



Public Works/Finance Committee

Regular Meeting ~Agenda~

Laurie M. Hopkins
City Clerk

www.ci.moscow.id.us

208.883.7015

Monday
January 22, 2018

4:30 PM

Council Chambers
206 E. Third St.

- 1. Approval of Public Works/Finance Committee January 8, 2018 Minutes – Laurie M. Hopkins**
- 2. Mountain View Road, 6Th to Joseph Street Design Agreement - Kevin Lilly**

The Mountain View Road, 6th to Joseph Street Federal Aid Project is the next phase of the City's efforts to improve the full length of one of our most important arterial roadways. The project is being funded (92.66% federal aid/7.34% local match) through the Local Highway Technical Assistance Council's (LHTAC's) Local Urban Program and will improve the road from an existing two lane rural section to a 36 ft. wide urban section with sidewalks, curb and gutter, green strips, turn lanes where warranted, upgraded illumination, and a roundabout at the intersection of 6th and Mountain View.

The Concept Report for the project was prepared by JUB and was approved by the City Council on July 21, 2014. Since that time, the project has been delayed due to funding issues within the Local Urban program, but it is now on track for construction in FY 2023 or FY 2024 with \$2.6M allotted for construction. Right of way funding in the amount of \$102K will become available in FY 2019 and the project is expected to be "shovel ready" by FY 2021 should early funding become available.

The attached agreement to complete the roadway design, geotechnical studies, and environmental clearance has been negotiated with JUB Engineering, Inc. in the amount of \$261,500.00.

PROPOSED ACTIONS: Recommend approval of the attached design agreement with JUB Engineering, Inc. in an amount not to exceed \$261,500.00, or provide staff further direction.

Reports

Sanitation Strategic Plan Update - Tim Davis

Adjourn

NOTICE: Moscow City Council and committee meetings are televised, videotaped and/or recorded. Individuals attending the meeting who require special assistance to accommodate physical, hearing, or other impairments, please contact the City Clerk, at (208) 883-7015 or TDD 883-7019, as soon as possible so that arrangements may be made.



Public Works/Finance Committee

Regular Meeting ~Minutes~

Laurie M. Hopkins
City Clerk

www.ci.moscow.id.us

208.883.7015

**Monday
January 8, 2018**

4:30 PM

**Council Chambers
206 E. Third St.**

The meeting was called to order at 4:30 PM

PRESENT: Kathryn Bonzo Chair, Jim Boland Councilmember, Brandy Sullivan Councilmember

OTHERS: Mayor Bill Lambert, Councilmember Art Bettge

STAFF: Jen Pfiffner, Alisa Anderson, Jen Meekhof, Brittany Gunderson, Bill Belknap, Tim Davis, Rod Hall, Les MacDonald, Ryan Cash, Laurie M. Hopkins

1. Approval of Public Works/Finance Committee December 11, 2017 Minutes – Laurie M. Hopkins

RESULT:	ACCEPTED [UNANIMOUS]
AYES:	Kathryn Bonzo, Jim Boland, Brandy Sullivan

2. Selection of Committee Chair and Vice Chair

The Committee agreed Kathryn Bonzo will be Chair and Brandy Sullivan will be Vice Chair.

3. Disbursement Report for December 2017 – Sarah Banks

Staff will present the Accounts Payable Report for the month ending December 2017. This was reviewed, signed and recommended for approval by the Public Works/Finance Committee on January 8, 2018.

ACTION: Approve the Disbursements Report for the month of December 2017.

Banks introduced new staff members in the Finance Department. She then went over the major expenditures in the December report. The Committee signed the report, recommended approval and that it be placed on the Council consent agenda.

RESULT:	RECOMMENDED TO COUNCIL CONSENT [UNANIMOUS]
AYES:	Kathryn Bonzo, Jim Boland, Brandy Sullivan

4. First Quarter Financial Report October 1, 2017 to December 31, 2017 for FY2018 – Sarah Banks

First quarter financial report for fiscal year 2018 (October 1, 2017 to December 31, 2017). This was reviewed and recommended for approval by the Public Works/Finance Committee on January 8, 2018.

ACTION: Approve the report.

Banks introduced the item and Riedner explained tax revenues are received in January. The Committee recommended approval and that it be placed on the Council consent agenda.

RESULT:	RECOMMENDED TO COUNCIL CONSENT [UNANIMOUS]
AYES:	Kathryn Bonzo, Jim Boland, Brandy Sullivan

Minutes Acceptance: Minutes of Jan 8, 2018 4:30 PM (Regular Items)

5. 2309 and 2315 Itani Drive Lot Line Adjustment – Ryan Cash

Rafik Itani is requesting a lot line adjustment between two parcels of land currently addressed as 2309 and 2315 Itani Drive in order to accommodate future development at 2315 Itani Drive. 2309 Itani Drive is currently 9,192 square feet in size and 2315 Itani Drive is currently 7,472 square feet in size. The applicant is proposing to adjust the common lot line between the two parcels in order to convey a 9 ft by 116.46 ft area from 2309 Itani Drive to 2315 Itani Drive. The subject properties are located in the Moderate Density Single-Family Residential (R-2) Zoning District which has a minimum lot area of 7,000 sf and a minimum lot width of 60 feet. Both parcels will also meet the minimum lot area and width requirements for the R-2 Zone. 2309 Itani Drive currently has a single family dwelling constructed upon it, which will meet all setback requirements for the proposed lot line adjustment. This was reviewed and recommended for approval by the Public Works/Finance Committee on January 8, 2018.

ACTION: Approve the lot line adjustment request with no conditions.

Cash introduced the item as written above and described the requirements for the R-2 Zoning District. The retention pond in the map is no longer in that location. The Committee recommended approval and that it be placed on the Council consent agenda.

RESULT:	RECOMMENDED TO COUNCIL CONSENT [UNANIMOUS]
AYES:	Kathryn Bonzo, Jim Boland, Brandy Sullivan

6. FY20 Local Highway Safety Improvement Program (LHSIP) Grant Application – Alisa Anderson

The Highway Safety Improvement Program (LHSIP) is a federally funded program aimed at reducing Fatal and Serious Injury (Type A) crashes on the roadway systems. Eligible entities for LHSIP include Local Highway Jurisdictions (LHJs) with at least one Fatal or Serious Injury (Type A) crash from 2011-2015. The City has been notified of its eligibility for the FY20 application process. Grant applications require a local match of not less than 7.34%. LHSIP funds can be used for a variety of safety related projects that can reduce the amount of crashes in a single location or in a larger project area.

In review and analysis of the citywide crash and accident data, staff has identified a project corridor located on Third Street between Lieuallen Street and Lilly Street. This area is a walking and biking corridor frequently traveled by UI students to off-campus housing, restaurants, and many downtown businesses. Third Street is also a designated on street bike route, transitioning from bike lanes to shared lane markings at the intersection of Lieuallen and Third Streets just outside of the Phase 2 project area. A majority of the pedestrian facilities within the project area are hazardous due to deterioration and not compliant with current ADA standards which currently poses great risk to those who travel the corridor, especially at night.

The proposed Third Street/SH 8 Corridor safety improvements include the demolition and removal of deteriorated and non-ADA compliant infrastructure comprised of concrete sidewalks, outdated curb ramps, and unused vehicle access approaches. The Third Street, Phase 2, LHSIP Systemic Solution funding requested for safety improvements will replace approximately 430 square yards of deteriorated concrete sidewalk with widths ranging from 5 to 15 feet, and approximately 400 linear feet of curb and gutter including 4 ADA pedestrian curb ramps. The project will also install 8 new LED luminaires to improve night-time visibility. Total project costs are estimated not exceed to \$305,000 with a local match of 7.34% not to exceed \$22,500.

This was reviewed and recommended for approval by the Public Works/Finance Committee on January 8, 2018.

PROPOSED ACTIONS: Approve submittal of the grant request for the FY20 Local Highway Safety Improvement Program for the SH8/Third Street Corridor Safety Improvement Project Phase 2 with total project costs estimated not exceed to \$305,000 with a local match of 7.34% not to exceed \$22,500 or take such other such action as deemed appropriate.

Anderson explained the Local Highway Technical Assistance Council recommended Moscow come back this year and apply for Phase 2 since last year when applying for both, only Phase 1 was awarded. Anderson gave details about Phase I, applied for in 2019 and is scheduled in the Idaho Transportation Improvement Plan for design in 2020 and construction in 2021. Staff is considering with the new application if awarded, they may allow both portions could be designed and constructed at the same time. Anderson described Phase 2 as written above. A portion adjacent to the Nissan dealership has already been completed. The application is due January 18 with awarding of preliminary approval March to June of this year. The Committee recommended approval and that it be placed on the Council regular agenda.

RESULT:	RECOMMENDED TO COUNCIL REGULAR [UNANIMOUS]
AYES:	Kathryn Bonzo, Jim Boland, Brandy Sullivan

7. Task Order Agreement for Design and Construction Administration of Booster Stations Phase II - Les MacDonald

The City of Moscow has nearly completed the construction of the Taylor, White, and Vista Booster Stations in Phase I of the Booster Station Improvements Project. Phase II of the project will replace the remaining two existing water pressure booster stations, the Ponderosa Booster Station, and the Indian Hills Booster Station. Replacement of the Ponderosa and Indian Hills stations will allow us to achieve our long term goal of replacement of all of the City's booster stations as recommended in the City of Moscow Comprehensive Water System Plan. This project is being implemented to address current pressure limitations, improve pump efficiency and fire flow in the Indian Hills and Ponderosa pressure zones, upgrade the electrical systems, provide emergency power to both stations, and to improve maintenance access and safety by bringing both stations above grade. The project will include the design and construction of approximately 3,000 linear feet of new water main

The existing Ponderosa Station located on the north side of Ponderosa Drive near Orchard Avenue will be relocated to the southeast corner of Orchard Avenue and Lanny Lane. The existing Indian Hills Station located on Indian Hills Drive near its intersection with Northwood Drive will be relocated to property to be acquired on Southview Avenue.

Staff has negotiated the attached agreement with JUB Engineers for design and construction management of the project in the amount of \$425,750. The agreement provides for completion of a preliminary evaluation and engineering report, site surveying and easement acquisition, preparation of plans and specifications, bidding assistance, and construction inspection for the replacement of both pump stations. The project is expected to be advertised for construction in the summer of 2018 with construction occurring through the following fall and winter. This was reviewed and recommended for approval by the Public Works/Finance Committee on January 8, 2018.

PROPOSED ACTIONS: Approve the Task Order Agreement with JUB Engineers, Inc., or take such other action as deemed appropriate.

MacDonald said this agreement is in regards to the Well 10 project which has two phases and the booster station replacement project, which also has two phases. He gave a history of the phases of both projects and provided pictures of the buildings, pumps and landscaping (see attached). Department of Environmental Quality requires booster stations to be above ground and all the stations have difficulty

with fire flow. MacDonald gave further details as written above. The Committee recommended approval and that it be placed on the Council regular agenda.

RESULT:	RECOMMENDED TO COUNCIL REGULAR [UNANIMOUS]
AYES:	Kathryn Bonzo, Jim Boland, Brandy Sullivan

Reports

Long-Term Disposal RFP Update - Tim Davis

Davis gave a brief history of the current disposal contract. Waste Management had plans to open a regional landfill in Washtucna. When Moscow signed the contract, the cost was based on that location. The Washtucna site never came to fruition and Moscow's waste had to be hauled to Arlington Oregon, which added another 300 per round trip. The current contract with Waste Management, subcontracted by Waste Connections, has one remaining five year option. Moscow averages about three trucks a day, five days a week and is hauled to Finley Butte Landfill in Boardman Oregon. Waste Connections was approached regarding extending the current contract under the same terms but they declined and insisted that any extension be tied to a surcharge escalator. Fuel escalators added to contracts brings uncertainty and staff isn't comfortable with that option. Staff developed a Request for Proposal (RFP) for transportation and disposal for Moscow's municipal solid waste. It's a good opportunity to review other options for a longer term contract while maintaining the last five year option on current contract. There would be no obligation to enter into a contract with any proposals to the RFP.

Recently large disposal companies have contracted with rail roads for long term transportation of waste to regional landfill sites. There is a rail hub located in Spokane Valley. Several northeastern counties, such as Whitman County, truck containers of waste to Spokane Valley and are transferred to rail cars and hauled to the Regional landfill in the Columbia Gorge. Whitman County's current cost for transportation and disposal is comparable to what Moscow is paying now.

Riedner said the contract is very favorable to Moscow but the Council has been very good about giving relief to Waste Connections when fuel prices have skyrocketed. He gave a brief history of why we ship out of Latah County.

The deadline to exercise the five year extension is June 1, 2018. If the RFP goes out now, there is time to see what other options there is.

Davis said he also issued a Request for Qualifications (RFQ) for development of a sanitation master plan that is due by December. A committee will be put together to interview respondents. Some of the tasks included in the RFQ was evaluation of programs to identify vulnerabilities, review a yard waste option, and relocation of recycling center as well as others. A workshop presentation to City Council will be at the end of the process. The most costly part of the recycling program is shipping and sorting. The RFQ also includes a feasibility analysis for operating a local material and recovery center for recyclables. The interviews for the RFQ is scheduled for January 17.

Riedner gave a history of the recycling program in Moscow. Issues with the current location is the yard waste area, viability of drop off bins, and the location in a commercial neighborhood. It was also identified as a major challenge area in the strategic plan. Hopefully citizen surveys on the recycling center will be done prior to decision of bond but plenty of information will be provided on the process. Latah Sanitation will be included in the process and also on the interview committee. The RFQ will look at volumes of the quad cities to see if a local material recovery facility is feasible and should be out by the end of the week. The relocation of the recycling is not on the bond issue but will be financed from the Sanitation Fund. The Committee approved moving forward with the RFP and RFQ.

Adjourn

The meeting was closed at 5:36 PM

MOSCOW CITY COUNCIL AGENDA**Meeting Date:** 01/22/2018**Title:** Mountain View Road, 6Th to Joseph Street Design Agreement**Responsible Staff:** Kevin Lilly

Information

DESCRIPTION: The Mountain View Road, 6th to Joseph Street Federal Aid Project is the next phase of the City's efforts to improve the full length of one of our most important arterial roadways. The project is being funded (92.66% federal aid/7.34% local match) through the Local Highway Technical Assistance Council's (LHTAC's) Local Urban Program and will improve the road from an existing two lane rural section to a 36 ft. wide urban section with sidewalks, curb and gutter, green strips, turn lanes where warranted, upgraded illumination, and a roundabout at the intersection of 6th and Mountain View.

The Concept Report for the project was prepared by JUB and was approved by the City Council on July 21, 2014. Since that time, the project has been delayed due to funding issues within the Local Urban program, but it is now on track for construction in FY 2023 or FY 2024 with \$2.6M allotted for construction. Right of way funding in the amount of \$102K will become available in FY 2019 and the project is expected to be "shovel ready" by FY 2021 should early funding become available.

The attached agreement to complete the roadway design, geotechnical studies, and environmental clearance has been negotiated with JUB Engineering, Inc. in the amount of \$261,500.00.

STAFF RECOMMENDATION: Recommend approval of the attached design agreement with JUB Engineering, Inc. in an amount not to exceed \$261,500.00.

PROPOSED ACTIONS: Recommend approval of the attached design agreement with JUB Engineering, Inc. in an amount not to exceed \$261,500.00, or provide staff further direction.

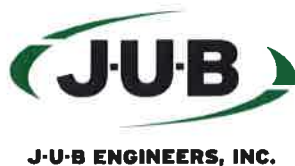
Necessary Resources/Impacts

Engineering Staff time for consultant management, reviews, and invoice processing. Consultant payments by City will be reimbursed at 92.66%.

01/16/18 350.150.40.770.91 · Capital Projects Mountainview 2015 STP-Urban Improvements
\$261,500.00

Attachments

JUB Mountain View Final Design Agrmt Jan 2018



J-U-B COMPANIES

THE
LANGDON
GROUPGATEWAY
MAPPING
INC.

2 January, 2017

Kevin Lilly, PE
City of Moscow, Deputy Director - Engineering
PO Box 9203
Moscow, Idaho 83843

RE: Key 13014, Mountain View Road

Kevin:

Enclosed is the Consultant Agreement for the second phase of the design work on Mountain View Road, Key 13014.

This agreement is ready for the City's signature on the third page of this document. Once signed, please send the entire document to Holly McClure at the Idaho Transportation Department headquarters (PO Box 7129, Boise, ID 83707-1129).

Thanks for your help and patience with this process.

Sincerely,

J-U-B ENGINEERS, Inc.
Gerald H. Flatz, PE
(208) 376-7330 work
(208) 870-8618 cell

Enclosure

cc: Bryan Martin, PE - LHTAC (w/o enclosure)

Attachment: JUB Mountain View Final Design Agrmt Jan 2018 (1628 : Mountain View Road, 6Th to Joseph Street Design Agreement)

IDAHO TRANSPORTATION DEPARTMENT

LOCAL PROFESSIONAL SERVICES AGREEMENT

Agreement Number 94699

THIS AGREEMENT is made and entered into this _____ day of _____, _____, by and between the CITY OF MOSCOW, whose address is PO Box 9203 Moscow ID 838431703, hereinafter called the "Sponsor," and J-U-B ENGINEERS, INC., whose address is 250 S. Beechwood Ave., Ste 201, Boise, ID, 83709, 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):

PROJECT NAME: MOUNTAIN VIEW RD, MOSCOW

PROJECT NO: A013(014)

KEY NO: 13014

I. SUBCONSULTANTS

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

Hodge & Associates, Inc.

Geoprofessional Innovation Corporation (GPI)

Gorman Preservation Associates

Transect Archaeological

II. AGREEMENT ADMINISTRATOR

This Agreement shall be administered by Bryan Martin, LHTAC; (208) 344-0565; or an authorized representative.

III. 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. 1L.

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

IV. 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.

V. 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 **7/22/2019**.
- 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.

VI. BASIS OF PAYMENT

- A. Payment Basis: Lump Sum. The agreed upon total amount for all work described in this Agreement.
- B. Compensation Amount - \$261,500
- C. 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.

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

J-U-B ENGINEERS, INC.

Consultant

By: 

Title: VICE PRESIDENT

CITY OF MOSCOW

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. All material acquired or produced by the Consultant under this contract may be public records under the Idaho Public Records Act. Reference Idaho Code Section 9-338(9).

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 reproducible 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 on one of the following:

- a. Standard CD-ROM format;
- b. Standard DVD-ROM Format

Files shall be developed with MicroStation software, XM Version 8.09.X 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

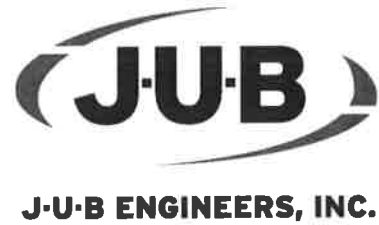
By signing this document, the Consultant certifies to the best of their knowledge and belief that:

- 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.



SCOPE OF WORK

(VERSION 9)

PROJECT OVERVIEW

Mountain View Road, City of Moscow Key No. 13014

The City of Moscow has developed a concept to transform a portion of Mountain View Road into a “complete street” that will be designed to enable access for all users. When the project is finished, pedestrians, bicyclists, and motorists of all ages and abilities will be able to maneuver through the corridor. The City’s vision to consider a roundabout at the intersection of Mountain View Road and 6th Street has the potential to improve traffic flow and help reduce the likelihood and severity of crashes.

The Phase 1 scope already completed included the concept report, draft environmental evaluation (EE), and Phase I (G) of the materials report for a longer project length. Due to anticipated project budget constraints, the Phase 2 Scope and project length has been reduced.

The southern project limit is located at the intersection with Joseph Street (inclusive of the intersection and transitions to the existing pavement sections as required) and the northern project limit is located at the intersection of Mountain View and 6th Street (inclusive of the intersection). The project will widen the existing 24 foot paved, two lane rural road section to a 36 foot wide, two lane, urban road section with bicycle lanes, storm drainage improvements, illumination upgrades, curbs, gutters, and sidewalk on the west side, green strips and a roundabout at the intersection of Mountain View Road and 6th Street (no sidewalk will be added on the east side of Mountain View as there is an existing pedestrian path, but the existing path may require modification to match into the new pavement section).

Right-of-Way acquisition may be required at 6th Street for intersection improvements. The contents of the Phase 2 scope and project development completion are outlined on the following pages.

NOTE: Tasks outlined in the scope without reference to a specific sub-consultant will be performed by J-U-B, The Langdon Group or Gateway Mapping.

The deliverables include:

- ☑ Preliminary Design
- ☑ Environmental Clearance
- ☑ Design Study Report
- ☑ Phase II & III Materials Reports
- ☑ Utility Plans
- ☑ Right-of-way Plans
- ☑ Final Design
- ☑ Phases V Materials Report
- ☑ Plans, Specifications, and Estimate (PS&E) package

I. Field Surveys

All field survey activities will be completed by Hodge and Associates. J-U-B will provide PLS responsibilities.

Standards:

All work under this section will conform to accepted surveying practices, ITD Standards, and Idaho State Code and Administration Policy regarding land surveying. The units for measurements and dimensions will be based on the U.S. Survey Foot.

New Right-of-Way Development:

1. Calculate right-of-way staking points based on centerline geometry file for survey staking.
2. Stake existing and proposed right-of-way with temporary stakes for property appraisals.
3. Prepare legal descriptions and exhibit drawings for new right-of-way parcels (estimated 6 parcels).

R/W pins are to be set as outlined in the Phase 1 agreement.

II. Materials Reports

Materials investigations and reports will be done by GeoProfessional Innovation (GPI) with QC of reports by J-U-B.

The City of Moscow plans to improve approximately 0.3 miles of Mountain View Road in Moscow, Idaho, from its intersection with Joseph Street, north to the 6th Street intersection. The Abbreviated Phase 1 (G) Report recommended an asphalt concrete pavement section be used for the proposed traffic loading. The pavement section recommendation outlined in the Phase 1(G) Report includes a 6-inch ACP section on a 26-inch Aggregate section for widening the asphalt paved roadway. Additional work to modify this pavement section is addressed in the scope items below. We anticipate minor site grading will be required as small embankments (less than 5 feet) will be constructed to widen the existing road. Existing stormwater drainage patterns will be maintained to the extent possible. Existing utilities will also be maintained to the extent possible, but some may need realigned or elevation adjustments as part of the planned improvements.

To develop our geotechnical scope of services, GPI discussed the project parameters and agreed to honor the Strata Scope proposal MOP12165B. Based on our understanding of the proposed construction, the LHTAC and ITD *Materials Report* requirements and the anticipated soil and geologic conditions, we anticipate the geotechnical engineering evaluation will require the following scope of services:

Phase I – Geological Reconnaissance Report

Completed during Phase 1 of this scope.

Combined Phase II – Soils Investigation & Phase III – Pavement Estimating Report

Subsurface Exploration

1. Per J-U-B's request, GPI will accomplish additional exploration and laboratory testing to supplement our previous subsurface and geologic information. GPI will contact a public utility locating service such as One-Call to identify public utilities within the alignment right-of-way to reduce the potential for damage during exploration. GPI is not responsible for damage to utilities that are improperly marked or otherwise not identified within the right-of-way.
2. GPI will work with the City and the City will provide a traffic control plan and provide traffic control staff during exploration activities.
3. GPI will observe subsurface conditions via soil borings at 4 additional locations along the project alignment. GPI will subcontract a drill rig and operator to accomplish exploratory borings within the existing roadway to depths ranging from approximately 4 to 10 feet below the existing ground surface. We expect

exploration locations will be truck accessible. Exploratory borings will be loosely backfilled upon completing exploration. Borings will be plugged with bentonite and will receive a cold-mix asphalt patch at the surface. Some surface disturbance and loose soil remaining at the surface must be expected as part of test pit exploration, though paved sections will be swept. Soil encountered at exploration locations will be visually classified referencing the Unified Soil Classification System (USCS). Subsurface profiles will be logged. The depth to groundwater, if encountered, will be recorded. Soil samples will be obtained at 2.5 to 5.0-foot-intervals for laboratory testing.

4. GPI will accomplish laboratory testing on select soil samples collected during exploration. Laboratory testing will include, but is not limited to:
 - i. 8 moisture content
 - ii. 2 gradation analyses
 - iii. 2 Atterberg limits
 - iv. 2 pH and resistivity
 - v. 2 Modified Proctor
 - vi. 4 R-value tests (Strata will be compensated for three in this agreement)
5. GPI will prepare a combined Phase II – Soil Profile and Phase III – Pavement Estimating report, referencing ITD Materials Manual Sections 230 and 240, including a site vicinity map, soil profile and soil summary plates. Our report will also include a typical section or sections for the selected pavement type using ITD design methods. GPI will also provide materials and estimating data for the project.

Additional work will be performed to address pavement section drainage and the currently proposed 32" deep pavement section. GPI will study options to reduce the pavement section including use of rock cap and/or geogrid for a more cost effective solution. Varying pavement sections may be proposed depending on additional exploration results and the development of more cost effective solutions. We anticipate both a flexible asphalt pavement section (for the main roadway) and a Portland cement pavement section (for the roundabout truck apron) will be required. No percolation testing will be performed for swales.

Phase V - Special Provisions Report This will be an internal report only incorporated into the specifications. LHTAC and City review of special provisions will include the information from the Phase V Report.

1. GPI will review any modifications or supplemental specifications for the existing project and ITD standards.
2. GPI will prepare a separate Phase V – Special Provisions report, referencing ITD Materials Manual Section 250, including reviewing modifications or supplemental specifications for the existing project and ITD standards applicable

to the project. STRATA will also develop new materials-related specifications, special provisions, and notes to the contractor, if necessary. We will interact with J-U-B during this task to identify pertinent project aspects that should be incorporated into the contract documents. We expect the Phase V report will be prepared after the combined Phase II & III reports, near project completion.

Reporting & Review

An electronic copy of each draft Phase (excluding the previously completed Phase I(G)) report in Adobe Acrobat® PDF and MS Word format will be provided to J-U-B for review by the project team. We will provide 4 final hard copies of each Phase report (excluding the Phase V) and 1 electronic copy in PDF format to J-U-B after incorporating draft report comments. The electronic copies will be provided to the City of Moscow and LHTAC upon completion. Our scope includes one draft and one final report submittal for J-U-B review and then again for agency review. It is assumed that LHTAC will approve final reports and uploading to ITD FTP site and ITD review is not anticipated. The Phase V Report will be provided to J-U-B in MS Word format.

GPI will attend 1 meeting with J-U-B, the City of Moscow and/or LHTAC within 50 miles of Moscow, Idaho to review each Phase report (Estimated 1 meeting for the Combined Phase II/III and 1 meeting for the phase V) and to answer questions. Alternatively, we will attend 2 conference calls per report to discuss the report findings, upon request.

The scope of services for each of the separate Phase reports presented above does not include an engineering evaluation of erosion control, foundations, embankments, retaining structures, project surveying or construction observation. In addition, our scope has not budgeted for draft report iterations other than the single report revision listed above. If GPI identifies project conditions or report review iterations above and beyond those presented herein, GPI will contact J-U-B immediately.

Design Review

GPI will provide final design review of applicable plans and specifications. The purpose of our review is to help provide geotechnical consistency between project planning, design and construction. We anticipate design review will include the following tasks.

1. Review final design deliverables including roadway typical sections.
2. Review Final Design Package deliverables including geotechnical-related special provisions.

III. Environmental Clearance

During Phase 1 of the project development scope National Environmental Policy Act (NEPA) processes were performed based on an anticipated area of potential effect (APE) and not on engineered geometrical design:

- Cultural resource investigations were performed by qualified sub consultants (archaeological and architectural) resulting in the preparation of draft cultural resource environmental documents. Phase 1 of the Scope of Work did not include design geometric alternatives. ITD did not approve the documents based on what they considered an undefined description of the potential effects of the project. ITD did not forward the documents for approval to the State Historical Preservation Office (SHPO) and no approved Determination of Significance and Effect ITD-1502 has occurred.
- A Draft Biological Evaluation Report and a Draft Wetland Delineation Report were prepared by a qualified biologist.
- Research was conducted by JUB for information to compile draft environmental documents.

The Draft Biological Evaluation, Draft Wetland Delineation Report, and Draft Environmental Evaluation were completed based on the APE.

These processes occurred in anticipation of an approved documented categorical exclusion.

The Phase 2 scope will fulfill requirements of the NEPA process to complete the EE for the original project limits and APE (north of White Avenue to 6th Street) and obtain environmental approval. Only the APE at 6th Street will be modified. Design/project information based on geometrical design of the reduced project length in this scope will be provided.

The City will address any additional public involvement requirements including public information meetings that may be required to address the revised project. J-U-B will provide up to 3 displays for the City's use.

Task by Sub-Consultant – TRANSECT ARCHAEOLOGY

Revise the archaeological report based on comments by the Tribe and ITD. If applicable, any design changes that would affect the report will be incorporated. No additional field survey is anticipated but may be necessary. Perform this additional work if necessary.

Coordinate with the lead cultural sub-consultant to incorporate archaeological and architectural reports into one report for submittal. Provide any exhibits that pertain to archaeological survey.

Task by Sub-Consultant – Gorman Preservation Associates (GPA)

Task 1. Revise the Architectural Evaluation. GPA will revise the architectural evaluation and effects assessment to reflect the changes in project design. It is anticipated that changes will be relatively minor (e.g., project maps, project description, and location of resources in relation to project components) and that the effects assessment will not change significantly.

Task 2. Create a Single Archaeological and Historic Survey Report. ITD has asked that a single Archaeological and Historic Survey Report be submitted that includes the results of both the architectural and archaeological studies. GPA will compile this combined report. The archaeological report is currently being revised by Transect in response to ITD and Tribal comments. It is anticipated that the integration process will not require substantive changes in the results of the archaeological study but will include re-formatting text, revising and renumbering figures and tables, and merging chapters.

ASSUMPTIONS

- J-U-B will provide GPA up-to-date project maps and a revised project description. There will be no changes in project design following receipt of the up-to-date maps from J-U-B.
- No additional background research or fieldwork will be required and no additional buildings, structures, or archaeological resources will require documentation and evaluation.
- The archaeological survey report provided by the archaeological sub-consultant will be complete and will not require any substantive revision by GPA.
- All documents provided by the archaeological contractor will be in their native file format (i.e., not PDF's).

IV-A. Concept Approval

Item completed during Phase 1 of this scope.

IV-B. Preliminary Design

Preliminary design for Mountain View Road will consist of developing horizontal and vertical alignment for the preferred alternative (West Shift roundabout at 6th Street), draft Utility and ROW plans, draft illumination plans, draft Traffic Control Plans, quantity calculations and detailed cost estimate. The identification of existing utilities and utility locations was completed during the Phase 1 scope and included in the topographic base map. Utility plans will be prepared and provided to affected utility companies for their input and relocation needs. The Special Drawings Group will not be required for preliminary plans. The project will be designed and constructed according to existing State standards for a Federal-aid Non-NHS route.

1. **Produce hydraulic study pertaining to the Flood Way.**
 - a. Because impacts to the stream are not anticipated, an ITD-210 Hydraulic Survey is not anticipated. However, the project is in a flood plain and has an existing pathway and structures crossing adjacent to a Flood Way that may require a hydraulics analysis, a no-rise determination and design that accommodates or mitigates those needs.
2. **Prepare Title Sheet with Vicinity Sketch.**
3. **Prepare Clearance Summary Sheet (These sheets will not be populated).**
4. **Prepare Roadway and Pipe Summary sheets (These sheets will not be populated).**
5. **Revise preliminary typical sections (2 sheets).**
6. **Prepare preliminary total ownership maps and draft right-of-way plans.**
7. **Prepare preliminary plan and profile sheets (16 sheets).** These sheets will include line and grade over the base map for Preliminary Design. Line and grade design includes Mountain View centerline, Mountain View Curb and Gutter, the 6th Street roundabout, and Joseph Street intersection. The profile sheets will show existing and proposed profile for Preliminary Design. Plan and Profile may be combined into the same sheets (not ITD standard) if feasible.
 - i. 6 - Mountain View Plan Sheets
 - ii. 6 - Mountain View Profile Sheets
 - iii. 1 - 6th Street Approach Plan/Profile
 - iv. 1 - 7th Street Approach Plan/Profile
 - v. 1 - Joseph Street Approach Plan/Profile
 - vi. 1 – Roundabout Plan Sheet
- a. Moscow will provide available traffic data and future development expectations near Joseph.
8. **Prepare preliminary traffic control plan sheets (4 sheets).** These sheets will show staged construction traffic control alignments for Preliminary Design.
9. **Prepare preliminary signing and pavement marking plan sheets (4 sheets).** These sheets will show the approximate locations of signs and pavement markings. Plans will include pavement marking color and type.
10. **Prepare preliminary Illumination plan sheets (6 sheets).** These sheets will show the existing illumination revisions and new illumination at intersections only for Preliminary Design. Plans will include detail sheets and full cut-off LED lighting for up to 3 intersections.

11. **Prepare preliminary Utility plan sheets (8 sheets).** These sheets will show the existing utilities and proposed utilities for Preliminary Design.
12. **Update preliminary engineer's opinion of cost.**
13. **Perform an internal QC/QA review. A QC/QA sign-off form will be prepared and submitted.**
14. **Make adjustments from QC/QA review.**
15. **Submit preliminary design and attend the preliminary design review in Moscow.**

It is assumed based on prior soils exploration that swales will be primarily used for pre-treatment purposes (little to no infiltration) and stormwater flows will be conveyed to the existing creek after being routed through the swales. Low percolating rates are assumed and stormwater will be conveyed to existing stormwater conveyance systems and ultimately Paradise Creek.

IV-C. Design Approval

Design Approval:

1. **Prepare Design Study Report.** Once the items on the Design Study Report Checklist can be completed (after the environmental approval has been obtained), the design study report will be submitted. The design study report will provide information on any changes since concept approval and preliminary design review and will list and discuss the mitigation requirements from the approved environmental report.
2. **Internal QC/QA.** The design study report will undergo an internal quality control review by a senior engineer. A QC/QA sign-off form will be prepared and submitted.
3. **Adjustment from QC/QA.** The design study report will be adjusted based on the QC/QA comments and submitted to LHTAC/ITD.

Final Design (90% Review Set)

Final design and preparation of construction plans is anticipated. Plan sheets, specifications and an updated estimate will be compiled and submitted to LHTAC for a final design review. A formal intermediate design review is not anticipated and is not included in this scope of work.

IV-D Right-of-Way

Hodge and Associates and J-U-B will continue ROW work started in the Phase 1 scope. Property acquisition in accordance with the Federal Acquisition Regulation (FAR) is anticipated. Property appraisal and acquisition negotiations will be performed by the City, ITD or a consultant

contracted by the City of Moscow separate from this scope of work. Property appraisal and condemnation exhibits and condemnation hearing attendance are not included in this scope of work.

J-U-B will prepare design-owner contact and appraising exhibits as needed and ROW plans. Hodge and Associates will prepare legal descriptions for up to 6 parcels of new right-of-way. J-U-B will review each Legal Description and check closure. These documents will be provided to the City for their use in acquiring ROW. Conveyance documents will be prepared by the City, City Attorney or their ROW negotiator.

1. Prepare the ITD-0131 (Plans Essential Requirements Checklist) and review right-of-way plans for checklist item completion.
2. Provide the assessor's maps, plats, and records of survey, last deeds of record and identifying property owners.
3. Update total ownership map for portions of up to 6 parcels.
4. Perform internal QC/QA review. A QC/QA sign-off form will be prepared and submitted.
5. JUB will draft the ROW plans utilizing ITD Microstation CAD standards. The ROW plans will be provided to Hodge and Associates for review and concurrence and for preparing legal descriptions. JUB will submit the initial right-of-way plans to the City and LHTAC for review and revise per comments received.
6. Prepare and submit final and revised legal descriptions and individual parcel exhibits per acquisition negotiations with property owners for right-of-way to be acquired. Prepare the ITD-0130 (Legal Description Essential Requirements Checklist).
7. Prepare and send letters notifying the property owners of the project and requesting permission to enter the subject properties for appraisal purposes. Copies of the property owner notification letters will be submitted to Moscow and LHTAC for their records.
8. Obtain up to 6 title reports for preparation of right-of-way plans.
9. Prepare a detailed right-of-way cost estimate and publish on ITD forms.
10. Prepare and submit final right-of-way plans to Moscow and LHTAC for approval.
11. Assist acquisition consultant during right-of-way negotiations with additional exhibits and minor design revisions to accommodate requested property owner modifications.
12. Revisions to official right-of-way plans due to approved changes during acquisition negotiations will be made. Approved changes to the Right-of-way

plans will be incorporated into the Environmental Evaluation Report or ITD-0674 Environmental Re-Evaluation. Provide Moscow the ITD-1983 (Local Public Agency's Certificate of Completion of Right-of-way Activities).

IV-E Utilities

Hodge and Associates will be responsible for the preparation of Utility plans. J-U-B will perform drafting of the utility plans for Hodge and Associates. Preparation and execution of utility agreements or the waivers of utility hearings by Moscow is anticipated.

1. Prepare draft color utility plans (8 sheets) and submit the plans to the respective utilities (aerial and buried lines for electric, telephone, cable and fiber). Spare City conduit will be included for the roundabout.
2. Meet in the field with the utility representatives.
3. Prepare final utility plans that include the proposed utility locations and send to utilities. This information will be incorporated into the Environmental Evaluation Report.
4. Revise plans per City and utility review.
5. Perform internal QC/QA review. A QC/QA sign-off form will be prepared and submitted.
6. Submit utility plans to City and LHTAC for review and comment. Color utility plans will be provided at Final Design depicting existing and proposed utility locations (station and offset) and labeled as to which utility moves are at company expense and which are at project expense.
7. Revise and resubmit utility plans for LHTAC approval.
8. Assist Moscow in completion of utility agreements. Provide one set of final cross sections to utilities as requested.

Hodge and Associates will stake existing and proposed R/W line for utility companies (effort shown in survey section above).

IV-F Illumination

1. Prepare Illumination Plans. It is anticipated that existing illumination on the project will require relocation or new lighting once the preliminary design is nearly complete. It is expected that the new illumination system will tie into the existing power services where possible and new services will be coordinated with the utility when needed. No lighting modifications on the intersecting roads are anticipated unless the existing circuits are disturbed by the project.

New service pedestals may be required at the intersection of 6th Street. Lighting circuit plans will be provided for project unless it is determined that the utility will be responsible for providing power to each light location. A lighting analysis will be performed utilizing the AASHTO Roadway Lighting Design Guide and Roadway Lighting ANSI/IESNA RP-98-00 guidelines for the intersections listed in Preliminary Design. Pedestrian path lighting along the existing path will be provided in the form of Solar or LED bollards. This Task includes attendance by the discipline lead at the monthly team meetings.

Assumptions:

- a. JUB will provide Illumination Plan sheets.
- b. Lighting will be LED heads and mastarms on wood poles only (no steel, architectural lighting fixtures, street tree lighting or outlets). The fixtures will utilize full cutoff optics.
- c. JUB will coordinate with utilities for power services (if needed). Any permits, connection fees or utility equipment upgrades will be obtained by the City or addressed through utility agreements.
- d. Lighting will be for intersections and the existing pathway within the project limits.

Deliverables:

- a. **Illumination Plan sheets** (3 sheets).
- b. **Illumination Materials Sheet** (1 sheet)
- c. **Illumination service pedestal(s), pole and Electrical Details** (2 sheets)
- d. **Line load, loss and calculations** for illumination circuits
- e. **Lighting analysis** (pole offset, spacing and illumination levels within recommended guidelines for the facility)
- f. **Cost estimate for Illumination elements**

IV-F Final Roadway Design

J-U-B will prepare detailed construction plans for final design, including the following (sheets and sheet count will increase from Preliminary Design submittal):

- 1. **Title sheet**
- 2. **Standard drawing index** (2 sheets)
- 3. **Total ownership and vicinity map** (2 sheets)
- 4. **Project clearance summary** (1 sheet)
- 5. **Survey Control Sheet** (1 sheet)
- 6. **Roadway and Pipe Summaries** (est. 6 sheets). These sheets will be updated to include item numbers, sheet totals, pipe type, size, location, etc.

7. **Typical sections (est. 4 sheets)**
8. **Plan, profile and roadway detail (est. 21 sheets).** The plan sheets will be updated for item callouts and quantities during Final Design. The profile sheets will combined with the Plan sheets when possible and be updated to include gutter lip elevations, cross drain inverts and excavation and embankment quantities for Final Design.
 - a. 6 - Mountain View Plan Sheets
 - b. 6 - Mountain View Profile Sheets
 - c. 1 - 6th Street Approach Plan/Profile
 - d. 1 – 7th Street Approach Plan/Profile
 - e. 1 - Joseph Street Approach Plan/Profile
 - f. 2 – Roadway Detail Sheets
 - g. 1 – Roundabout Plan Sheet
 - h. 3 – Roundabout Detail Sheets
9. **Sign erection specifications (est. 2 sheets)**
10. **Signing and pavement marking (est. 8 sheets).** Signing and pavement marking plans will provide information for new and updated signs, custom signs, post length and type, foundations type, location of signs and pavement marking layouts.
11. **Traffic control plan (est. 6 sheets).** These sheets will be updated to include traffic control summary sheet, devices, quantities and item callouts for Final Design.
12. **SWPPP Erosion control plans (est. 4 sheets)**
13. **Cross Sections sheets (10 sheets).** Cross sections will be cut and included with the Final Design Review package (2-4 sections per sheet). The cross sections will show existing and proposed R/W, centerline, catch points (cut and fill limits) and have vertical and horizontal scale. Cross sections will be cut on 50 foot intervals with special sections cut at locations with special features.
14. **Written specifications and special provisions.** The specifications and special provisions will reflect the project and will be prepared so that specific Notes to Contractor and other project specific items are addressed. They will include environmental mitigation requirements (est. 75 pages)
15. **Prepare draft SWPPP**
16. **Engineer's opinion of probable cost in Estimator™.** The cost estimate will be prepared using the updated quantities, special provisions and recent bid history.
17. **Contract time determination.** A critical path diagram depicting the major work items will be prepared for use in determining the contract time that will be recommended.

18. **Internal QC/QA.** The final design will undergo an internal quality control review by a senior engineer. A QC/QA sign-off form will be prepared and submitted.
19. **Adjustment from QC/QA.** The final design will be adjusted based on the QC/QA comments.
20. **Submit Final Design Review Package.** The Final Design Review package will include plans, specifications and estimate as well as, the Final Design Checklist and Plan Sheet Checklist (design manual Figure 4-11 and 8-4.
21. **Attend the final design review in Moscow and prepare notes of meeting.**
22. **Compile final design review notes from Moscow and LHTAC.** LHTAC will compile all review comments into a single document. Each item will be reviewed by J-U-B addressed as to whether J-U-B agrees, partially agrees or disagrees with comment. Any item marked partially agree or disagree will be accompanied by an explanation as to why full agreement is not made. Each of these items will be discussed with the reviewer and consensus obtained.
23. **Address and revise final design package per compiled review notes.**

A road closure and maintenance agreement is not anticipated for this project and is not included in the scope of work.

IV-G. Plan, Specifications, and Estimate (PS&E) Submittal

Plans, Specifications, and Estimate (PS&E) preparation and submittal is anticipated. A PS&E submittal checklist will be reviewed by J-U-B in the preparation of the PS&E submittal document package. LHTAC will include the utility agreements or waivers and right-of-way certificate provided by Moscow in the PS&E package.

Roadway PS&E Submittal:

1. Prepare PS&E submittal document package with submittal letter per ITD design manual.
2. Prepare PS&E information sheet, PS&E spreadsheet, PS&E submittal checklist, and PS&E plan sheet checklist.
3. Perform an internal QC/QA review of the PS&E set. A QC/QA sign-off form will be prepared and submitted.
4. Address PS&E review comments.
5. Address questions during project advertisement.
6. Submit a construction CPM.

Designer Construction Support:

Attending Pre-Construction meetings and other related construction activities is not covered under this scope of work. Construction items not specifically addressed in this scope of work are considered additional work and will be by supplemental Engineer of Record agreement or under a separate agreement.

Resident Engineers File:

1. J-U-B will compile a file for the resident engineer that will include copies of the following:
 - a. Approved Concept Report
 - b. Field information and notes to RE
 - c. Topographical information
 - d. Final cross sections
 - e. Preliminary Survey notes
 - f. Quantity calculations
 - g. Computation sheets, earthwork runs, etc.
 - h. Grade books
 - i. Special procedures for designs
 - j. Environmental Commitments from an Environmental Evaluation and Clearance
 - k. Correspondence impacting construction
 - l. Copies of permits obtained by consultant
 - m. Basic items covered on Project Clearance Summary
 - n. Mitigation summary from approved environmental report including draft SWPPP
 - o. Right-of-way agreements
 - p. Project contacts w/phone numbers
 - q. Copy of the proposal with the list of utilities
 - r. List of consultants
 - s. Suppliers
 - t. Brochures, etc.
 - u. Information on specialty items, new materials, out of the ordinary procedures, etc.
 - v. Resident Information and other information needed to build the project

- w. Public Involvement Summary (Relevant public involvement material)
- x. Context Sensitive Solution Obligations
- y. Agreements (if applicable)
 - i. Construction
 - ii. Cooperative
 - iii. Road Closure & Maintenance
- z. Electronic copy of CADD information with copy for City.

V. Project Management and Coordination

1. Prepare monthly progress reports, invoices, supporting documentation and updates for Moscow as required by LHTAC.
2. Assist Moscow with Federal Aid administrative items.
3. General file management and process improvement for support document submittal at project completion.
4. CPM updates monthly.
5. Environmental Administrative Record (end of project).
6. Quality Assurance review, management, and check lists by Quality Assurance Manager
7. Preparation of Project guide books and monthly updates. These will consist of 3-ring binders containing a project contacts list; the contract and scope of work; schedule and schedule updates; project forms; project task list and budget; meeting notes; public information activities and public comments; project QC/QA procedures and review comments.



December 8, 2017
File: MOP17207

Mr. Jim Porter, P.E.
J-U-B Engineers, Inc.
250 S. Beechwood Avenue
Boise, Idaho 83709

RE: Revised GeoProfessional Services Proposal
Materials and Geotechnical Evaluation
Phase II, III, & V Materials Reports
Mountain View Road - Key No. 13014
Moscow, Idaho

Greetings Jim:

GeoProfessional Innovation Corporation (GPI) appreciates the opportunity to provide our services to J-U-B Engineers, Inc. (J-U-B) by performing a geotechnical engineering evaluation for the proposed Mountain View Road improvements in Moscow, Idaho. GPI's local team, formerly Strata, Inc., previously provided a draft *Phase I Geologic Reconnaissance (Phase 1(G))* report dated March 27, 2014. Our evaluation's purpose will be to explore subsurface soil conditions within the proposed improvement alignment and supplement previous geotechnical information with additional recommendations to assist project planning, design, and construction.

You requested we provide this scope to continue our work under this scope by providing a combined Phase II (Soil Profile) and Phase III (Pavement Estimating) report along with a separate Phase V (Special Provisions) report in reference to the Idaho Transportation Department (ITD) *Materials Manual* guidelines. The Idaho Local Highway Technical Assistance Council (LHTAC) will administer the project. We will work closely with J-U-B and LHTAC representatives on project timing and our ability to accomplish the requested services.

PROJECT UNDERSTANDING

The City of Moscow (City) has developed a concept to improve an approximate 0.5-mile-long portion of Mountain View Road to enable access for multiple users. When the project is finished, pedestrians, bicyclists, and motorists will be able to maneuver across the corridor. The City's vision is to consider a roundabout at the intersection of Mountain View Road and 6th Street which has the potential to improve traffic flow and help reduce accident likelihood and severity.

The southern project limit is the north end of Paradise Creek Bridge adjacent to the Latah County Fairgrounds, approximately 300 feet north of White Avenue. The northern project limit is the intersection of Mountain View and 6th Street (including the intersection). The project will widen the existing 24 foot paved, 2-lane, rural road section to a 36 foot wide, 2-lane, urban road section with bicycle lanes, turn lanes where warranted, storm drain improvements, illumination upgrade, curbs, gutters, sidewalks, tree lawns, and a possible concrete roundabout at the intersection of Mountain View Road and 6th Street. Minor Right-of-Way acquisition will be required at the Mountain View Road intersections with 6th Street and Joseph Street.

Report and technical information will be presented in Standard English units. We understand traffic counts will be provided by LHTAC and J-U-B in equivalent single axle load (ESAL) or Traffic Index (TI) format for the required design period. We understand J-U-B will coordinate all project cultural resource and environmental aspects with ITD directly.

SCOPE OF SERVICES

Based on our understanding of the proposed construction, our understanding of ITD requirements, and the anticipated soil and geologic conditions we anticipate the geotechnical engineering evaluation will require the following scope of services:

Subsurface Exploration

GPI will accomplish additional exploration and laboratory testing to supplement previous subsurface and geologic information.

1. GPI will contact a public utility locating service to identify public utilities within the alignment right-of-way to reduce the potential for damage during exploration. GPI is not responsible for damage to utilities which are improperly marked or otherwise not identified within the right-of-way.
2. GPI will subcontract a certified traffic control company to submit a traffic control plan and provide traffic control staff during exploration activities.
3. GPI will observe subsurface conditions via soil borings at 2 additional locations along the project alignment. GPI will subcontract a drill rig and operator to accomplish exploratory borings within the existing roadway to depths ranging from approximately 4 to 10 feet below the existing ground surface.

We expect exploration locations will be truck accessible. Exploratory borings will be loosely backfilled upon completing exploration. Borings will be plugged with bentonite and will receive a cold-mix asphalt patch at the surface. Some surface disturbance and loose soil remaining at the surface must be expected as part of test pit exploration.

Soil encountered at exploration locations will be visually classified referencing the *Unified Soil Classification System* (USCS). Subsurface profiles will be logged. The depth to groundwater, if encountered, will be recorded. Soil samples will be obtained at 2.5 to 5.0-foot-intervals for laboratory testing.

4. GPI will accomplish laboratory testing on select soil samples collected during exploration. Laboratory testing will include, but is not limited to:

- α Moisture content - α Gradation analysis - α Atterberg limits	- α pH and resistivity - α Modified proctor - α R-value test
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Combined Materials Report Preparation

1. GPI will prepare a combined Phase II – Soil Profile and Phase III – Pavement Estimating report, referencing ITD Materials Manual Sections 230 and 240, including a site vicinity map, soil profile and soil summary plates. Our report will also include a typical section or sections for the selected pavement type using ITD design methods. GPI will also provide materials and estimating data for the project.
2. GPI will prepare a separate Phase V – Special Provisions report, referencing ITD Materials Manual Section 250, including reviewing modifications or supplemental specifications for the existing project and ITD standards applicable to the project. GPI will also develop new materials-related specifications, special provisions, and notes to the contractor, if necessary. We will interact with J-U-B and/or ITD during this task to identify pertinent project aspects that should be incorporated into the contract documents. We expect the Phase V report will be prepared after the combined Phase II & III reports, near project completion.
3. One electronic copy of each draft deliverable will be provided to J-U-B for review. GPI will issue a final electronic deliverable to J-U-B upon receipt and discussion of comments from J-U-B and LHTAC.
4. GPI will remain available to J-U-B and/or LHTAC to review the report recommendations and to answer any report questions. Alternatively, we will attend one conference call to discuss the report findings, upon request.

The scope of services for each of the separate phase reports presented above does not include an engineering evaluation of erosion control, foundations, embankments, retaining structures, project surveying or construction observation. In addition, our scope has not budgeted for draft report iterations other than the single report revision listed above. Additional draft report iterations will be billed on a time and expense basis. If we identify project conditions or report review iterations above and beyond those presented herein, we will contact J-U-B immediately.

Design Review

GPI will provide final design review of applicable plans and specifications. The purpose of our review is to help provide geotechnical consistency between project planning, design and construction. We anticipate design review will include the following subtasks.

1. Review of final design deliverables including roadway typical sections.
2. Review of Plans, Specifications, and Estimates (PS&E) deliverables including geotechnical-related special provisions.

SCHEDULE AND ESTIMATED FEES

Based on the described scope of services, we propose to perform the geotechnical engineering evaluation for a lump sum fee of \$17,990. From our recent discussions with you, we understand providing our invoice in our typical lump sum format rather than cost-plus-fixed-fee format is acceptable. Our fee estimate for mobilizing GPI personnel and drilling/traffic control subcontractors assumes that field work will be completed in one mobilization. We anticipate initiating exploration within 10 business days after receiving written authorization to proceed.

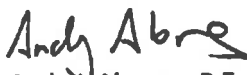
Proposal
Mountain View Road, Phase II, III & V – Moscow, ID
Key No. 13014
MOP17207
Page 4

We will perform our services referencing a *J-U-B Agreement for Subconsultant Services Sub Part 3* agreement. To authorize our services referencing these terms, please issue a Subconsultant Agreement for our review and execution. We are available to modify this scope addendum based on J-U-B or LHTAC feedback.

We understand the design aspects of this project may occur in phases over time. Phase reports can generally be provided within 6 to 8 weeks of our authorization to proceed, dependent upon the availability of the required design information.

We appreciate the opportunity to present this proposal and look forward to continuing our service to J-U-B on this project. If you have any questions or need more information, please do not hesitate to contact us.

Sincerely,
GPI


Andy J. Abrams, P.E.
Project Engineer

AJA/ac

Attachment: JUB Mountain View Final Design Agrmt Jan 2018 (1628 : Mountain View Road, 6Th to Joseph Street Design Agreement)

Labor Hour Estimate - J-U-B
 Mountain View Road, City of Moscow
 Project No. 13(014); Key No. 13014
 LHTAC



Labor Hour Estimate - J-U-B

SUMMARY	Total	QC/QA	Project Manager	P.I. Specialist	Project Eng/Tech	Drafter	Survey Crew	P.L.S	Enviro Manager	Clerical
	L-Hours	L-Hours	L-Hours	L-Hours	L-Hours	L-Hours	C-Hours	L-Hours	L-Hours	L-Hours
I. Field Surveys	120	0	0	0	0	0	12	108	0	0
II. Soils & Materials Investigation	16	6	6	0	4	0	0	0	0	0
III. Environmental Assessment	206	0	2	0	8	56	0	0	140	0
IVB. Preliminary	277	6	26.5	0	98.5	146	0	0	0	0
IVC. Design Approval	30	2	4	0	20	0	0	0	0	4
IVD-F. R/W, Utilities, Illumination	334	11	6	0	76	123	0	110	0	8
IVG. Final Design	498	30	86	0	212	140	0	10	10	10
IVH. PS&E	104	4	24	0	36	32	0	0	0	8
IVI. Resident Engineer's File	18	0	0	0	18	0	0	0	0	0
V. Project Management	96	0	64	0	8	0	0	0	0	24
J-U-B LABOR HOURS	1699	59	218.5	0	480.5	497	12	228	150	54

SALARY COSTS

A. Summary of Man-Hour Costs

1	QC/QA	59.00	L-Hours	\$50.54	/hour =	\$ 2,981.74
2	Project Manager	218.50	L-Hours	\$71.50	/hour =	\$ 15,622.75
3	P.I. Specialist	0.00	L-Hours	\$28.44	/hour =	\$ -
4	Project Eng/Tech	480.50	L-Hours	\$38.11	/hour =	\$ 18,313.30
5	Drafter	497.00	L-Hours	\$33.96	/hour =	\$ 16,878.12
6	Survey Crew	12.00	L-Hours	\$57.00	/hour =	\$ 684.00
8	P.L.S	228.00	L-Hours	\$47.30	/hour =	\$ 10,784.40
9	Enviro Manager	150.00	L-Hours	\$29.63	/hour =	\$ 4,443.75
10	Clerical	54.00	L-Hours	\$28.03	/hour =	\$ 1,513.62
		1699				
		TOTAL DIRECT PAYROLL				\$ 71,221.68

B. Payroll Burden & Fringe Benefit Costs

1	Audited Employee Payroll Burden/Fringe Cost					
	Total Indirect Labor & Overhead	\$71,221.68	x	1.8920	=	\$134,751.42
2	Net Fee	\$205,973.09	x	0.1200	=	\$24,716.77
3	FCCM	\$ 71,221.68	x	0.0076	=	\$541.28
		TOTAL PAYROLL, BURDEN, FRINGE & FEE				\$231,231.15

C. Out-of-Pocket Costs - (See detail sheet)

1	Hodge and Associates	1	x	\$20,836.79	=	\$ 20,836.79
2	Geo Professional Innovation	1	x	\$17,988.93	=	\$ 17,988.93
3	Gorman Preservation Associates	1	x	\$2,745.95	=	\$ 2,745.95
4	Transect	1	x	\$1,797.66	=	\$ 1,797.66
5	NOT USED	1	x	\$0.00	=	\$ -
6	NOT USED	-	x	\$0.00	=	\$ -
7	J-U-B Direct Expenses	1	x	\$2,768.06	=	\$ 2,768.06
		TOTAL OUT-OF-POCKET COSTS				\$ 46,137.38
		TOTAL ESTIMATED FEE				\$277,368.53

Prepared by:

J-U-B ENGINEERS, Inc.
 250 S. Beechwood Avenue
 Boise, Idaho 83709

Lump Sum Agreement Not-to Exceed Total:

\$261,500.00

Attachment: JUB Mountain View Final Design Agrmt Jan 2018 (1628 : Mountain View Road, 6Th to Joseph Street Design Agreement)

Labor Hour Estimate - Hodge
 Mountain View Road, City of Moscow
 Project No. 13(014); Key No. 13014
 LHTAC

Labor Hour Estimate - Hodge

SUMMARY

	Total L-Hours	Principal L-Hours	Project Manager L-Hours	Survey Crew L-Hours	PLS L-Hours	Drafter L-Hours	Cler C-Hours
I. Field Surveys	24	0	0	24	0	0	0
II. Soils & Materials Investigation	0						
III. Environmental Assessment	0						
IVB. Preliminary	54	0	24	0	0	24	6
IVC. Design Approval	20	0	14	0	0	6	0
IVD-F. R/W, Utilities, Illumination	125	0	38	25	0	60	2
IVG. Final Design	10	0	10	0	0	0	0
IVH. PS&E	0	0	0	0	0	0	0
IVI. Resident Engineer's File	0	0	0	0	0	0	0
V. Project Management	56	0	12	0	0	0	44
LABOR HOURS	289	0	98	49	0	90	52

SALARY COSTS

A. Summary of Man-Hour Costs

1 Principal	0.00	L-Hours		\$0.00	/hour = \$ -
2 Project Manager	98.00	L-Hours	Scott Becker	\$26.44	/hour = \$ 2,591.12
3 Survey Crew	49.00	L-Hours	Mike Thompson, Mike Gamble	\$38.00	/hour = \$ 1,862.00
4 PLS	0.00	L-Hours		\$24.00	/hour = \$ -
5 Drafter	90.00	L-Hours	Shawn Wemple	\$20.00	/hour = \$ 1,800.00
6 Cler	52.00	L-Hours	Megan Hansen	\$15.75	/hour = \$ 819.00
TOTAL DIRECT PAYROLL				\$ 7,072.12	

Scott Becker, PE
 Mike Thompson & Mike Gamble

Shawn Wemple
 Megan Hansen

B. Payroll Burden & Fringe Benefit Costs

1 Audited Employee Payroll Burden/Fringe Cost					
Total Indirect Labor & Overhead	\$7,072.12	x	1.4034	=	\$9,925.01
3 Net Fee	\$ 16,997.13	x	0.1200	=	\$2,039.66
4 FCCM	\$ 7,072.12	x	0.0000	=	\$0.00
TOTAL PAYROLL, BURDEN, FRINGE & FEE				\$19,036.79	

C. Out-of-Pocket Costs - (See detail sheet)

1 Copies	1	x	\$200.00	=	\$200.00
2 Printing, Maps, UPS, etc (Estimate)	1	x	\$100.00	=	\$100.00
3 Title Reports	6	x	\$250.00	=	\$1,500.00
4 NOT USED		x		=	\$0.00
5 NOT USED		x		=	\$ -
6 NOT USED		x		=	\$ -
7 NOT USED		x		=	\$ -
TOTAL OUT-OF-POCKET COSTS				\$ 1,800.00	

TOTAL ESTIMATED FEE

\$20,836.79

Labor Hour Estimate - GPI
Mountain View Road, City of Moscow
Project No. 13(014); Key No. 13014
LHTAC

Labor Hour Estimate - GPI

SUMMARY	Total L-Hours	Principal L-Hours	Project Manager L-Hours	Geotechnical Engineer L-Hours	Staff Engineer L-Hours	Drafter L-Hours	Cler C-Hours
I. Field Surveys	0						
II. Soils & Materials Investigation	156	18	58	40	0	20	20
III. Environmental Assessment	0						
IVB. Preliminary	0						
IVC. Design Approval	0						
IVD-F. R/W, Utilities, Illumination	0						
IVG. Final Design	0	0	0	0	0	0	0
IVH. PS&E	0						
IVI. Resident Engineer's File	0						
V. Project Management	0						
LABOR HOURS	156	18	58	40	0	20	20

SALARY COSTS

A. Summary of Man-Hour Costs

1 Principal	18.00	L-Hours	T. Wambeke, PE	\$54.47	/hour =	\$ 980.46
2 Project Manager	58.00	L-Hours	A. Abrams, PE	\$40.61	/hour =	\$ 2,355.38
3 Geotechnical Engineer	40.00	L-Hours	A. Rushold, PE	\$33.00	/hour =	\$ 1,320.00
4 Staff Engineer	0.00	L-Hours	E. Phillips, EIT	\$37.50	/hour =	\$ -
5 Staff Engineer	0.00	L-Hours	J. Kannenberg, PG	\$29.33	/hour =	\$ -
6 Drafter	20.00	L-Hours	E. Martin	\$24.00	/hour =	\$ 480.00
8 Cler	20.00	L-Hours	M. Gregory	\$36.50	/hour =	\$ 730.00
TOTAL DIRECT PAYROLL						\$ 5,865.84

B. Payroll Burden & Fringe Benefit Costs

1 Audited Employee Payroll Burden/Fringe Cost						
Total Indirect Labor & Interim Overhead	\$5,865.84	x	1.0000	=		\$5,865.84
3 Net Fee	\$11,731.68	x	0.1200	=		\$1,407.80
4 FCCM	\$ 5,865.84	x	0.0000	=		\$0.00
TOTAL PAYROLL, BURDEN, FRINGE & FEE						\$13,139.48

C. Out-of-Pocket Costs - (See detail sheet)

1 Haz-Tech Drilling, Inc	1	x	\$3,465.00	=		\$3,465.00
2 Eclipse Traffic Control	1	x	\$556.20	=		\$556.20
3 Laboratory Testing	1	x	\$750.00	=		\$750.00
4 Shipping Samples	1	x	\$78.25	=		\$78.25
5 NOT USED	-	x	\$0.00	=		\$0.00
6 NOT USED	-	x	\$0.00	=		\$0.00
7 NOT USED	-	x	\$0.00	=		\$0.00
TOTAL OUT-OF-POCKET COSTS						\$ 4,849.45
TOTAL ESTIMATED FEE						\$17,988.93

Labor Hour Estimate - GPA
 Mountain View Road, City of Moscow
 Project No. 13(014); Key No. 13014
 LHTAC

Labor Hour Estimate - GPA

SUMMARY

	Total L-Hours	Gorman L-Hours	L-Hours	L-Hours	L-Hours	L-Hours	L-Hours
I. Field Surveys	0						
II. Soils & Materials Investigation	0						
III. Environmental Assessment	56	56					
IVB. Preliminary	0						
IVC. Design Approval	0						
IVD-F. R/W, Utilities, Illumination	0						
IVG. Final Design	0						
IVH. PS&E	0						
IVI. Resident Engineer's File	0						
V. Project Management	0						
LABOR HOURS	56	56	0	0	0	0	

SALARY COSTS

A. Summary of Man-Hour Costs

1 Jennifer K. Gorman	56.00	L-Hours	\$45.00	/hour =	\$ 2,520.00
2	0.00	L-Hours	\$0.00	/hour =	\$ -
3	0.00	L-Hours	\$0.00	/hour =	\$ -
4	0.00	L-Hours	\$0.00	/hour =	\$ -
5	0.00	L-Hours	\$0.00	/hour =	\$ -
6 #REF!	0.00	L-Hours	\$0.00	/hour =	\$ -
8	0.00	L-Hours		/hour =	\$ -
	60.00				
TOTAL DIRECT PAYROLL					\$ 2,520.00

B. Payroll Burden & Fringe Benefit Costs

1 Audited Employee Payroll Burden/Fringe Cost					
Total Indirect Labor & Overhead	\$2,520.00	x	0.0000	=	\$0.00
3 Net Fee	\$2,520.00	x	0.0000	=	\$0.00
4 FCCM	\$ 2,520.00	x	0.0000	=	\$0.00
TOTAL PAYROLL, BURDEN, FRINGE & FEE					\$2,520.00

C. Out-of-Pocket Costs - (See detail sheet)

1 Reconrds Search Fee	1	x	\$120.00	=	\$120.00
2 Mileage	170	x	\$0.54	=	\$90.95
3 Lodging	-	x	\$70.00	=	\$0.00
4 Meals & Incidentals	-	x	\$60.00	=	\$0.00
5 Car Rental	-	x	\$120.00	=	\$0.00
6 Fuel for Car Rental	-	x	\$50.00	=	\$0.00
7 Postage	1	x	\$15.00	=	\$15.00
TOTAL OUT-OF-POCKET COSTS					\$ 225.95
TOTAL ESTIMATED FEE					\$2,745.95

Labor Hour Estimate - Transect
 Mountain View Road, City of Moscow
 Project No. 13(014); Key No. 13014
 LHTAC

Labor Hour Estimate - Transect

SUMMARY		Total	Arch	Tech			
		L-Hours	L-Hours	L-Hours	L-Hours	L-Hours	L-Hours
I.	Field Surveys	0					
II.	Soils & Materials Investigation	0					
III.	Environmental Assessment	20	0	12	0	8	0
IVB.	Preliminary	0					
IVC.	Design Approval	0					
IVD-F.	R/W, Utilities, Illumination	0					
IVG.	Final Design	0					
IVH.	PS&E	0					
IVI.	Resident Engineer's File	0					
V.	Project Management	0					
LABOR HOURS		20	0	12	0	8	0

SALARY COSTS

A. Summary of Man-Hour Costs

1		0.00	L-Hours			/hour = \$ -
2	Archaeologist	12.00	L-Hours	Lyle Nakonechny	\$56.25	/hour = \$ 675.00
3		0.00	L-Hours			/hour = \$ -
4	Technician	8.00	L-Hours	xxx		/hour = \$ 8.00
5		0.00	L-Hours			/hour = \$ -
6		0.00	L-Hours			/hour = \$ -
8		0.00	L-Hours			/hour = \$ -
TOTAL DIRECT PAYROLL						\$ 683.00

B. Payroll Burden & Fringe Benefit Costs

1	Audited Employee Payroll Burden/Fringe Cost					
	Total Indirect Labor & Overhead	\$683.00	x	1.3500	=	\$922.05
3	Net Fee	\$1,605.05	x	0.1200	=	\$192.61
4	FCCM	\$ 683.00	x	0.0000	=	\$0.00
TOTAL PAYROLL, BURDEN, FRINGE & FEE						\$1,797.66

C. Out-of-Pocket Costs - (See detail sheet)

1	SHPO Research Fees	1	x	\$0.00	=	\$0.00
2	NOT USED	1	x	\$0.00	=	\$0.00
3	NOT USED	1	x	\$0.00	=	\$0.00
4	NOT USED	1	x	\$0.00	=	\$0.00
5	NOT USED	1	x	\$0.00	=	\$0.00
6	NOT USED	1	x	\$0.00	=	\$0.00
7	NOT USED	1	x	\$0.00	=	\$0.00
TOTAL OUT-OF-POCKET COSTS						\$ -
TOTAL ESTIMATED FEE						\$1,797.66

Labor Hour Estimate - J-U-B
 Mountain View Road, City of Moscow
 Project No. 13(014); Key No. 13014
 LHTAC

I. FIELD SURVEYS

J-U-B ENGINEERS

Total	QC/QA	Project	P.I.	Project	Drafter	Survey	P.L.S.	Enviro	Clerical
L-Hours	L-Hours	Manager	Specialist	Eng/Tech	L-Hours	Crew	L-Hours	Manager	L-Hours

New Right-of-Way Development									
1) Calculate right-of-way staking	80						80		
2) Stake proposed right-of-way	0								
3) Prepare preliminary legal descriptions and exhibit drawings	40					12	28		
4) Set pins for new right-of-way	0								
I. TOTAL LABOR HOURS	120	0	0	0	0	12	108	0	0

HODGE & ASSOCIATES

Total	Principal	Project	Survey	PLS	Drafter	Cler
L-Hours	L-Hours	Manager	Crew	L-Hours	L-Hours	C-Hours

0				0		
24			24			
0				0	0	
0						
24	0	0	24	0	0	0

Labor Hour Estimate - J-U-B
Mountain View Road, City of Moscow
Project No. 13(014); Key No. 13014
LHTAC

II. Materials Reports

J-U-B ENGINEERS, INC.										
Total	QC/QA	Project	P.I.	Project	Drafter	Survey	P.L.S	Enviro	Clerical	
L-Hours	L-Hours	Manager	Specialist	Eng/Tech	L-Hours	Crew	L-Hours	Manager	L-Hours	
Combined Phase II/III										
1) Coordinate with Dgline	0									
2) Coordinate TC with City	0									
3) Borings	0									
4) Laboratory testing	0									
5) Combined Phase II/III	0									
6) J-U-B QC Draft Phase II/III	4	2	2							
7) Adjustments from QC review	0									
8) Adjustments from Agency Review	0									
9) Final Phase II/III	0									
10) J-U-B QC Draft Final II/III	2	1	1							
11) Adjustments from QC Review	0									
TOTAL LABOR HOURS -Phase II	6	3	3	0	0	0	0	0	0	0
Phase V										
1) Draft Phase V	0									
2) J-U-B QC Draft Phase V	7	2	2		3					
3) Modifications to Phase V per QC review	0									
4) Submit Draft Phase V	0									
5) Modifications per Agency Review	0									
6) Final Phase V	0									
7) J-U-B QC Review Final Phase V	3	1	1		1					
8) Adjustments per QC review	0									
TOTAL LABOR HOURS -Phase V	10	3	3	0	4	0	0	0	0	0
II. TOTAL LABOR HOURS	16	6	6	0	4	0	0	0	0	0

Geo Professional Innovation (GPI)							
Total	Principal	Project	Geotechnical	Staff	Drafter	Cler	
L-Hours	L-Hours	Manager	Engineer	Engineer	L-Hours	L-Hours	C-Hours
2			2				
2		2					
12		4	8				
6	2	2	2				
34	4	10	10		6	4	
0							
18	2	8	4		2	2	
14	2	8	4				
18	2	8	4		2	2	
0							
6	2				2	2	
112	14	42	34	0	12	10	
16	2	6	4		2	2	
0							
8		2	2		2	2	
0							
4		2				2	
10	2	4			2	2	
0							
6		2			2	2	
44	4	16	6	0	8	10	
156	18	58	40	0	20	20	

Labor Hour Estimate - J-U-B
Mountain View Road, City of Moscow
Project No. 13(014); Key No. 13014
LHTAC

III. ENVIRONMENTAL CLEARANCE

J-U-B ENGINEERS, INC.

	Total L-Hours	QC/QA L-Hours	Project Manager L-Hours	P I Specialist L-Hours	Project Eng/Tech L-Hours	Drafter L-Hours	Survey Crew C-Hours	P L S L-Hours	Enviro Manager L-Hours	Clerical L-Hours
Environmental										
1 Public Informational Meeting	28				8	20				
2 Additional Design/Project Information to subs	4								4	
3 Coordination with cultural sub and ITD re resubmit cultural document	6								6	
4 Amend Biological Evaluation (No Effects Determination)	8					4			4	
a QC/QA Review	2								2	
b Submit for review to CITY, LHTAC, ITD	4								4	
c Address review comments from CITY, LHTAC, ITD	8								8	
d Revise and submit final Biological Eval for approval CITY, LHTAC, ITD	4								4	
2 Amend Wetland and/or stream delineation Report	8					4			4	
a QC/QA Review	2								2	
b Submit delineation report for review to CITY, LHTAC, ITD	4								4	
c Address review comments from CITY, LHTAC, ITD	8								8	
d Revise and submit final delineation for approval CITY, LHTAC, ITD, FHWA	4								4	
3 Provide additional Maps, drawings or figures	4					2			2	
4 Coordinate with lead cultural subconsultant/ITD for concurrence on method of submit	0									
a QC/QA Review	4								4	
b Revise and submit cultural document to ITD for review	4								4	
c Revise and submit cultural document of ITD/SHPO for approval	1								1	
5 ITD-1502 (Determination of Significance and Effect)	1								1	
6 Refine Draft environmental document	28					8			20	
a QC/QA review	4		2						2	
b Submit Draft EE for Review to the CITY, LHTAC, ITD	2									
c Address review comments from CITY, LHTAC, ITD	8								8	
d Revise and submit final Environmental document for approval to CITY, LHTAC, ITD	4								4	
e Consultation with USACE	6								6	
f Permitting - prepare and submit Joint 404 Application (USACE)	40					16			24	
g Prepare environmental commitments plan summary	6					2			4	
h PSE Environmental Reevaluation	4								4	
ii TOTAL LABOR HOURS - JUB ENVIRONMENTAL	206	0	2	0	8	56	0	0	140	0

TRANSECT ARCHAEOLOGY

	Total L-Hours	Arch L-Hours	Tech L-Hours	C-Hours	L-Hours	L-Hours	L-Hours	L-Hours	L-Hours
Cultural Resources Survey									
1 Modifications to report	20	12	8						
ii TOTAL LABOR HOURS - TRANSECT ENVIRONMENTAL	20	0	12	0	8	0	0	0	0

Gorman Preservation Associates (GPA)

	Total L-Hours	Gorman L-Hours	Arch L-Hours	Tech L-Hours	C-Hours	L-Hours	L-Hours	L-Hours	L-Hours
Cultural Resources Survey									
1 Management/Coordination	6	8							
2 Revised architectural documentation and assessment	20	20	0	0					
3 Integrate archaeological report/coordination	28	28	0	0	0	0			
iii TOTAL LABOR HOURS - Gorman Preservation Associates	56	56	0	0	0	0	0	0	0

IV-B PRELIMINARY DESIGN

HODGE & ASSOCIATES						
Total L-Hours	Principal L-Hours	Project Manager L-Hours	Survey Crew L-Hours	PLS L-Hours	Drafter L-Hours	Cler C-Hours

0						
0						
0						
0						
0						
0						
0						
0						
0						
0						
0						
42		16			20	6
0						
0						
8		4			4	
4		4				
0						
54	0	24	0	0	24	6

Labor Hour Estimate - J-U-B
Mountain View Road, City of Moscow
Project No. 13(014); Key No. 13014
LHTAC

IV-C DESIGN APPROVAL

J-U-B ENGINEERS, INC.										
Total	QC/QA	Project	P.I.	Project	Drafter	Survey	PLS	Enviro	Clerical	
L-Hours	L-Hours	Manager	Specialist	Eng/Tech	L-Hours	Crew	L-Hours	Manager	L-Hours	
		L-Hours	L-Hours	L-Hours	L-Hours	C-Hours	L-Hours	L-Hours	L-Hours	
1	22	2		16					4	
2	4	2	2							
3	4			4						
IV-C TOTAL LABOR-DAYS for DESIGN APPROVAL										
	30	2	4	0	20	0	0	0	0	4

HODGE & ASSOCIATES						
Total	Principal	Project	Survey	PLS	Drafter	Cler
L-Hours	L-Hours	Manager	Crew	L-Hours	L-Hours	C-Hours
		L-Hours	L-Hours	L-Hours	L-Hours	
12		12				
0						
8		2			6	
20	0	14	0	0	6	0

Labor Hour Estimate - J-U-B
Mountain View Road, City of Moscow
Project No. 13(014); Key No. 13014
LHTAC

IV-D-G FINAL DESIGN

IV-D Right of Way

J-U-B ENGINEERS, INC.										
Total	QC/QA	Project Manager	P.I. Specialist	Project Eng/Tech	Drafter	Survey Crew	P.L.S	Enviro Manager	Clerical	
L-Hours	L-Hours	L-Hours	L-Hours	L-Hours	L-Hours	C-Hours	L-Hours	L-Hours	L-Hours	
1 Prepare ITD-0131 and review ROW plans	16						16			
2 Provide the assessor's maps, plats, and records of survey, last deeds of record	12						12			
3 Update total ownership map and prepare preliminary right-of-way plans	63			3	20		40			
4 Perform QC/QA review	10	1	1				8			
5 Submit ROW plans and revise per comments	10		2	8						
6 Prepare and submit revised legal descriptions and individual parcel exhibits per negotiations with ITD checklist	16			8			8			
7 Owner notification letters	12		2	2					8	
8 Obtain title reports	8						8			
9 Prepare a detailed right-of-way cost estimate	5			5						
10 Prepare and submit final right-of-way plans	28			4	8		16			
11 Assist Acquisition subconsultant during right-of-way negotiations	22			8	12		2			
12 Assist the Moscow in preparation and submittal of the right-of-way certificate	0									

IV-D TOTAL LABOR-DAYS - Right-of-Way 202 1 5 0 38 40 0 110 0 8

IV-E Utilities

1 Prepare draft utility plans to send to utility	32			2	30					
2 Site Visit with utility contacts	0									
3 Prepare final utility plans to send to utility	22			2	20					
4 Revise per utility review	6			1	5					
5 Internal QC/QA	8	8								
6 Submit to Local Agency and LHTAC for review	1			1						
7 Revise and resubmit utility plans for approval	13			1	12					
8 Assist Moscow in completion of utility agreements	5			5						
9 Stake existing and proposed ROW for utilities	0									

IV-E TOTAL LABOR-DAYS -Utilities 87 8 0 0 12 67 0 0 0 0 0

IV-F Illumination

1 Lighting analysis, power service and calcs	12			12						
2 Site visit with City	0									
3 Prepare final illumination plans	18			6	12					
4 Revise per City review	5			3	2					
5 Internal QC/QA	5	2	1	1	1					
6 Submit to Local Agency and LHTAC for review	2			2						
7 Revise and resubmit illumination plans for approval	3			2	1					
8 Stake new illumination locations and look for conflicts	0									

HODGE & ASSOCIATES

Total	Principal	Project Manager	Survey Crew	PLS	Drafter	Cler
L-Hours	L-Hours	L-Hours	L-Hours	L-Hours	L-Hours	C-Hours
4		4		0		
0				0		
44			24	0	20	
0				0		
0						
8				0	8	
1			1	0		
0				0		
0						
0				0		
0				0		
0						

57 0 4 25 0 28 0

28		8			20	
8		8				
16		2		12	2	
6		6				
0						
0						
4		4				
6		6				
0						

68 0 34 0 0 32 2

0						
0						
0						
0						
0						
0						
0						
0						
0						

IV-F	TOTAL LABOR-DAYS - Illumination	45	2	1	0	25	16	0	0	0	0	0	0	0	0	0	0	0
IV-G	Final Roadway Design																	
1	Title sheet	3				1	2											
2	Standard drawing Index	1				1	0											
3	Total ownership and vicinity map	9				1	4		4									
4	Project clearance summary	5		1		3	1											
5	Survey Control Sheet	6		1		1	2		2									
6	Roadway and pipe summaries	12		2		6	4											
7	Typical sections	7		1		2	4											
8	Plan, Profile & Details	74	8	16		25	25											
9	Sign erection specifications	8				8												
10	Signing & pavement marking	23		2		13	8											
11	Traffic control plan	34	2	4		20	8											
12	SWPPP Erosion control plan sheets	48		8		16	20		4									
13	Cross sections	3				1	2											
14	Specifications & provisions	42	4	12		24			2									
15	Prepare draft SWPPP document	24		4		16			4									
16	Engineer's opinion of cost	10		2		8												
17	Contract time determination	7		1		6												
18	Internal QC/QA	30	16	12					2									
19	Adjustments from QC/QA	46		4		12	28		2									
20	Submit package for final design review	14		4		8												
21	Final design review meeting & notes	14		6		8												
22	Compile final design comments	18		2		8												
23	Address and revise final design per comments	60		4		24	32											
IV-G	TOTAL LABOR-DAYS - FINAL DESIGN	498	30	86	0	212	140	0	10	10	10							
IV-D-G	TOTAL LABOR-DAYS - FINAL DESIGN A-F	832	41	92	0	288	263	0	120	10	18							

Labor Hour Estimate - J-U-B
Mountain View Road, City of Moscow
Project No. 13(014); Key No. 13014
LHTAC

IV-H P.S.&E. SUBMITTAL

J-U-B ENGINEERS, INC.

Total	QC/QA	Project	P.L.	Project	Drafter	Survey	P.L.S.	Enviro	Clerical
L-Hours	L-Hours	Manager	Specialist	Eng/Tech	L-Hours	Crew	L-Hours	Manager	L-Hours

Roadway P.S.&E. Submittal									
1	Prepare PS&E submittal document package	40			16	16			8
2	Prepare PS&E information sheet, spreadsheet and checklists	4	4						
3	Perform internal QC/QA review	8	4	4					
4	Address PS&E review comments	32		8	16				
5	Address questions during advertising	12	4	8					
6	Construction CPM	8	4	4					
IV-H	TOTAL P.S.&E.	104	4	24	0	36	32	0	0

IV-I Resident Engineers File

1	Resident Engineer File for construction	18			18				
IV-I	Total RE File	18	0	0	0	18	0	0	0

V Project Management and Coordination

Project Management and Coordination									
1	Prepare monthly detailed project updates	36		12					24
2	Assist Moscow with Federal Aid administrative items	12		12					
3	General file management	32		24	8				
4	Monthly CPM updates	8		8					
5	Monthly CPM updates	8		8					
6	Quality control checklists and Quality Assurance Manager	0							
7	Project guide books and monthly updates	0							
V	Total Project Management and Coordination	96	0	64	0	8	0	0	24

HODGE & ASSOCIATES

Total	Principal	Project	Survey	PLS	Drafter	Cler
L-Hours	L-Hours	Manager	Crew	L-Hours	L-Hours	C-Hours

0						
0						
0						
0						
0						
0						
0						
0	0	0	0	0	0	0

0						
0	0	0	0	0	0	0

36		12				24
0						
20						20
0						
0						
0						
0						
56	0	12	0	0	0	44

Labor Hour Estimate - J-U-B
 Mountain View Road, City of Moscow
 Project No. 13(014); Key No. 13014
 LHTAC

DIRECT EXPENSES

A. Miscellaneous	Unit	Unit Cost
1 Printing/shipping/PI materials	1	\$409.80
2 NOT USED	0	
3 NOT USED	0	
4 NOT USED	0	
5 NOT USED	0	
6 NOT USED	0	

1	Printing	Postage	Displays
P. sheets	40	60	3
copies	6	1	1
Iterations	3	2	1
Per Each	\$ 0.30	\$ 0.49	\$ 45.00
Sub-Total	\$ 216.00	\$ 58.80	\$ 135.00

SUBTOTAL TOTAL DIRECT EXPENSE (A)

\$409.80

B. Mileage

	QC/QA	Project Manager	P.I. Specialist	Project Eng/Tech	Drafter	Survey Crew	P.L.S	Enviro Manager	Clerical
Number of trips	0	3	0	3		0	0	0	0
Average miles per Round Trip	606	325	172	606	606	172	606	606	606
Total miles	0	975	0	1818	0	0	0	0	0
Cost per mile	0.535	0.535	0.535	0.535	0.535	0.535	0.535	0.535	0.535
Total trip cost	\$0.00	\$521.63	\$0.00	\$972.63	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

MILEAGE TOTAL

\$1,494.26

C. Per Diem

	Days	Rate
Meals and Incidental Expenses	6	\$51.00
Lodging	6	\$93.00

TOTAL PER DIEM COST

\$864.00

D. GPS rental

Cost per hour	\$50.00
# days/(8 hours)	0
Total rental	\$0.00

Total J-U-B Directs

\$2,768.06

Attachment: JUB Mountain View Final Design Agrmt Jan 2018 (1628 : Mountain View Road, 6Th to Joseph Street Design Agreement)