DATE: May 21, 2015

TO: ACHD Commissioners, ACHD Director, ACHD Deputy Directors

FROM: Cody Homan, Project Manager

SUBJECT: Project Scope Change and Design Contract
Pine Ave, Meridian Rd to Locust Grove Rd
ACHD Project Nos. 815001.013, 515023, and 214036
Consent Agenda Item: June 3, 2015

EXECUTIVE SUMMARY:
The commission previously approved replacing a Community Programs project to construct sidewalk on the north side of Pine Ave from 5th St to Adkins Ave with this project. The City of Meridian sent a letter to the Commission in August 2014 expressing that Pine Ave, Meridian Rd to Locust Grove Rd is of a very high priority (4/38 for Community Programs projects, 5/34 for Roadway projects). After the Commission approved the new project, additional information has materialized through discussions with the City of Meridian, MDC, and internal members of the project team. It was decided that the pavement between Meridian Rd and 6th St should be reconstructed, the pavement between 6th St and the bridge over Five Mile Creek should be milled and overlaid, and Pine should be widened to three (3) lanes from the bridge to Adkins Ave.

FACTS AND FINDINGS:
The genesis of this endeavor was a Community Project. After discussions with and a letter from the City of Meridian, dated August 22, 2014, the Commission approved an expanded project to include adding or repairing bike lanes, curb & gutter, and sidewalk on both sides of Pine Ave from Meridian Rd to Locust Grove Rd, as well as replacing the bridge over Five Mile Creek. The ‘Programmed Expenditures’ above reflect this scope.

After further discussions with the City of Meridian, Meridian Development Corporation (MDC), and the project team, it was deemed necessary to add road work. The additional cost for this increased scope above the programmed expenditures is approximately $1,150,000 total spanning FY15 through FY19. The City of Meridian has agreed to complete a Cost Share agreement that includes a portion of the asphalt cost of the reconstruction and wider sidewalks. A design contract has been negotiated for this project with WHPacific for a fee of $431,781. Staff recommends approving the additions to the scope of and approval of the design contract.

The pavement reconstruction was deemed necessary because:
1) Asphalt patches needed for the City of Meridian to add or replace water and sewer lines would leave the roadway in poor condition
2) The CIP shows this section of Pine being reconstructed in 2022-2026
3) It is practical to design and construct new roadwork, drainage, and bike and pedestrian accommodations together
Widening Pine to three (3) lanes from the bridge to Adkins Ave was added because:
1) City of Meridian’s request to alleviate congestion at Stonehenge Way and improve safety
2) Will produce a smoother transition from the four (4) lane wide section near Locust Grove Rd to the two (2) lane wide section in downtown Meridian
3) No additional right-of-way is needed

FISCAL IMPLICATIONS:
The current amount programmed for this project, spanning FY15 to FY19 is $2,250,000. The additional funding needed to accommodate this scope change is approximately $1,150,000, a 51.1% increase, bringing the total to $3,400,000.

The Planning and Programming Department supports the proposed changes in FY16-FY18 and the integrated approach exemplified in this project. The majority of the cost increase is in the construction amount which falls outside the budget process and will be evaluated in the upcoming update to the IFYWP. The construction dollars for the project may need to be split across fiscal years depending on how the proposed increase impacts other projects in the program. A budget adjustment for FY15 will be requested.

Change control limits require project phase changes greater than $200,000 or 35% of the original amount be approved by the Commission prior to commencing the design work. Staff recommends that if the scope change is approved, the change control limits be reset to the new project amounts.

POLICY IMPLICATIONS:
The Commission approved all but the road work as part of the FY15-16 Budget and the 2015-2019 Integrated Five Year Work Plan.

SCHEDULE IMPLICATIONS:
The high level schedule of this project would change slightly. Design would still be both FY15 and FY16, right-of-way still in FY17, and construction in FY18 and FY19.

ALTERNATIVES:
1) Approve the revised project scope, budget changes, and the design contract, and reset the change control limits to the new project amounts
2) Reject the revised project scope, budget changes, and design contract

RECOMMENDATION:
Staff recommends Alternative 1:
Approve the revised project scope, budget changes, and the design contract, and reset the change control limits to the new project amounts

cc: Project File
Christine Race-Tannler

Enc: Project Aerial Map
AGREEMENT TO PROVIDE PROFESSIONAL SERVICES

Pine Ave, Meridian Rd to Locust Grove Rd
ACHD Project No. 815001.013 ACHD GIS # RD208-01
Pine Ave, Meridian Rd to Locust Grove Rd Rdwy
ACHD Project No. 515023 ACHD GIS # RD208-01.01
Pine Ave Bridge 134
ACHD Project No. 214036 ACHD GIS # MI214-04
PO# 63030985

ADA COUNTY HIGHWAY DISTRICT, a body politic and corporate of the State of Idaho, (hereinafter “ACHD”) and WH Pacific, 3130 S Owyhee St Boise, ID 83705 (hereinafter “Consultant”) hereby enters into this Agreement to perform the professional services required in connection with the professional services, as outlined in the attached Scope of Work (“Project”).

AGREEMENT

Consultant agrees to perform the professional services to complete the Scope of Work for an amount not to exceed $431,781.00. Any costs over and above this amount shall be the total responsibility of CONSULTANT.

Consultant shall develop roadway plans for the Project. The plans shall include grading, paving, drainage, right-of-way details, and other information in accordance with the provisions contained within the attached Scope of Work.

Consultant will perform any additional work as desired by ACHD by means of a written Supplemental Agreement signed by a person authorized by ACHD to execute such Supplemental Agreement. Such authorization shall consist of written approval by either the ACHD Director or Board of Commissioners; provided that ACHD Board of Commissioners must approve any Supplemental Agreement that is in excess of thirty-five percent (35%) of the original Agreement amount.

1. THE CONSULTANT, ACTING THROUGH ACHD:

   A. Consultant shall make someone available to attend a utility markers field meeting prior to the beginning of the field survey. Consultant shall contact the ACHD Project Manager if Digline locate marks are not present in the field at the time of the project survey;
B. Consultant shall pothole at locations where underground utilities are expected to be in conflict, if needed. Consultant shall coordinate potholing of utility lines with the ACHD Project Manager and Utility Coordinator;

C. Consultant shall, in coordination with ACHD’s Utility Coordinator, make contact with all utility companies having services within the limits of the Project for purposes of coordinating necessary adjustments to utility facilities;

D. Consultant shall contact other local governmental, irrigation, and drainage entities to obtain their input with regard to any permits, approvals, and related design criteria to be incorporated into the Project plans; and

E. Consultant shall meet with affected landowners and other interested parties to provide Project briefings and respond to inquiries regarding the Project.

F. Consultant shall not be responsible for the performance failure of ACHD’s construction contractors. Consultant shall not be responsible for the means and methods used by ACHD’s construction contractors, including any subcontractor or other third-party traffic control and construction site security.

2. TIME OF COMMENCEMENT AND COMPLETION OF CONTRACT

Consultant shall commence work under the terms and conditions of this Agreement within ten (10) calendar days from the date of receiving a "Notice to Proceed" from ACHD and prosecution of the work by the Consultant shall continue diligently thereafter to completion as hereinafter delineated. Consultant shall have the Scope of Work completed on or before September 22, 2017. This date is predicated on Consultant receiving the Notice to Proceed on June 4, 2015. Should Consultant fail to receive said Notice to Proceed on the date specified, the completion date shall be adjusted to allow for the difference between the proposed Notice to Proceed date and the actual date the Notice to Proceed is given.

ACHD shall have the right to reduce the monies due to Consultant, commencing on the agreed completion date and continuing until all required work is complete, by a sum negotiated between the parties on a case-by-case basis. The Scope of Work shall be considered to be complete when all submittals required under Section 3106 of ACHD’s Policy Manual are made, except for revisions arising from right-of-way acquisition.

Time is of the essence of this Agreement. No waiver by either party of strict and timely performance of the other shall constitute a waiver of any subsequent breach or default.

3. DELAYS AND EXTENSIONS

A. Extensions of time for completion may be granted by ACHD for the following reasons:

   (1) Delays in major portions of the work caused by excessive time required to process submittal; delays caused by ACHD or its other consultants/contractors; or additional work order, in writing, by ACHD.
(2) Any delay caused by a Force Majeure Event. A “Force Majeure Event” means an event due to any cause or causes beyond the reasonable control of Consultant.

(3) In the event of a delay as defined in item (1) or (2), the Consultant shall receive an equitable adjustment extending Consultant’s time for performance for such services sufficient to overcome the effects of the delay.

B. Extensions of time will not be granted for the following reasons:

(1) Underestimating complexity of the work by Consultant resulting in failure of Consultant to timely complete this Agreement under the terms and conditions provided herein;

(2) Redoing portions of the project by Consultant that were inadequately performed by Consultant and subsequently rejected by ACHD.

4. TERMINATION

A. ACHD may terminate or abandon this Agreement at any time, with or without cause, upon giving written notice of termination hereof as follows:

(1) Evidence that actual progress is behind the progress indicated in the work schedule given to ACHD by Consultant.

(2) Submission of substandard work by Consultant, its agent, sub-consultants or employees;

(3) Material breach of any of the other terms and conditions of this Agreement by Consultant;

(4) At the convenience of ACHD for any reason;

(5) Lack of adequate funding to complete this Agreement.

Prior to giving notice of termination for cause set forth in paragraphs 1 and 2 above, ACHD shall notify Consultant in writing, of any such deficiencies or default in the performance of the terms and conditions of this Agreement by Consultant, and Consultant shall have ten (10) calendar days after receipt of such notice to correct or remedy such default or begin the corrective measures.

Should Consultant fail to remedy its default or begin the corrective measures within said 10-day period, or for the reasons set forth above, ACHD shall have the option to immediately terminate this Agreement. Upon receipt of notice of termination by ACHD, Consultant shall immediately discontinue all work and services, unless directed otherwise, and shall transfer all documents pertaining to the work and services covered under the terms and conditions of this Agreement to ACHD. Upon receipt by ACHD of said documents, payment shall be made to Consultant for that work performed to date that has been approved by ACHD.
Should any deficiencies or default occur by Consultant for the reasons set forth above, and result in any damages to ACHD, ACHD shall be entitled to proceed against Consultant for any damages it has sustained as a result of such breach by Consultant.

B. Consultant may terminate the Agreement only for failure to pay or breach of the Agreement by ACHD after the entry of a court order or decision finding a breach.

5. NONAPPROPRIATION

If ACHD is precluded from committing to make certain future payments due hereunder, this paragraph will apply. ACHD has appropriated the funds necessary to make all payments when due under the Agreement during ACHD's initial fiscal period during the Agreement term. ACHD agrees that in each succeeding fiscal year during the term of this Agreement, ACHD will take all necessary steps to make a timely appropriation of funds in order to pay the payments due hereunder during that period, subject to the annual appropriations limitation imposed upon ACHD under state law. In the event that despite the best efforts of ACHD, ACHD determines that funds for any amounts under this Agreement will not be available or cannot be obtained during any succeeding fiscal period, ACHD may terminate this Agreement prior to the commencement of such succeeding fiscal period by giving written notice to CONTRACTOR/CONSULTANT/ VENDOR of such determination at least 60 days prior to the first day of such succeeding period for which an appropriation has not been made by ACHD.

6. DISPUTES

Should any dispute arise as to the adequacy of performance, the occurrence of abnormal conditions affecting the work, or the enforcement or interpretation of any provision under this Agreement, such dispute shall be referred to the Director of Ada County Highway District, or his duly authorized representative(s), and a member of senior management of the Consultant for resolution. ACHD and Consultant shall attempt in good faith to settle by negotiation and compromise any dispute arising out of or relating to this Agreement, or the breach thereof (the “Dispute”). If a resolution of the Dispute cannot be mutually agreed upon than either party may file a civil action in Idaho state court to resolve the Dispute.

7. OWNERSHIP OF DOCUMENTS

All material delivered by Consultant in conjunction with the preparation of the plans shall become the property of ACHD without any restrictions or limitations with respect to their further use thereof. All documents or materials prepared for ACHD shall not be distributed by Consultant, sub-consultants, their agents, representatives or employees to any third party without the express written consent of ACHD. Use of these documents on any other project, without written verification or adaptation by Consultant for the specific purpose intended, will be at ACHD's sole risk and shall be without liability or legal exposure to Consultant. ACHD shall indemnify and hold harmless Consultant from all claims, damages, losses, and expenses, including attorney's fees arising out of or resulting from the said use of such documents.
8. INDEMNITY

Consultant agrees to indemnify, defend, and hold harmless ACHD for damages from any and all claims, demands, or actions as a result or consequence of any and all negligent acts, errors, or omissions by Consultant or Consultant's agents, employees, or sub-consultants arising from the performance of this Agreement.

Consultant, sub-consultants, their agents or employees shall comply with the standards of ACHD in effect at the time ACHD accepts and approves the final plans; and/or the final payment is made by ACHD to Consultant under the terms and conditions of this Agreement. Consultant shall not be held liable for changes or revisions to the drawings or related documents following the acceptance by ACHD of such documents without Consultant's knowledge and consent. Consultant does hereby further indemnify, save, and hold harmless ACHD, its agents, personal representatives and assigns, from any and all claims for wage payments, withholding, taxes, or other payments or benefits due to sub-consultants of Consultant. This provision shall not be construed to preclude any remedy that ACHD may have in law or equity.

ACHD shall, subject to the limitations hereinafter set forth, indemnify, save harmless and defend regardless of outcome Consultant from expenses of and against suits, actions, claims or losses of every kind, nature and description, including costs, expenses and attorney fees caused by or arising out of any negligent acts by the ACHD or the ACHD’s officers, agents and employees while acting within the course and scope of their employment, which arise from or which are in any way connected to this Agreement. Any such indemnification hereunder by the ACHD is subject to the limitations of the Idaho Tort Claims Act (currently codified at chapter 9, title 6, Idaho Code). Such indemnification hereunder by the ACHD shall in no event cause the liability of the ACHD for any such negligent act to exceed the amount of loss, damages, or expenses of attorney fees attributable to such negligent act, and shall not apply to loss, damages, expenses, or attorney fees attributable to the negligence of Consultant.

Consultant's period of liability shall remain in effect for as long as any applicable statute of limitations provided by Idaho law allows. The applicable statute of limitations shall not begin to accrue until the contractor's warranty period of the constructed Project expires.

Any construction contract that utilizes the Consultant's design work shall include both ACHD and the Consultant as additional insureds on the construction contractor's commercial general liability insurance. ACHD and Consultant will also be included as indemnities in the construction contract indemnity article.

9. INSURANCE

Consultant certifies it is an independent business, along with any sub-consultant retained and hired by Consultant, and shall acquire and maintain comprehensive general liability insurance, having a minimum limit of $100,000 per claim and $500,000 aggregate, and errors and omissions coverage having minimum limits of not less than $250,000. Consultant agrees to provide a certificate of insurance certifying to ACHD that such coverage is in force.
 Consultant further agrees to maintain and keep required Workers Compensation Insurance, Unemployment Insurance, and all other insurance required to be maintained under the laws of the State of Idaho.

10. INDEPENDENT CONTRACTOR

Consultant is an independent contractor and is not an employee of ACHD. Consultant acknowledges that this Agreement is not an employment contract and that ACHD is only engaging Consultant to render the Professional Services described herein.

11. NOT AN EMPLOYMENT CONTRACT

Consultant acknowledges that this Agreement is not an employment contract and that ACHD is only engaging Consultant to render the Professional Services described herein.

12. ACKNOWLEDGEMENT OF PROFESSIONAL SERVICE

Consultant warrants that the Professional Services rendered under this Agreement require Consultant to have specialized skill and, or technical training. Consultant covenants that Consultant has the requisite specialized skill or, if Consultant gained Consultant’s ability to render such Professional Services through class or training, that Consultant has met all requirements in said class and, or training course(s), and, if required, Consultant is certified under applicable federal and, or state laws to perform said Professional Services.

13. GENERAL COMPLIANCE WITH LAWS

Consultant shall at all times observe and comply with all Federal, State, and local laws and any and all codes, ordinances, and regulations affecting the work in any manner. Consultant agrees that any recourse to legal action pursuant to this Agreement shall be brought in the Fourth District Court of the State of Idaho situated in Boise, Idaho.

14. NONDISCRIMINATION

A. Nondiscrimination:
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; subconsultant, 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, religion, sex, national origin, age or non-job related handicap, or prior military service or current military status.

B. Solicitations for Subcontracts, including Procurement of Materials and Equipment:
In all solicitations, either by bidding or negotiation, made by Consultant for work or services performed under subcontract, including procurement of materials and
equipment, each potential subconsultant, subcontractor, or supplier shall be made aware by Consultant of the obligations of this Agreement and to the Civil Rights requirements based on race, color, religion, sex, national origin, age or non-job related handicap, or prior military service or current military status.

15. ENDORSEMENT BY ENGINEER

The Professional Engineer in direct charge of the design shall approve and endorse all plans, specifications, cost summaries, and reports with a professional seal, signature and date. In addition, the legal firm name and address shall be clearly stamped or lettered on the tracing of each sheet of the plans. Any licensing or approvals required by the State of Idaho shall be complied with by all Professional Engineers and Surveyors employed by Consultant.

16. MONTHLY PROGRESS REPORTS

Consultant shall submit to ACHD, in conjunction with its payment request, progress reports of work done on the project with activity updates. This report shall be made not more often than once per month or every 4-week period. The report shall also include any and all pertinent information as to delays or lack of performance on the Project. Additional work, for which Consultant contemplates compensation and/or extensions of time, must be reported in such report with an attached explanation. (Extra work data must be submitted with the Progress Report, or it cannot be used for basis of subsequent extension of time or additional compensation by ACHD.)

17. ATTORNEY FEES

In any suit, action or appeal therefrom to resolve the Dispute or to enforce or interpret the provisions of this Agreement, the prevailing party shall be entitled to recover from the non-prevailing party reasonable expenses including, but not limited to, reasonable attorney fees, account fees and other expert fees and costs.

18. PAYMENTS

Payments properly submitted are due within thirty (30) days of the date of receipt of the Consultant’s invoice. In addition to other requirements of this agreement, the Consultant's monthly submittals shall include the following:

Invoice - Consultant’s invoice shall include the following information:

- ACHD Project Number
- ACHD Purchase Order Number
- Original contract value
- Value of Supplemental Agreements (if any)
- Value of previous requests for payment
19. STANDARD OF CARE

Consultant shall perform the Services in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions in the same locale.

Consultant may rely upon and use in the performance of any services information supplied to it by ACHD without independent verification, and Consultant shall not be responsible for defects in its services attributable to its reliance upon or use of such information.

20. ENTIRE AGREEMENT: MODIFICATION

This Agreement constitutes the entire agreement between the parties hereto, and shall supersede all previous proposals, oral or written negotiations, representations, commitments, and all of the communications between the parties. Any modifications to the Agreement must be in writing and executed by both parties.

21. OPINIONS AND ESTIMATES

Any cost opinions or estimates provided by Consultant shall be on a basis of experience and judgment, but since Consultant has no control over market conditions or bidding procedures, Consultant cannot and does not warrant that bids, ultimate construction cost, or project economics will not vary from these opinions or estimates.

Consultant has read, understands and agrees to the requirements and stipulations set forth herein.

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<th>Consultant, WH Pacific</th>
<th>ADA COUNTY HIGHWAY DISTRICT</th>
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The Ada County Highway District (ACHD) is committed to compliance with Title VI of the Civil Rights Act of 1964 and related regulations and directives. ACHD assures that no person shall on the grounds of race, color, national origin, gender, disability or age, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any ACHD service, program or activity.
CONSULTANT

STATE OF IDAHO  
COUNTY OF ADA  

On this _____ day of ______, 20___, before me, ____________________, a Notary Public in and for said State, personally appeared ______________________________, known or identified to me to be the __________________ of ___________, the corporation [or Partnership, or Limited Liability Company] that executed the instrument or the person who executed the instrument on behalf of said corporation [or Partnership, or Limited Liability Company], and acknowledged to me that such corporation [or Partnership, or Limited Liability Company] executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

____________________________________________
Notary Public for the State of Idaho
Residing at ___________________________________
My Commission Expires: ________________________
ADA COUNTY HIGHWAY DISTRICT

STATE OF IDAHO

COUNTY OF ADA

On this _____ day of ______, 20___, before me, ________________________________, a Notary Public in and for said State, personally appeared ______________________________, known or identified to me to be the __________________________________ of the Ada County Highway District that executed the said instrument, and acknowledged to me that such Highway District executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

______________________________________________
Notary Public for the State of Idaho
Residing at ____________________________________
My Commission Expires: _________________________
SCOPE OF WORK
Pine Ave, Meridian Rd / Locust Grove Rd
ACHD Project No. 815001.013
ACHD GIS No. RD208-01
Related Project Numbers:
Roadway – Project No. 515023, GIS No. RD208-01.01
Bridge – Project No. 214036, GIS No. MI214-04
05/18/2015

Project Description
This project includes the design and preparations of plans, special provisions, and estimate for pavement rehabilitation and reconstruction and ADA compliant pedestrian and bicycle facility improvements along Pine Ave between Meridian Rd and Locust Grove Rd, including identifying any obstructions, right-of-way needs, and utility conflicts, as well as an analysis and design of a new structure over Five Mile Creek, and extending the center turn lane at Locust Grove Rd west to Stonehenge Way.

The project improvements include:
- Reconstruct pavement of Pine Ave from Meridian Rd to approximately where 6th St would intersect Pine Ave, including replacement of curb and gutter to align with reconstructed cross slope and maintain adequate drainage. Maintain parallel on-street parking.
- Replace sidewalk with 7’ detached sidewalk with 8’ buffer between back of curb and sidewalk on both sides of Pine Ave between Meridian Rd and Main St to approximately where 6th St would intersect Pine Ave
- Construct bulb-outs at the corners of 2nd and 3rd Streets
- Transfer existing above ground irrigation behind sidewalks to underground irrigation on the north side of Pine Ave between E 2nd St and E 3rd St, and between E 5th St and approximately where 6th St would intersect Pine Ave
- Widen Pine Ave for 5’ bike lanes, curb & gutter, 6’ buffer area, 6’ detached sidewalk, and pedestrian ramps on both sides of Pine Ave from approximately where 6th St would intersect Pine Ave to the Five Mile Creek bridge with the exceptions of:
  - Paved on-street parking and 7’ attached sidewalk where there is existing gravel parking on the south side of Pine Ave near approximately where 6th St would intersect Pine Ave
  - 7’ attached sidewalk on the north side of Pine Ave where Five Mile Creek runs parallel to Pine Ave
- Mill and overlay pavement to match existing grades and profile from where 6th St would intersect Pine Ave to the Five Mile Creek bridge
Pine Ave, Meridian Rd / Locust Grove Rd
Scope of Work

- Widen Pine Ave to two travel lanes and a center turn lane, 5’ bike lanes and curb & gutter on both sides of Pine Ave, with 7’ attached sidewalk on the north side of Pine Ave from the Five Mile Creek bridge to Ralstin Pl (retain existing sidewalk on the south side of Pine Ave)
- Add Rectangular Rapid Flashing Beacon (RRFB) at Five Mile Creek Bridge, including pedestrian ramps
- Reconstruct pedestrian ramps at each corner of the intersections of Pine Ave and E 2nd St, E 3rd St, E 4th St, E 5th St, Stonehenge Way, and Adkins Ave
- Additional drainage infrastructure including the possibility of seepage beds and a retention pond
- Upgrade street lighting at intersections and add conduit therefor
- Replace bridge structure over Five Mile Creek with new structure to accommodate 7’ attached sidewalk, 2’ curb and gutter, 5’ bike lanes, two travel lanes, and a center turn lane. The bridge construction will be staged to maintain at least one lane of traffic.

This project includes a cost share with the City of Meridian and the Meridian Development Corporation. This scope includes identifying the right-of-way and construction material costs for each organization. ACHD will be responsible for the design cost.

This project is currently programmed for right-of-way in FY 2017 and construction in FY 2018.

WHPacific, Inc., herein called the Consultant, will design the project and supply documentation in accordance with this scope of work, the current version of the ISPWC specifications with the current ISPWC updates as amended by ACHD adopted supplements, including the ACHD Supplemental Traffic Provisions.
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General

Consistent with professional standard of care, Consultant shall provide management, coordination and direction to project team and sub-consultants to complete project deliverables on time and within budget.

Definitions and Acronyms

404 Permit – Section 404 of the Clean Water Act which addresses permits for dredged or fill material in Waters of the US, administered by the U.S. Army Corps of Engineers

AASHTO – American Association of State Highway and Transportation Officials

ACHD – Ada County Highway District

ADT – Average Daily Traffic count

Agreement Administrator – The ACHD Project manager is responsible for administering the contract and overseeing the design.

CAC – Community Advisory Committee

CAD – Computer Aided Design

COMPASS – Community Planning Association of SW Idaho

CPM – Critical Path Method

CSS – Context Sensitive Solutions

FHWA – Federal Highway Administration

EPA – Environmental Protection Agency

GIS – Geographic Information System

GSI – Green Stormwater Infrastructure


ITD - Idaho Transportation Department

Man-Hour – Hour(s) of time required for an individual to complete an itemized task designated by the project scope of work. Personnel functions shall be rounded up to the nearest Man-Hour.

MOU – Memorandum of Understanding

NEPA – National Environmental Policy Act

PIM – Public Information Meeting

PMG – Project Management Guide

PSA – Professional Service Agreement, or Professional Agreement. This is a written agreement or contract between ACHD and the Prime Consultant

Prime Consultant – The firm contracting with ACHD, for the performance of work prescribed in the contract.

Project Manager – (Also abbreviated as “PM”). The ACHD point of contact for the project.

ROW – Right of Way

SHPO – State Historic Preservation Office

Study Area – The expanded area of influence generated by the project area.

Sub-Consultant – Who the prime Consultant sublets part(s) of the design contract.

SOW – Scope of Work

SWPPP – Storm Water Pollution Prevention Plan
Implied Terms
In order to avoid confusing repetition of expressions in this Scope of Work, it is provided that whenever anything is to be required, directed, specified, authorized, furnished, given, designated, permitted, reserved, approved, disapproved, accepted, or rejected, it shall be understood as if the expression were followed by the words “by the Project Manager” or ”to the Project Manager”.

Whenever anything is to be performed, designed, computed, calculated, analyzed, determined, evaluated, surveyed, obtained, established, contacted, estimated, investigated, prepared, developed, delivered, collected, and/or recorded, it shall be understood as if the expression were followed by the words “by the Consultant (either prime or sub)” or ”to the Consultant (either prime or sub).”

Coordination of Scope of Work
The Scope of Work and Professional Services Agreement are essential parts of the project, and a requirement occurring in one is as binding as though occurring in all. They are intended to be complementary and to describe and provide for a complete package.

Checkpoints or milestones have been established at various stages that require approval of specific project information. These checkpoints are:

- 30% Design Review
- 75% Design Review
- 95% Design Review
- 99% Design (Right-of-Way Plans)
- 100% Bid Documents

1.0 GENERAL PROVISIONS

1.1 Progress Meetings
Attend (in person or by phone) progress meetings. Provide an electronic copy of the meeting agenda and draft meeting summary and action items within three business days after the meeting. Revise and submit final meeting summary based on ACHD comments.

Products and Deliverables
- Kick-off Meeting
- Monthly Meetings and Agendas
- Draft Meeting Summary
- Final Meeting Summary

ACHD Responsibilities
- Schedule and provide facility for progress meetings
- Review and approve summary and action items
Assumptions

- The project is expected to be fifteen (15) months in duration through 99% Design submittal and twenty-eight (28) months total duration through 100% Bid Documents submittal.
- Twelve (12) meetings are assumed to be attended by the Consultant PM at three (3) hours in duration, including prep, travel time, and meeting summary document. Eight (8) meetings are assumed to be attended by the EIT/designer at two (2) hours in duration, including travel time. Additional meetings must be approved by ACHD.
- ACHD will review and approve summary within one week.
- Action items will be completed by due date.

1.2 Project Administration

The Consultant will prepare a schedule, Project Status Report, Earned Value Report, and invoices on a monthly basis.

Each invoice will include a table that divides design costs between the three project numbers using the percentages below:

- Project No. 815001.013 – 40%
- Project No. 515023 – 50%
- Project No. 214036 – 10%

Acceptance of any schedule shall not relieve WHPacific of the responsibilities to adjust labor or work schedules and provide sufficient resources to complete the work within the specified time and meet intermediate milestones. It is understood by ACHD and WHPacific that float within the project schedule is not for the exclusive use or benefit of either party, but is a resource available to both parties as needed to meet contract milestones, and the contract completion date.

Products and Deliverables

- Time-scaled logic diagram (Gantt Chart), updated monthly and submitted with monthly invoicing
- Monthly Project Status Report (updated monthly and included with invoice)
- Earned Value Report
- Invoice (PDF emailed to Project Manager and invoices@achdidaho.org)

ACHD Responsibilities

- Review and approve Schedule, Invoice and Monthly Project Status Report

Assumptions

- The project is expected to be fifteen(15) months in duration through 99% Design submittal and twenty-eight (28) months total duration through 100% Bid Documents submittal.
- Eighteen (18) invoices and project status reports will be prepared and submitted.
• Up to three (3) invoices and project status reports will be prepared during the ROW acquisition phase and through 100% Bid Documents submittal

### 1.3 ACHD Standards

All projects shall follow the ACHD Policy Manual. Refer to section 3004 ROADWAY DESIGN STANDARDS. Where both minimum and desirable values are provided, every reasonable effort shall be made to achieve the desirable standards. Any design exception must be approved by ACHD in writing. The roadway widths adopted by ACHD and identified on the Master Street Map shall serve as the basis for beginning evaluation. If the proposed width or other standard is less than ACHD standards, it must be documented, justified, and approved by ACHD.

Additionally, the following standards shall be used:

- ACHD Livable Street Design Guide
- Ada County Master Streets Map
- ACHD Complete Streets Policy
- AASHTO Guide for Flexibility in Highway Design
- Roundabout Guide for Ada County
- ACHD CAD Standards
- Green Stormwater Infrastructure (GSI) Guidance Manual
- ITD Bridge Design LRFD Manual, May 2014
- 2014 AASHTO LRFD Bridge Design Specification, 7th Ed w/2015 Interim Revisions

### 2.0 PUBLIC INVOLVEMENT

#### 2.1 Outreach

The Consultant will prepare a maximum of three (3) exhibits to be used on the project web site and assist in the development of survey questions to solicit public input.

**Products and Deliverables**

- Three (3) Exhibits in PDF format for website, newsletters, and post cards
- Summary of survey results and potential project revisions

**ACHD Responsibilities**

- ACHD will post exhibits and other pertinent documents to the project web site and send postcards asking residents to go to website to view design and give comments.

**Assumptions**

- The Consultant will not make contact with individual property owners or stakeholders for outreach purposes.
2.2 Public Meetings (Not Required)

3.0 LOCATION SURVEYING AND MAPPING

Project limits are along Pine Avenue from the east right-of-way of Meridian Road to the west right-of-way of Locust Grove Road (approximately 5,000 feet). Extensions to these limits exist as required for design such as 100’ north and south from centerline on all side roads. Right-of-Way acquisition is anticipated for approximately 10 parcels, east of the center section line, and Title Reports shall be acquired for all parcels along the corridor and shall be provided by ACHD. Existing Right-of-Way shall be determined from an examination of deeds, plans, and other record information against found survey monumentation. Public Lands Survey monumentation, roadway Right-of-Way monumentation, and property corner monumentation shall be located to aid in the determination of an existing alignment and Right-of-Way for the project. Conventional mapping shall be obtained to a width of 25’ north and south of existing right-of-way except in specific areas as directed. Underground utilities shall be located and determined across the length of the project including inverts on existing pipes. An assumed 28 potholes will be located over specified utilities. It is assumed that the potholing effort will be a separate trip to the site to obtain paint marks or stakes only (not actual facilities). Cross-sections of Five Mile Creek both upstream and below stream of the bridge will be necessary for hydraulic modeling sufficient for input to HEC-RAS.

Field Survey

Field surveys will be performed along the project corridor for use during the design phase of the project. Prepare survey letter of notice to be delivered prior to beginning of field surveying on private property. Non-cooperative property owners will be notified to ACHD for assistance to gain access to property to perform necessary field surveys.

Field Surveying tasks shall include the following:

- Locate necessary PLSS corners, roadway Right-of-Way, and property pins to aid in defining a centerline alignment and Right-of-Way for the project including only those section, 1/4 corners, and 1/16th corners immediately adjacent to the project centerline alignment. Assumed at least 10 PLSS corners, and numerous block corners.
- File new Corner Records for PLSS corners according to Idaho Code. (Assumes no new PLSS corners will be required to set for this project). Assumes 5 new Corner Records.
- Establish intervisible Horizontal and Vertical Control along the corridor at a spacing of no greater than 500’
- Establish Benchmarks along the corridor at a spacing of no greater than 1000’. Minimum of 5 Benchmarks.
- Locate all underground utilities marked by Digline along the entire corridor
- Locate 28 specified potholes requiring separate site trip
- Perform invert measurements for all underground structures within the corridor deemed to be affected by the project (Traffic Control may be necessary)
- Perform conventional mapping within project limits defined
- Perform HEC-RAS cross-sections of Five Mile Creek

**Base Map Development**

All set Horizontal and Vertical Control, and Benchmarks will be converted to the ADA County GIS coordinate system which is a modified state plane projection unique from standard Idaho State Plane Coordinates. All subsequent conventional mapping shall be processed in relation to this ADA County GIS.

All mapping and control shall be prepared using ACHD's CADD System and standards.

Conventional Mapping shall be provided at a scale of 1”=20’, with a 1’ contour interval and at an accuracy in accordance with accepted standards of surveying in the State of Idaho.

**Right-of-Way and Property Development**

Record Subdivision plats, Records of Survey, available last deed of record and Right-of-Way deeds shall be used to help develop the Alignment and Right-of-Way for the project corridor. The existing alignment for Pine Avenue is aliquot in nature. Title reports shall be provided by ACHD for specific parcels. It is assumed that additional Right-of-Way and several permanent easements will be required for this project, and thus legal descriptions shall be prepared.

Right-of-Way tasks shall include the following:
- Research approximately 13 Subdivision plats, 20 Records of Survey, Roadway plans, Right-of-Way deeds, last deed of record, and Corner Records
- Build record alignment and Right-of-Way from analysis of research material against field located monumentation
- Prepare Right-of-Way Reference Drawing to be used in design plans, including current ownership from Title Reports and Assessor information
- Prepare and populate ownership table per ACHD standards
- Prepare 20 legal descriptions, including exhibits
- Review Right-of-Way plans (approx. 12 sheets)
- Set wood lathe stakes for property appraisals (existing Right-of-Way, Right-of-Way acquisition, Permanent Easements, and Temporary Construction Easements). Stakes will be set one time only. Requests for additional staking will be seen as an additional service. Stakes for temporary easement lines will be based on Right-of-Way plan sheets.

**Products and Deliverables**

- Right of Entry letters prepared and delivered to ACHD for review and approval. After ACHD approval, the letters shall be delivered to the property owners by the consultant at least 14 days before survey activities begin.
- Request for Title Reports (include parcel number and name of owner)
- Existing right-of-way and property ownership base map (as master CAD file only)
Topography map and survey data for the project
- Digital terrain model of existing ground
- Request to ACHD for utility locates
- Topographic mapping and contour base map sufficient for the design of roadway improvements
- Topographic Base Map will include Existing Utilities (created from maps provided by utility companies and Digline information)

**ACHD Responsibilities**
- Review, approve, sign, and deliver the Right of Entry letter back to the consultant
- Supply existing Right-of-Way Deeds for corridor
- Supply Title Reports within 30-60 days of request
- Request potholing and utility locates, including service lines, from Digline prior to the beginning of the field surveys
- Provide utility facility maps to Consultants and transmit design review drawings to municipalities, utility companies, and irrigation districts
- Provide existing roadway and/or bridge plans from previous projects

**Assumptions**
- Additional survey width may be required to identify property features (i.e. fence lines) along project corridor. Features will be surveyed beyond the fence lines where feasible and relevant to the project and will be included in right of entry letters. Topographic survey will go back 25 feet from existing right-of-way, but include building corners.
- The survey control is to be based on the Ada County horizontal and vertical survey control datum, available at [www.adaweb.net/devserv/survey/home.html](http://www.adaweb.net/devserv/survey/home.html) under the section “GPS Control”
- This scope of work assumes several parcels will require legal descriptions. Assumes 20 legal descriptions for estimating purposes.
- All original field notes and computer files shall become the property of ACHD
- ACHD will provide required pothole information
- This scope of work does not include setting property pins, centerline alignment monumentation, Right-of-Way monumentation or PLSS corner monuments
- No paper copies of the base map will be provided
- No Record of Survey is to be filed for this phase of the project

**4.0 30% DESIGN**
The minimum information required on a 30% design review plans shall show existing facilities/features (including utilities) and location, and general design features of planned facilities including existing and proposed right of way. This includes but is not limited to line and grade and other related items that will affect project design. These plans should be 30% complete at minimum.
Roadway Design

For 30% design, the Consultant will:

- Develop preliminary line and grade of roadway features along the corridor to establish impacts to existing infrastructure and right-of-way, including typical sections
- Identify and coordinate with affected agencies and utilities. Anticipated agencies for this project include City of Meridian, Meridian Development Corporation (MDC), Nampa and Meridian Irrigation District (NMID), US Army Corps of Engineers (USACE). This scope of work assumes gas, water, power, telephone, and cable TV will be impacted by the project. Consultant will identify existing utilities and display on roll plot in color.
- Evaluate the extension of the center left turn lane from Stonehenge way to just east of Adkins Ave and prepare a design memo, including exhibits
- Develop 30% roadway plan and profile sheets, including utilities
- Develop preliminary Right-of-Way impacts and quantify required square footage for new ROW, permanent easements (PE), and temporary easements (TE)
- Calculate preliminary quantities and develop a 30% cost estimate

Assumptions

- Design effort assumes 11’ travel lane, 5’ bike lane, 6.5’ parking, 2’ curb & gutter, 8’ buffer, and 7’ detached sidewalk from Meridian Rd to approximately where 6th St would intersect Pine Ave (see Project Description for proposed features along remainder of Pine Ave to Locust Grove Rd)

Permitting

The Consultant will utilize existing survey base in conjunction with a site visit to examine indicators of Ordinary High Water (OHW) to establish the presumed jurisdictional boundary of Five Mile Creek. Utilizing 30% plans prepared by project engineers and incorporating the boundary of the jurisdictional waterway, a US Army Corps of Engineers – Idaho Department of Water Resources-Idaho Department of Lands Joint Permit Application will be prepared. Information to be included in this permit will be a project description, description of natural resources within the project area, type and quantity of fill, description of temporary and permanent impacts, an alternatives analysis, description of minimization measures planned, and mitigation measures proposed (if necessary).

As part of the permitting effort and as a subcomponent of the Joint Permit Application, Consultant will ensure the project obtains a 401 Water Quality certification from the Idaho Department of Environmental Quality and/or the EPA.

A Cultural Resource evaluation and documentation will be performed and submitted for approval by the Idaho State Historic Preservation Office. The cultural resources evaluation of the Pine Street APE in Meridian, Idaho will begin with a background site files search to identify previously recorded cultural resources and previous cultural resources projects conducted within a 1-mile radius of the APE. An archaeologist meeting the Secretary of the Interior’s Standards.
will conduct a pedestrian survey in all portions of the APE to be impacted by the proposed construction activities.

Above ground assessment will be conducted for all buildings and structures that are 45 years of age and older. Methods used to identify historic resources within the Pine Street APE in Meridian, Idaho will include a reconnaissance survey of the APE, the review of historic aerial photos, historic fire insurance maps, and a search of the Idaho Historic Sites Inventory. Sanborn Fire Insurance Maps were used to estimate construction dates when available. Resources that appear to be 45 years of age or older will be photographed and documented during reconnaissance survey.

If impacts are identified, the work below may be necessary and will be included in a supplemental:
The archaeologist will identify areas of high probability for buried cultural material. Areas to experience ground disturbance and identified high probability locations will be shovel probed to test for buried cultural material and to characterize the soils within the project area. Shovel probes will be hand excavated circular unit with a cylindrical cross-section measuring at least 30-cm in diameter and will extend a minimum of 50-cm below modern ground surface with two sterile levels.

**Products and Deliverables**

- Draft Joint Permit Application and Cultural Resource Documentation for ACHD Review (During 75% Design)
- Final Joint Permit Application and Cultural Resource Documentation for submittal to permitting agencies (During 99% Design)
- Cultural Resource Construction General Permit Documentation Summary Memo

**ACHD Responsibilities**

- Review and Comment
- Review and approve all contact with irrigation districts and property owners

**Assumptions**

- The project will not impact species listed under the ESA
- Offsite mitigation will not be required
- The project will have no impacts on any cultural resources

### 4.1 Geotechnical Investigation

A geotechnical investigation is not part of this scope of work. The Consultant will review geotechnical information provided by ACHD.

**Products and Deliverables**

- Review Geotechnical Report
ACHD Responsibilities

- Provide Geotechnical Report

Assumptions

- Geotechnical Report will include a pavement and drainage investigation report, full-depth pavement and overlay recommendations, design infiltration rates, and a foundation investigation report for the proposed structure at Five Mile Creek.

4.2 Hydraulic/Stormwater Design

All project designs must comply with the Clean Water Act, NPDES requirements and the currently approved ACHD Section 8000 Stormwater policy and Section 8200 Stormwater Design Manual. All projects should use the GSI Guidance Manual to determine the feasibility of GSI for the project area.

The Consultant will complete preliminary hydraulic computations, determine preliminary sizes, and show locations for all drainage structures and facilities (including pipes, box culverts, seepage beds, retention facilities, etc.) on plan sheets. Emphasis of design is to size storage facilities to assess right-of-way and other impacts.

Consultant will meet with irrigation district personnel and local property owners to examine existing irrigation systems and determine impacts and preferred alterations. Layout and verify size of irrigation structures. The minimum information required on 30% design review plans shall be complete enough to show location and general design features of all existing and planned irrigation facilities.

The Pine Avenue project crosses Five Mile Creek which is located in a FEMA Flood Zone. Based on discussions with the City of Meridian, the existing capacity is most likely inadequate. Previous studies have been completed for the watershed, so it may be possible to obtain hydrology from those studies. The hydraulic analysis will include a review of previous studies and a field visit. Hydraulics will be completed using HEC-RAS and will determine that any proposed improvements result in no rise in backwater elevation, as required. The analysis will be summarized in a report, including exhibits.

Products and Deliverables

- Draft Stormwater Report (including Design Life, Cost Analysis)
- Draft Hydraulic Report (No-Rise Analysis of Five Mile Creek)
- Site visit with irrigation districts and property owners

ACHD Responsibilities

- Review and Comment
- Review and approve all contact with irrigation districts and property owners
Assumptions

- Detailed drawings will not be prepared (for Hydraulic Analysis)
- Hydrology data for hydraulic analysis available from previous reports
- Thirty (30) property owners/water users will be contacted at 1 hour per contact
- From Meridian Rd to where 6th St would cross Pine Ave, the existing storm drain facilities will be adjusted to match new curb and gutter locations and will connect to existing outfall; additional storage facilities will not be evaluated
- New collection and conveyance facilities will be designed between where 6th St would cross Pine Ave and the west side of Five Mile Creek, including a retention pond on property owned by ACHD next to Five Mile Creek
- East of Five Mile Creek, the storm drain design will include seepage beds
- Stormdrain and stormwater storage facility design effort is based on current ACHD policy; use of new standards may require supplemental effort
- Stormdrain and irrigation will not be displayed on profiles for the 30% Design Submittal

4.3 Bridge Alternate Study

This project includes a new bridge over the Five Mile Creek to accommodate a center turn lane and a travel lane, 5’ bike lane, 2’ curb and gutter, and 7’ attached sidewalk in each direction. The 30% design will include a site investigation, preliminary structure layout, situation and layout.

The new bridge will be sized based on the hydraulic study and new roadway width. This submittal will produce the situation and layout, typical sections, and staging diagram. This will allow for a concept approval for ACHD and help begin any required permitting process. The bridge layout will be coordinated with the roadway design engineer and will incorporate widths and geometry for bridge layout.

It is assumed, the most cost effective bridge will be a cast in place concrete stiff leg structure. This assumption will be vetted at this stage and the preferred, most cost effective option will be presented.

The Situation and Layout for the bridge will show plan and profile view of the proposed structure. The Situation and Layout sheets and preliminary plans will be submitted for review at the 30% Design Submittal.

A preliminary construction staging plan for the preferred structure alternative will be developed.

Assumptions

- A formal report will not be prepared for the alternate study
- Rebar sheets are excluded from the 30% Design Submittal
- No retaining wall will be required on the bridge approach
Due to size constraints, three (3) structure types will be considered for structure alternatives: cast in place concrete 3-sided stiff leg, precast concrete 3-sided stiff leg, and precast concrete box culvert. All options include cast in place wingwalls.

### 4.4 Traffic (Not Required)

### 4.5 30% Design Submittal

This task includes performing an internal review of all deliverables and preparing the submittal documents. The Consultant will deliver one paper and one PDF copy.

#### Products and Deliverables

- Title Sheet
- Typical Sections (2 sheets)
- Roadway Plan and Profile Sheets (12 sheets)
  - Including utilities in color (use ITD standards)
- Roll Plot in PDF format
- Center Left Turn Lane Design Memo
- Request for design exceptions
- 30% Bridge Plan and Elevation with Typical Section and Staging Diagrams (3 sheets)
- 30% Design Cost Estimate on ACHD provided spreadsheet uploaded to ACHD’s SharePoint site and meeting quality control standard as provided by ACHD
- 30% ROW Required Square Footage (ROW, TE, PE)
- PDFs of all deliverables uploaded to ACHD’s SharePoint site
- All native files including CAD files (insert and bind all x-refs into one CAD file) uploaded to ACHD’s SharePoint site
  - SharePoint File Folder: 13 30 Percent Design-CPD20/Design Submittal-CPD20.20

#### ACHD Responsibilities

- Transmitting plan sets to project team.
- Perform internal review of all deliverables
- Coordinate with utilities; Consultant to provide support as requested

#### Assumptions

- The engineer will adhere to the ISPWC item number process, as well as the Special Provisions (SP), and ACHD’s Standard Special Provisions (SSP)

### 4.6 30% Review Meeting

#### Products and Deliverables

- Review Meeting Notes
- Maintain Comment/Response Matrix
ACHD Responsibilities

- Schedule and Host Meeting
- Provide Comments – One (1) week prior to the meeting

Assumptions

- ACHD will complete the review within two (2) weeks of receiving the 30% Design Submittal
- The review meeting will be three (3) hours in duration, including travel time, and three (3) Consultant representatives will attend the meeting

5.0 75% DESIGN

The minimum information required on a 75% design review plans shall show existing facilities/features and location and general design features of planned facilities. This includes but is not limited to line and grade and other related items that will affect project design. These plans should be at 75% complete at minimum.

Products and Deliverables

- Utility conflict evaluation
- Potholing. This scope of work assumes 28 potholes will be required. Additional potholing will be provided as a supplemental service.
- Pothole location map – to be reviewed and approved by ACHD Utility Coordinator prior to potholing commencing

75% Hydraulic/Stormwater Design

Consultant will finalize the stormwater design and computations and prepare the draft final stormwater report.

Consultant will perform design of irrigation facilities per comments from ACHD and visits with irrigation districts and local property owners. Design elements and irrigation profiles will be added to project plans.

Consultant will review comments and prepare final hydraulics report, including exhibits.

Products and Deliverables

- Draft Final Stormwater Report
- Final Hydraulic Report

ACHD Responsibilities

- Review and Comment

75% Traffic Signal Design (RRFB)

Refer to attached scope of work and fee estimate by subconsultant Precision Engineering.
75% Street Lighting Design
Refer to attached scope of work and fee estimate by subconsultant Precision Engineering.

75% Structure Design
The 75% preliminary design will incorporate review comments from the 30% design submittal and advance the approved 30% Design alternative. The plan & elevation sheet will be completed, preliminary design of the deck, abutments, footings and wing walls for the bridges will be progressed.

Prepare the preliminary design of structure and prepare the plan sheets. Plans shall include construction notes, callouts and details. Structure plans shall be completed to 75%.

Assumptions
- Rebar sheets are excluded from the 75% Design Submittal
- Bridge rail, wingwall sheets will not be completed

75% Roadway Design
For the 75% design, the Consultant will:
- Adjust line and grade of roadway features along the corridor per 30% review comments
- Coordinate with agencies and utilities as design progresses and develop color utility plans per ITD standards
- Develop project details and signing and striping design
- Develop preliminary Right-of-Way plans, including ROW Requirements Table
- Update quantity and cost estimate for 75% Design

5.1 75% Design Submittal
This task includes performing an internal review of all deliverables and preparing the submittal documents. Deliverable shall be in PDF format.

ACHD Responsibilities
- Transmitting plan sets to irrigation districts, utility companies, and local agencies.
- Perform internal review of all deliverables

Products and Deliverables
- Title Sheet
- Typical Sections (2 sheets)
- Roadway Plan and Profile Sheets – Including stormwater/irrigation profiles and pothole information (12 sheets)
- Miscellaneous Detail Sheets (3 sheets)
- 75% Bridge Plans (12 sheets)
- Signal Plans (1 sheets)
  - Consult with Utility Coordinator regarding power supply
• Signal Interconnect & Lighting Plans – Including ITS (3 sheets)
  o Consult with Utility Coordinator regarding power supply
• Signing and Striping Sheets (3 sheets)
• General Construction Staging/Phasing Plans (2 sheets)
• Advanced Construction Signing (1 sheets)
• 3 sets of 11”x17” 75% design plans (39 sheets)
• 75% Color Utility Plans (use ITD standards) (12 sheets)
• 75% Cost Estimate on ACHD provided spreadsheet uploaded to ACHD’s SharePoint site and meeting quality control standard as provided by ACHD
• 75% ROW Required Square Footage (ROW, TE, PE) by Parcel (ROW Requirements Table)
• PDFs of all deliverables uploaded to ACHD’s SharePoint site
• All native files including CAD files (insert and bind all x-refs into one CAD file) uploaded to ACHD’s SharePoint site
• SharePoint File Folder: 14 75 Percent Design-CPD90/Preliminary Design Submittal-CPD90.10

Assumptions
• The engineer will adhere to the ISPWC item number process, as well as the Special Provisions (SP), and ACHD’s Standard Special Provisions (SSP)

5.2 75% Review Meeting
ACHD will provide comments and the review plan sets to the Consultant prior to the meeting. The Consultant shall compile comments on the Comment/Response Matrix and send draft to Project Manager prior to the meeting. The Consultant will attend the 75% Design Review meeting to discuss review comments. ACHD will make final decisions for conflicting review comments. Consultant will complete the Comment/Response Matrix after the 75% Design Review and submit to ACHD.

The Consultant will attend a plan-in-hand field review prior to the 75% Review Meeting and prepare notes summarizing field review comments and decisions made.

Products and Deliverables
• Review Meeting Notes
• Maintain Comment/Response Matrix
• Plan-in-Hand Field Review Notes

ACHD Responsibilities
• Schedule and Host Plan-in-Hand Field Review Meeting
• Schedule and Host Meeting
• Provide Comments – One (1) week prior to the meeting
Assumptions

- ACHD will complete the review within two weeks of receiving the 75% Design Submittal
- The review meeting will be three (3) hours in duration, including travel time, and three (3) Consultant representatives will attend the meeting
- The Plan-in-Hand Field Review will be four (4) hours in duration, including travel time, and two (2) Consultant representatives will attend the meeting

6.0 95% DESIGN

95% Hydraulic/Stormwater Design
Consultant will finalize the stormwater design and computations and prepare the final stormwater report.

Products and Deliverables

- Final Stormwater Report

95% Traffic Signal Design (RRFB)
Refer to attached scope of work and fee estimate by subconsultant Precision Engineering.

95% Street Lighting Design and Details
Refer to attached scope of work and fee estimate by subconsultant Precision Engineering.

95% Structure Design
Finalize structure design and plan sheets making modifications based on 75% design review comments. Plans will include all construction notes and callouts. Finalize quantities and specifications.

The plans will include final structure layout, final structure design, details of the deck, abutments, footings, and wingwalls, reinforcement details, and miscellaneous details.

95% Roadway Design
Make revisions based on 75% design review comments. Finalize all work on roadway plan package including utilities. Plans to include all construction notes and callouts. Consultant will:

- Advance design, existing sheets, and cost estimate to 95% design
- Develop approach and driveway profiles
- Prepare special provisions
- Prepare Erosion and Sediment Control Plan
- Develop Temporary Traffic Control Plan (including bridge construction staging)
- Develop 95% ROW plans
6.1 95% Design Submittal

This task includes performing an internal review of all deliverables and preparing the submittal documents. Deliverable shall be in PDF or electronic format. ACHD will be responsible for transmitting plan sets to irrigation districts, utility companies, and local agencies.

Products and Deliverables

- Title Sheet
- Typical Sections (2 sheets)
- Roadway Plan and Profile Sheets (12 sheets)
- Approach/Driveway Profile Sheets (3 sheets)
- Detail Sheets (3 sheets)
- Stormwater Plan and Profile Sheets
  - Including pond Revegetation as outlined in the Stormwater Management Pond Revegetation Guidance Manual
- Irrigation Profiles (on roadway plan/profile sheets)
- 95% Bridge Plans (13 sheets)
- Signal Plans (2 sheets)
  - Consult with Utility Coordinator regarding power supply
- Signal Interconnect and Lighting Plans and Details (4 sheets)
  - Consult with Utility Coordinator regarding power supply
- Signing and Striping Sheets (3 sheets)
- Temporary Traffic Control Plan, including bicycle, pedestrian, and transit facilities (3 sheets)
- General Construction Staging/Phasing Plans/Utility Phasing Plans, (2 sheets)
- Advanced Construction Signing (1 sheets)
- SWPPP (4 sheets)
- 95% Color Utility Plans (use ITD standards) (12 sheets)
- Special Provisions
- 95% Cost Estimate on ACHD provided spreadsheet uploaded to ACHD’s SharePoint site and meeting quality control standard as provided by ACHD
- 95% ROW Required Square Footage (ROW, TE, PE) by Parcel (ROW Requirements Table)
- 95% Stormwater Report (including calculations)
- 75% design Plans and estimate with ACHD comments
- 75% Comment/Response Matrix
- 3 sets of 11”x17” 95% design plans (52 sheets)
- PDFs of all deliverables uploaded to ACHD’s SharePoint site
- All native files including CAD (insert and bind all x-refs into one CAD file) files uploaded to ACHD’s SharePoint site

SharePoint File Folder: 15 95 Percent Design-CPD50/Draft Final Design Submittal-CPD50.10
Assumptions
The engineer will adhere to the ISPWC item number process, as well as the Special Provisions (SP), and ACHD’s Standard Special Provisions (SSP)

6.2 95% Review Meeting

Products and Deliverables
- Review Meeting notes
- Maintain Comment/Response Matrix

ACHD Responsibilities
- Schedule and Host Meeting
- Provide Comments – One (1) week prior to the meeting

Assumptions
- ACHD will complete the review within two weeks of receiving the 95% Design Submittal
- The review meeting will be three (3) hours in duration, including travel time, and three (3) Consultant representatives will attend the meeting

7.0 99% DESIGN
The Consultant will incorporate comments from the 95% Design review meeting into the 99% Design submittal documents and perform an internal review. The plans will be finalized for right-of-way acquisition and legal descriptions will be written.

7.1 Finalize Plans for Right-of-Way Acquisition

Products and Deliverables
- 2 sets of 11”x17” construction plans (52 sheets) signed and sealed by a Professional Engineer registered in the State of Idaho
- 2 sets of 11”x17” color right-of-way plans (12 sheets), signed and sealed by a Professional Land Surveyor registered in the State of Idaho; attach signing and striping plans to ROW plans.
- PDF of construction plans (52 sheets) signed and sealed by a Professional Engineer registered in the State of Idaho and color right-of-way plans (12 sheets), signed and sealed by a Professional Land Surveyor registered in the State of Idaho
- One PDF set of legal descriptions with exhibits for takes and permanent easements, signed and sealed by a Professional Land Surveyor registered in the State of Idaho.
- One PDF set of cross sections to include elevation changes at each driveway.
- PDF Special Provisions, signed and sealed by a Professional Engineer registered in the State of Idaho
- 99% Cost Estimate on ACHD provided spreadsheet uploaded to ACHD’s SharePoint site and meeting quality control standard as provided by ACHD
- 95% Design plans and reports with ACHD comments
- 95% Comment/Response Matrix
- 95% Right-of-Way Plans with ACHD comments
- All final permits
- PDFs of all deliverables uploaded to ACHD’s SharePoint site
- All native files including CAD (insert and bind all x-refs into one CAD file) files uploaded to ACHD’s SharePoint site
- Updated plan view display board from 95% submittal (11”x17” PDF(s))
- *SharePoint File Folder: 16 99 Percent Designl-CPD65*
- *Contingency Item: Design support during ROW acquisition*

**Assumptions**

- The engineer will adhere to the ISPWC item number process, as well as the Special Provisions (SP), and ACHD’s Standard Special Provisions (SSP)

**8.0 100% BID DOCUMENTS**

The Consultant will incorporate changes made during right-of-way negotiations into the plans.

**Products and Deliverables**

- Complete Bid Package
  - 100% Plans (22” x 34”)
  - 100% Specifications
    - Review utility contact information and durations with Utility Coordinator prior to submittal
    - Include a description of work to be completed by the utility company under contact information
  - 100% Cost Estimate on ACHD provided spreadsheet uploaded to ACHD’s PWA site and meeting quality control standard as provided by ACHD
  - Cross Sections
    - Updated plan view display board from 99% submittal (11”x17” PDF(s))
    - Shallow Injection Well Inventory Forms (for any subsurface drainage feature)
- PDFs of all deliverables uploaded to ACHD’s PWA site
- All native files including CAD (insert and bind all x-refs into one CAD file) files uploaded to ACHD’s PWA site
- *PWA File Folder: 17 100 Percent DesignlCPD55/100 Percent PlanslCPD55.10*

**Assumptions**

- The engineer will adhere to the ISPWC item number process, as well as the Special Provisions (SP), and ACHD’s Standard Special Provisions (SSP)
9.0 CONSTRUCTION ENGINEERING

This task addresses engineering support during the construction phases of the project and the record of survey which occurs after construction is complete. ACHD will utilize the engineer on a time and materials basis. This work is not included in this contract and will be included in a separate contract, if required.
5.0 75% Design

75% Traffic Signal Design (RRFB)
The Consultant (Precision Engineering, LLC) will design the initial layout of the rectangular rapid flashing beacon (RRFB) on Pine Avenue near the west side of the bridge over Five Mile Creek. Plans will be drafted showing new luminaire poles with RRFB units, control, LED luminaires, signs and other items as necessary.

Assumptions
- The Consultant will coordinate with Idaho Power to establish power service locations.
- The design for traffic signal interconnect is not included in this scope of work.

Products and Deliverables
- RRFB Plan (1 sheet)

75% Street Lighting Design
The Consultant (Precision Engineering, LLC) will conduct a field review of existing street lighting along Pine Avenue to determine existing conduit and junctions to connect to at the limits of the project improvements. Street lighting design along Pine Avenue will consist of installing one street light at each intersection, including: 2nd St, 3rd St, 4th St, 5th St, Stonehenge Way, Adkins Ave, and Ralstin St. Conduit and junction boxes will also be installed on both the north and south sides of Pine Ave from Meridian Road to where 6th Street would cross Pine Ave for future decorative lighting. The conduit and junction boxes for a future Pedestrian Hybrid Beacon (PHB) will be included on the street lighting plans.

Assumptions
- Street lighting for Meridian Road, Main Street and Locust Grove Road are not included in this scope of work.
- The design for future traffic signal interconnect conduit and junction boxes along Pine Avenue is not included in this scope of work.
- The Consultant will coordinate with Idaho Power to establish power service locations.

Products and Deliverables
- Lighting Plans (3 sheets)
- Quantities

95% Traffic Signal Design (RRFB)
The Consultant (Precision Engineering, LLC) will make design and plan revisions to address 75% Design Review comments and prepare final traffic signal design and details.
Products and Deliverables
- RRFB Plan (2 sheets)
- Use Tax Quantities

ACHD Responsibilities
- Pothole proposed pole locations.

**95% Street Lighting Design and Details**
The Consultant (Precision Engineering, LLC) will make design and plan revisions to address 75% Design Review comments, and prepare final design and details.

Products and Deliverables
- Lighting Plans (3 sheets)
- Lighting Details (1 sheet)
- Lighting Special Provisions
- Quantities

ACHD Responsibilities
- Pothole proposed pole locations.
### Task 1

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**TOTAL LABOR COST: $ 3,306,785**