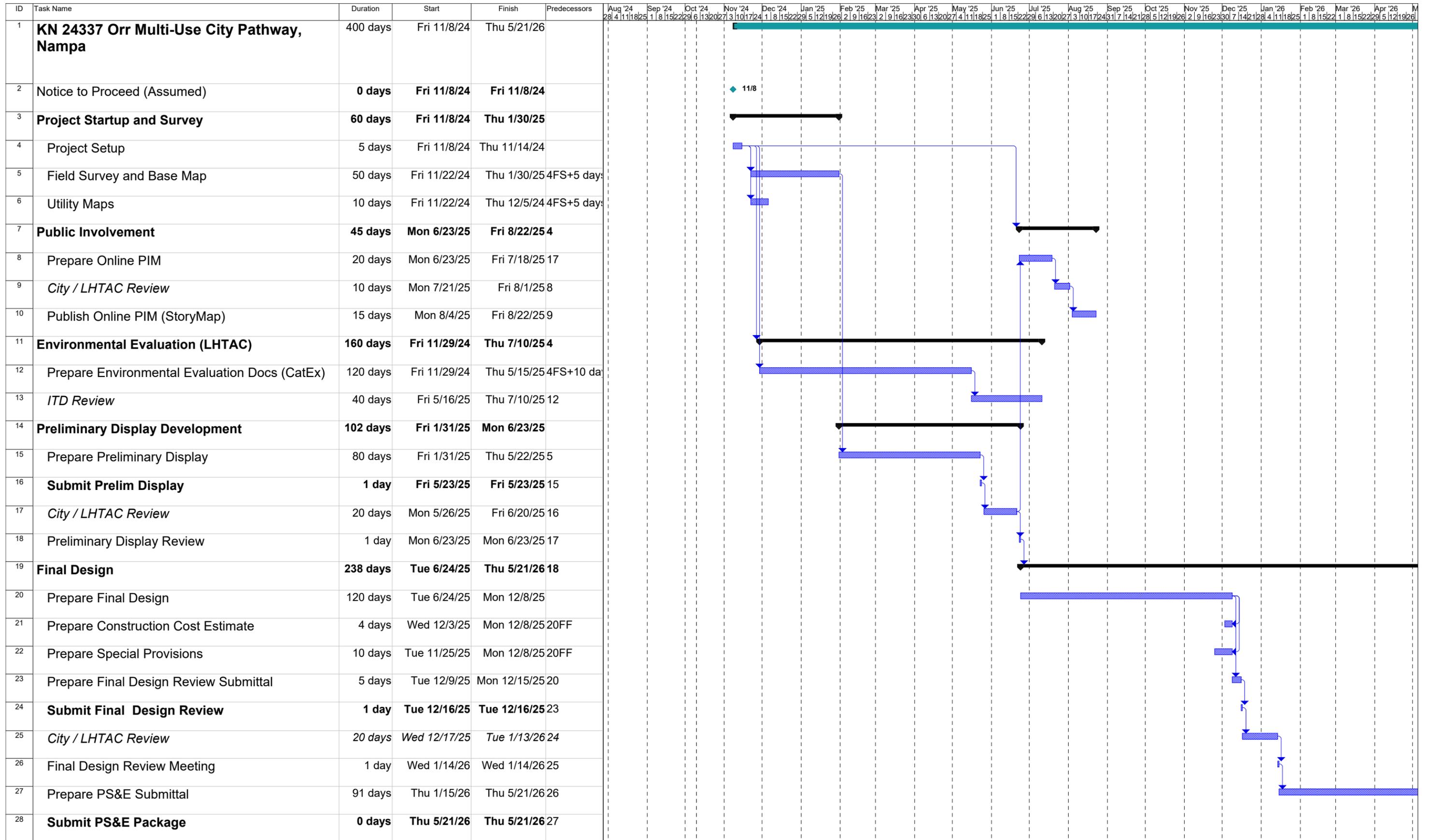
Task 6.17 Bid Assistance

Precision will prepare an agenda and conduct pre-bid meeting with City staff and interested Contractors to discuss project. Answer Contractor questions and assist with an addendum(s).

Assumptions:

- City will provide the location/room for the Pre-Bid Meeting
- Two (2) Precision representatives will attend the meeting
- Hard copy bid sets (plans and specs) will not be provided by Precision

Orr Multi-Use City Pathway, Nampa
Project No. A024(337) | Key No. 24337



CONSULTANT Precision
PROJECT NAME Orr Multi-Use City Pathway, Nampa
PROJECT NUMBER A024(337)
KEY NUMBER 24337

A. SUMMARY ESTIMATED MAN-DAY COSTS

		Man-Days		Man-Hours		Hrly Rate		Cost
1	Joel Grounds, Principal	31.3	=	250	@	\$ 120.00	=	\$ 30,000.00
2	Hilary Grounds, Designer/VP	78.3	=	626	@	\$ 95.00	=	\$ 59,470.00
TOTAL RAW LABOR COST								= \$ 89,470.00

B. PAYROLL, FRINGE BENEFIT COSTS & OVERHEAD**

Total Raw Labor Cost \$ 89,470.00 X Approved Overhead Rate 78.01% = \$69,795.55

C. NET FEE

Total Raw Labor & Overhead \$159,265.55 X NET FEE 14.0% = \$22,297.18

D. FCCM

Total Raw Labor Cost \$ 89,470.00 X Approved FCCM Rate 0.00% = \$0.00

TOTAL LABOR \$ 181,562.72

E. ESCALATION

Anticipated Start Date October 1, 2024
 Project Duration 31 Months (19 toward escalation - 61%)

Total Raw Labor & Overhead \$159,265.55 X Esc Ratio 0.61 X Annual Esc 3.0% = \$ 2,914.56

F. OUT-OF-POCKET EXPENSE SUMMARY

TOTAL ESTIMATED EXPENSE = \$ Estimated -

G. SUBCONSULTANTS

Civil Survey Consultants	=	\$22,791.85
DEA	=	\$17,040.70
TOTAL ESTIMATED EXPENSE		\$39,832.55

H. ADDITIONAL SERVICES (CONTINGENCY AMOUNT IF REQUIRED)

Structural Design	=	\$ 12,500.00
Geotechnical Design	=	\$ 10,000.00
TOTAL ESTIMATED CONTINGENCY	=	\$ 22,500.00

TOTAL = \$246,809.83

MAN-HOUR ESTIMATE
Orr Multi-Use City Pathway, Nampa
PROJECT NO. A024(337) | KEY NO. 24337
September 23, 2024

		HOURS	HOURS	TOTAL
		Joel	Hilary	HOURS
TASK 1	PROJECT MANAGEMENT			
	1.1 Project Coordination	50		50
	1.2 Prepare Monthly Invoices	4	16	20
	1.3 HOA and NMID Support	60	20	80
	TASK 1 HOURS	114.0	36.0	150.0
	TASK 1 MAN-DAYS	14.3	4.5	18.8
TASK 2	PUBLIC INVOLVEMENT			
	2.1 Prepare Draft PIM Material	4	20	24
	2.2 Prepare Final PIM Material and Create Publish StoryMap	2	12	14
	TASK 2 HOURS	6.0	32.0	38.0
	TASK 2 MAN-DAYS	0.8	4.0	4.8
TASK 3	FIELD SURVEYS (Civil Survey)			
	3.1 Field Survey Correspondence	8		8
	TASK 3 HOURS	8.0	0.0	8
	TASK 3 MAN-DAYS	1.0	0.0	1.0
TASK 4	ENVIRONMENTAL EVALUATION (LHTAC / DEA)			
	4.1 Environmental Correspondence	2	8	10
	TASK 4 HOURS	2.0	8.0	10
	TASK 4 MAN-DAYS	0.3	1.0	1.3
TASK 5	MATERIAL DESIGN SUMMARY			
	5.1 Prepare Materials Memo	0	2	2
	TASK 5 HOURS	0.0	2.0	2
	TASK 5 MAN-DAYS	0.0	0.3	0.3
TASK 6	FINAL DESIGN			
	6.1 Field Review	2	2	4
	6.2 Utility Coordination and Waivers	2	8	10
	6.3 Prepare Base Mapping	4	24	28
	6.4 Prepare Preliminary Display	4	24	28
	6.5 Prepare Final Design & Plan Preparation (30 Sheets)			
	Title Sheet (1)		2	2
	Project Clearance Summary Sheet (1)		4	4
	Roadway Summary Sheets (2)		8	8
	Project Control Sheet (1)		6	6
	Typical Section and Details Sheets (3)	2	24	26
	Plan and Profile Sheets (11)	24	160	184
	Color Utility Plans (11)	4	24	28
	6.6 Final Traffic Design and Plan Preparation (4 Sheets)			
	Traffic Control Plan Quantities and General Notes Sheet (1)	2	16	18
	Typical Traffic Control Plan Setup Sheet (1)	2	16	18
	Pedestrian Traffic Control Plan Setup Sheets (2)	2	24	26
	6.7 Final Erosion and Sediment Control (6 Sheets)			
	Prepare ITD Draft SWPPP Narrative (Word version)		4	4
	SWPPP Sheets, details and general notes (6)	2	32	34
	6.8 Prepare Special Provisions and Contract Time Determination	2	10	12
	6.9 Prepare Construction Cost Estimate	2	8	10
	6.10 Prepare Material Testing Requirements (MTR)	2	16	18
	6.11 Prepare Final Design Review Submittal	16	4	20
	6.12 Final Design Review Meeting	2		2
	6.13 Prepare Permanent Easement Displays	8	56	64
	6.14 Prepare PS&E Submittal	16	40	56
	6.15 Address PS&E Review Comments	2	8	10
	6.16 Prepare Resident Engineer's File	2	16	18
	6.17 Bid Assistance			
	Answer Questions and Assist with Addendum(s)	16	8	24
	Prepare for and Attended Prebid Meeting	2	4	6
	TASK 6 HOURS	120.0	548.0	668.0
	TASK 6 MAN-DAYS	15.0	68.5	83.5
TOTAL HOURS		250.0	626.0	876.0
TOTAL MAN-DAYS		31.3	78.3	109.5

CONSULTANT
PROJECT NAME
PROJECT NUMBER
KEY NUMBER

Civil Survey Consultants
 Orr Multi-Use City Pathway, Nampa
 A024(337)
 24337

A. SUMMARY ESTIMATED MAN-DAY COSTS

		Man-Days	=	Man-Hours	@	Hrly Rate	=	Cost
1	Project Manager, Matt Hart	5.0	=	40	@	\$ 50.48	=	\$ 2,019.20
2	Project Surveyor, Kyle Koomler	7.5	=	60	@	\$ 40.87	=	\$ 2,452.20
3	Design Engineer II (none currently)	0.0	=	0	@	\$ 32.00	=	\$ -
4	Design Engineer I, Derek Hyde	4.0	=	32	@	\$ 35.10	=	\$ 1,123.20
5	Design/Survey Tech II, John Yatzun	7.5	=	60	@	\$ 39.42	=	\$ 2,365.20
6	Design/Survey Tech I, Jake Dinneen	7.5	=	60	@	\$ 25.96	=	\$ 1,557.60
TOTAL RAW LABOR COST								= \$ 9,517.40

B. PAYROLL, FRINGE BENEFIT COSTS & OVERHEAD**

\$ Total Raw Labor Cost 9,517.40 X Approved Overhead Rate 109.04% = \$10,377.77

C. NET FEE

Total Raw Labor & Overhead \$19,895.17 X NET FEE 14.0% = \$2,785.32

D. FCCM

Total Raw Labor Cost \$ 9,517.40 X Approved FCCM Rate 1.17% \$111.35

TOTAL LABOR \$ 22,791.85

E. OUT-OF-POCKET EXPENSE SUMMARY

TOTAL ESTIMATED EXPENSE = Estimated \$ -

F. SUBCONSULTANTS

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SUBCONSULTANT TOTAL COST \$0.00

TOTAL = \$22,791.85

City of Nampa
Orr Multi-Use City Pathway, Nampa
Project No. A024(337), Key No. 24337
Civil Survey Consultants
Survey Services Man-Hour and Fee Estimate

Task Description	Project Manager/ Engineer	Project Surveyor	Design Engineer II	Design Engineer I	Design/ Survey Technician I	Design/ Survey Technician II	Total Man-Hours
1.0 General							
1.1 Kickoff Meeting	2						2
Progress Meetings (2 Meetings, as needed)	4						4
1.2 Project Administration (3 Months)	6						6
Project Coordination	8						8
Monthly Project Status Reports	2						2
Invoices	2						2
3.0 Location Surveying and Mapping							
Coordination During Survey	8						8
Right of Entry Letter - not required							0
Request Title Reports - not required							0
Existing right-of-way and property ownership	2	24					26
Topography map and survey data (±3,000 feet)	2	16			40	40	98
Digital terrain model of existing ground (by Precision)							0
Request to Digline for utility locates	1						1
Draft Utilities based on mapping/Digline markings	1			4			5
Topographic mapping	2	8		28			38
Calculate & Set calibration points		2			4	4	10
Set bench marks		2			4	4	10
Property Corner Search & Tie		8			12	12	32
Total Man-Hours	40	60	0	32	60	60	252

CONSULTANT NAME: David Evans & Associates, Inc.
 PROJECT NAME: Orr Multi-Use City Pathway, Nampa
 PROJECT NUMBER: A024(337)
 KEY NUMBER: 24337

October 14, 2024

A. SUMMARY ESTIMATED LABOR COSTS

	Days	Hours		Direct Rate		Cost
1 QC Manager	0.50 =	4.00	@	\$70.00	=	\$280.00
2 Project Manager	1.00 =	8.00	@	\$53.50	=	\$428.00
3 Environmental Scientist	0.50 =	4.00	@	\$28.00	=	\$112.00
4 Architectural Historian	11.50 =	92.00	@	\$45.00	=	\$4,140.00
5 Project Coordinator	0.75 =	6.00	@	\$39.50	=	\$237.00
6 Accountant	0.75 =	6.00	@	\$37.84	=	\$227.04
	Total Hours =	120.00				
TOTAL RAW LABOR COST						= \$5,424.04

Approved Overhead Rate

B. Payroll Taxes, Fringe Benefit Costs, and G&A Overhead

Overhead	Total Raw Labor Cost \$5,424.04 x	Overhead Mult. 175.38%	=	\$9,512.68
FCCM	Total Raw Labor Cost \$5,424.04 x	FCCM Mult. 0.86%	=	\$46.65

C. Fixed Fee

Fixed Fee	Total Raw Labor Cost \$14,936.72 x	Fixed Fee Mult. 12.00%	=	\$1,792.41
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Subtotal Labor Costs \$16,775.77

D. Reimbursable Expenses

1 Mileage	40 (Miles)	\$ 0.655	\$	26.20
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DEA TOTAL ESTIMATED EXPENSES = \$26.20

DEA Subtotal = \$16,801.97

E. SALARY ADJUSTMENT**

50% x \$14,936.72 x 4% = \$298.74

TOTAL = \$17,040.70

Task Number	Task	QC Manager	Project Manager	Environmental Scientist	Architectural Historian	Project Coordinator	Accountant
4	Cultural Resources	4	8	4	92	6	6
1.0	Project Management	0	4	0	2	6	6
	Project Coordination		2			2	2
	Monthly Invoices		2			4	4
	Project Meetings				2		
4.0	Cultural Resources	4	4	4	90	0	0
	Project Management				2		
	ITD-1500 Form						
	Research				2		
	Resource Records				30		
	Fieldwork			4	4		
	Cultural Resource Survey Report				40		
	Technical Review QA/QC	4	4				
	Comment Response				12		
	Totals	4	8	4	92	6	6

Task will be completed by LHTAC



A 9175 W Black Eagle Dr
Boise, ID 83709

B 2322 W Roosevelt Ave
Nampa, ID 83651

Round trip of 40 miles

Suggested routes

I-84 W	20.0 miles, 28 min
W Amity Rd	18.4 miles, 36 min
W Overland Rd and I-84 W	18.2 miles, 34 min

A 9175 W Black Eagle Dr

1. Head east toward W Black Eagle Dr/W Black Eagle Wy/S Kimball Pl
318 ft
2. Turn left toward W Black Eagle Dr/W Black Eagle Wy/S Kimball Pl
66 ft
3. Turn right at the 1st cross street onto W Black Eagle Dr/W Black Eagle Wy/S Kimball Pl
161 ft
4. Turn left onto S Maple Grove Rd
0.9 mi
5. Turn right onto W Franklin Rd
0.6 mi
6. Turn right onto the I-84 ramp to Nampa/Twin Falls
0.3 mi
7. Merge onto I-184 W
89 ft
8. Take the exit on the left onto I-84 W toward Nampa/Ontario
13.4 mi
9. Take exit 36 for N Franklin Blvd
0.2 mi
10. Turn left onto N Franklin Blvd
1.0 mi
11. Turn right onto I-84BL W
0.8 mi
12. Continue onto 11th Ave S
0.9 mi
13. Continue onto W Roosevelt Ave
1.8 mi

B 2322 W Roosevelt Ave